



THE MESSAGING
INDUSTRY ASSOCIATION

Amended- October, 2007

The Messaging Industry Association Bylaws

A Delaware Nonprofit Corporation



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ARTICLE 1: OFFICES

1.1 Registered Office

The principal place of business of The Messaging Industry Association (“TMIA”) shall be located at 2940 Bridle Path Terrace, Cumming, Georgia, 30041, United States.

The name of the registered agent of TMIA is Delaware Business Incorporators, Inc., 3422 Old Capitol Trail, Suite 700, Wilmington, Delaware 19808.

1.2 Other Offices

The Board of Directors may at any time establish other offices at any place or places where TMIA is qualified to do business.

ARTICLE 2: PURPOSE AND OBJECTIVES

2.1 Mission

TMIA intends to advance the adoption and use of all messaging services in order to increase the profitability of all industry participants.

2.2 Goals and Objectives

The goals of TMIA are:

1. To increase positive awareness and penetration of all messaging technologies;
2. To foster the development, deployment and penetration of communications convergence technologies and services;
3. To facilitate interoperability in development, market analysis, customer and industry education and awareness;
4. Identify key industry success factors and propose future directions.

2.3 Business Practices

The business of TMIA shall not be conducted for the financial profits of its individual members, but for the mutual benefit of its membership and the telecommunications industry. TMIA shall raise no revenue other than that required to pay all its expenses including such unusual or extraordinary expenses as may be authorized and incurred from time to time at properly noticed regular or special meetings of members in furtherance of the business and objectives of TMIA.

In working toward achieving its purpose and objectives, TMIA and its members may engage in certain cooperative marketing activities. TMIA, its members and participants shall strictly comply with all applicable antitrust, competition, and trade regulation laws. TMIA and its members are individually and collectively committed to open competition in the development of products, technology, and services, and the members are not restricted hereunder in any way from designing, developing, marketing, selling, licensing and/or procuring hardware, software, technology or services. Implementation or use of specific TMIA recommendations will be voluntary, and no member shall agree, be obliged or be deemed to have agreed to implement them solely by virtue of participation in TMIA. TMIA officers, directors and members acknowledge that the purpose and objectives of TMIA prohibit discussion about sales levels, methods or channels of distribution, strategic plans, markets, customers, prices, profitability, or any other topic that may have the purpose, intent or effect of restricting competition in the markets in which TMIA members compete.

ARTICLE 3: MEMBERSHIP

3.1 Eligibility for and Term of Membership

Any Service Provider, Voicemail/Messaging Platform vendor, CPE manufacturer, government agency, consultant, analyst, or other business entity with a demonstrated interest in promoting the cause of TMIA may apply for membership. TMIA does not restrict membership on the basis of type or size of business, race, color, sex, religion or national origin.

Membership in TMIA shall automatically renew annually unless the member resigns, withdraws from business, or is suspended or expelled from TMIA, pursuant to Articles 3.7, 3.8, or 3.9, respectively.

3.2 Categories of Membership

Principal Members of TMIA shall be:

1. Service Providers (wireline/wireless/cable telephony/internet telephony)
2. Consultants and Analysts
3. Network Architecture and Software, ASP and Hardware Vendors
4. Government Agencies

An Additional Membership may be purchased for another division or interested group within the Principal Member or for a subsidiary or joint venture that is fifty percent (50%) or more owned by the Principal Member. The Board of Directors at its discretion may limit the number of Additional Memberships granted to any Principal Member.

3.3 Dues

Each Principal and Additional Member shall pay annual dues according to schedules set by the Board of Directors. Dues must be paid on an annual basis by a date determined by the Executive Director.

3.4 Membership in Good Standing

Those members who have paid the required dues and assessments in accordance with these Bylaws and who are not suspended shall be members in good standing.

3.5 Subscription to Bylaws

Each member shall subscribe to and agree to be bound by these Bylaws and all amendments thereto before being admitted to the rights of membership in TMIA. By subscribing to the Bylaws, members thereby also agree to comply with the documented policies, procedures and resolutions of TMIA.

3.6 Certificate of Membership

Each member in good standing shall be entitled to a Certificate of Membership in such form as shall be prescribed by the Executive Director. A Certificate of Membership shall be issued to each new member within a reasonable time after election and receipt of first dues paid by

the member, and shall be surrendered by the member immediately upon termination or discontinuation of membership. The Certificate of Membership shall be non-assignable and non-transferable.

3.7 Transfer of Membership

In the event that through merger or acquisition or other cause a member's assets are totally or substantially transferred to another entity, that member's membership may be transferred to the new entity, provided all appropriate membership documents, including but not limited to the Subscription to the Bylaws and the membership application, are properly executed in the name of the new entity. Any such transfer of membership shall be subject to approval by the Executive Director. Membership is not transferable in any other circumstances.

3.8 Resignation

Any member may only withdraw from membership, or withdraw its Additional Member(s) from membership, by tendering a written resignation to the Executive Director and a sum of money equal to full payment of any and all dues and assessments remaining unpaid on the date of tender of resignation. Further, any such resignation must be tendered by February 15th or that member will also be responsible for full payment of annual dues for the year in which the member's resignation is tendered as well as any assessments accrued as of the date the resignation is tendered. No refund or pro-ration of dues and assessments will be made.

3.9 Withdrawal from Business

Membership shall automatically terminate upon the voluntary or involuntary filing of bankruptcy or receivership or appointment of a similar officer, insolvency, withdrawal from or cessation of business by any member, the assignment of a member's assets for the benefit of creditors or upon such an alteration in the nature of business transacted by the member as would disqualify a member from securing a membership upon application therefor.

3.10 Suspension and Expulsion

The Executive Director shall send notice to any member whose payment of dues or assessments is not made as and when required. The Executive Director may then suspend the membership of any member that is 90 days or more delinquent in payment of any dues or assessment without further notice. The member may be returned to good standing by curing the default in payment of dues or assessments. The Executive Director shall notify the Board of Directors of any such suspensions. If the default in payment has not been cured, the Board shall then determine whether to expel the member or impose any other appropriate sanction.

A member may also be suspended based on the good faith determination of the Executive Director that the member has violated any of the Bylaws, documented policies, procedures or resolutions adopted by TMIA, failed in a material or serious degree to observe TMIA rules or engaged in conduct seriously prejudicial to the purposes and objectives of TMIA. Suspension or expulsion for any reason other than the non-payment of dues or assessments shall occur only after the affected member has been advised, in advance, in writing of the proposed suspension or expulsion and the reasons therefor, and has been given an opportunity to submit to the Executive Director reasons in support of its continued membership in TMIA. The notice to the affected member shall include the name of the individual or entity making the charge and a concise statement of the material facts constituting the charge. The suspension shall stay in effect until it is either rescinded by the Executive Director, or, if the Executive Director determines in good faith that the allegations are substantiated, such other action is taken by the Board of Directors at their next regularly scheduled meeting. At such meeting, the suspended member will have the opportunity to present his or her case before the Board. Provided that a quorum of the Board is present in person or via teleconference, the member shall, by a vote of four members of the Board present at such meeting, be subject to expulsion or any other sanction determined by the Board. If a quorum is not present at any such Board meeting, the suspension shall remain in effect until the next regularly scheduled Board meeting. The decision of the Board of Directors concerning an expulsion, suspension or any other sanction shall be final and binding.

Any member whose membership in TMIA shall have been suspended for any reason shall not be a member during the period of suspension and shall have no interest in any of the activities, funds, property, rights and interests belonging to TMIA until such time as such member is returned to good standing. A member expelled for any reason shall forfeit any dues or assessments paid during membership. No member who has been expelled for any reason other than the failure to pay dues or assessments shall be eligible for re-election to membership for at least one (1) year from the date of expulsion. No former member shall be reinstated until all arrears in dues and/or monetary obligations to TMIA have been paid.

ARTICLE 4: MEETINGS

4.1 Annual and Semi-Annual Meetings

The Annual and Semi-Annual Meetings of the members will each be held at a place and time designated by the Board of Directors. At the Annual Meeting, the members shall elect directors, receive and act upon reports of officers and directors (including a financial report) and approve the annual budget and may transact any other proper business.

4.2 Special Meetings

Special meetings of the members may be called by the Board of Directors as deemed necessary or requested by a majority of the membership. Any special meetings will be held at a place and time designated by the Board of Directors.

4.3 Notice of Meetings

Written notice of all meetings of the membership shall be given stating the place, date and time of the meeting and, in the case of a special meeting, the purpose for which the meeting is called. Unless otherwise required by applicable law or the Certificate of Incorporation of TMIA, such notice shall be given not less than ten (10) nor more than sixty (60) days before the date of the meeting to each member entitled to vote at such meeting.

4.4 Voting Rights

Each Principal Member in good standing may send two representatives, with one vote each, to the Annual and Semi-Annual Meetings. Principal Members in good standing may send additional non-voting representatives to attend all Annual and Semi-Annual Meetings with permission from the Board of Directors and the payment of any assessments. Principal Members in good standing may send additional representatives to Committee meetings.

Each Additional Member in good standing may send one representative, with one vote, to the Annual and Semi-Annual Meetings. Additional Members in good standing may send additional non-voting representatives to attend all Annual and Semi-Annual Meetings with permission from the Board of Directors and the payment of any assessments. Additional Members may send additional representatives to Committee meetings.

4.5 Proxies

At all meetings of TMIA, any member in good standing shall be entitled to vote, subject to the limits set forth in Section 4.4, above, in person or such member may authorize another person to act for such member by proxy. Every proxy shall be executed in writing by the member and delivered to the Executive Director prior to the onset of the meeting. Such proxy may be prepared, transmitted and delivered in any manner permitted by applicable law. A proxy shall not be valid for more than the meeting for which it is intended to be used. The presence at any meeting of any member who has given a proxy shall automatically revoke the proxy.

4.6 Quorum; Voting

At meetings, one-third of the members in good standing shall be present in person or via teleconference or represented by proxy to constitute a quorum for the transaction of business other than the election or removal of a director or the amendment of these Bylaws. For the transaction of business by written consent, other than the election or removal of a director or the amendment of these Bylaws, one-third of the members in good standing must respond via written correspondence or e-mail. For the election or removal of a director or the amendment of these Bylaws, fifty percent (50%) of the members in good standing shall be present in person, via teleconference or be represented by proxy to constitute a quorum.

A majority of the members in good standing who are present in person, via teleconference or represented by proxy, or that respond via written correspondence or e-mail pursuant to Article 4.7, must vote in the affirmative to pass a motion or resolution or to remove a director.

At all meetings of the Board of Directors, a majority of the elected directors shall constitute a quorum for the transaction of business. Except as otherwise provided herein or in the Certificate of Incorporation, or required by law, the vote of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

4.7 Written Consents

Any action required or permitted to be taken at a meeting of members by the State of Delaware's Corporation Law, the Articles of Incorporation of TMIA or the Bylaws of TMIA may be taken without a meeting, but instead by written correspondence or e-mail, if the number of respondents (responding in the affirmative or negative or responding that they choose to abstain) meet the requirements for a quorum. The written consents shall be filed with the minutes of the proceedings of the members. The action by written consent shall have the same force and effect as the unanimous vote of the members.

ARTICLE 5: OFFICERS AND DIRECTORS

5.1 Number and Powers of the Board of Directors

The affairs of TMIA shall be managed and directed by the Board of Directors duly elected as per Article 6. The Board of Directors shall consist of five (5) officers (namely two (2) Co-Chairs, a Secretary, a Treasurer, and the Executive Director) and three (3) directors at large. The Board of Directors may, except as otherwise required by law or the Certificate of Incorporation, exercise all such powers and do all such acts and things as may be exercised or done by TMIA.

5.2 Committees

The Board of Directors may establish various Committees to accomplish the purposes and objectives of TMIA as defined in Article 2. Among other committees, TMIA will have a Membership Committee, which will oversee all TMIA membership activities, including (1) supervising the recruitment of new members and approving membership applications; and (2) recommending new membership dues.

5.3 Duties

In addition to any duties set forth in this Article, below, or in the Policies & Procedures Manual, members of the Board are required to participate actively in the affairs of TMIA and to represent the membership fully. This includes their regular attendance at Board meetings and any Annual, Semi-Annual or Special Meeting of TMIA, unless excused by the Executive Director.

5.3.1 Duties of the Co-Chairs

- (a) Preside at all regular and special meetings of TMIA and all Board meetings.
- (b) Establish temporary and/or standing committees to carry out the objectives and purposes of TMIA.
- (c) Authorize official TMIA communiqués.
- (d) Such other powers as the Board of Directors may from time to time prescribe.

5.3.2 Duties of the Secretary

- (a) Prepare or review official communications, documents and correspondence.
- (b) Oversee the recording of the minutes of Board and membership meetings. Oversee the distribution of minutes and the agenda to each director. Oversee the maintenance of TMIA's corporate records.



- (c) Oversee the maintenance and distribution of membership lists and the official voting members' list and the maintenance of meeting attendance records.
- (d) Such other powers as the Board of Directors may from time to time prescribe.

5.3.3 Duties of the Treasurer

- (a) Review all financial statements and present financial statements to the Board monthly and the membership annually.
- (b) Work with the Executive Director to prepare the annual budget.
- (c) Present the annual budget to the membership at the Annual Meeting.
- (d) Provide written approval, as appropriate, to the Executive Director for expenditures in excess of seven thousand five hundred dollars (\$7,500 US).
- (e) Monitor and ensure the financial well-being of TMIA.
- (f) Such other powers as the Board of Directors may from time to time prescribe.

5.3.4 Duties of the Executive Director

- (a) *Financial management.* Designate depositories for TMIA, and provide the manner of signing checks, notes, bills and other evidence of indebtedness of TMIA. Pay TMIA's expenses (other than those to the Executive Director) that total no more than seven thousand five hundred dollars (\$7,500.00 US) per occurrence or provide written approval to TMIA's bookkeeper to pay such expenses on a per-occurrence basis. Obtain written approval from TMIA's Treasurer to pay any amounts in excess of seven thousand five hundred dollars (\$7,500.00 US). The Executive Director shall have no authority to pay or approve his own fees or expenses. Issue required purchase requisitions and invoices, assist in financial reviews, audits and tax activities, and coordinate with and supervise



TMIA's auditors and bookkeepers. Receive, disburse, and collect any monies due and belonging to TMIA. Notify TMIA members of all delinquencies in the payment of their dues or assessments. Render a full and annual report of the financial condition of TMIA prior to the Annual Meeting of the membership and a report on the current financial condition to the Board on a monthly basis. Prepare an annual budget for TMIA and submit to the Board for approval. Monitor and ensure the financial well-being of TMIA.

- (b) *Legal Coordination.* Work with TMIA's General Counsel to meet the common goals of TMIA while helping TMIA comply with all United States and international competition and other laws. Also with advice of counsel, handle trademark filings, contract negotiation, Bylaw changes, changes of policies or procedures, and the suspension of certain members as required by the Bylaws. Coordinate other general legal services. Maintain the confidentiality of all privileged communications between TMIA's General Counsel and TMIA, including ensuring that any such communications that are on TMIA's website are secure and accessible only by current members.
- (c) *Policies and Procedures.* Develop organizational procedures and, with the approval of the Board, internal policies of TMIA.
- (d) *MIS, Internet Services and Security.* Administer TMIA website and maintain TMIA Software. Maintain the confidentiality and security of TMIA's website, Confidential Information and TMIA's work or research that is exclusively for the benefit of its members or subscribing third parties.
- (e) *Meeting and Events Planning.* Plan and coordinate TMIA meetings and events, including but not limited to setting agendas, arranging meeting rooms, hotels, activities, and organizing exhibits, facilitate meetings, and staff registration tables.
- (f) *TMIA Development.* Act as a liaison between working committees, help foster continued membership in TMIA by, for example, routing articles and information of interest to the membership, develop and execute TMIA goals, supervise TMIA's public relations firm, and assist TMIA officers and directors in the completion of their duties. Serve on the Board. Arrange for, set up,



and staff TMIA booth at SuperComm or at any other industry gathering as required by the Board.

- (g) *Membership Recruitment.* Actively recruit new members for TMIA, collect membership applications from prospective new members, and submit applications for membership to the Membership Committee for approval. Issue Certificates of Membership.
- (h) *Notices; Minutes; Records.* Record, distribute, file and maintain the Board and membership meeting minutes. Send out all required notices, requests for nominations, etc. Maintain and manage the corporate records of TMIA. Maintain the membership list, the list of voting members, proxies and meeting attendance records.
- (i) In general, do all lawful things and exercise all such lawful powers as are not vested in the members of TMIA and that will promote the objectives and purposes of TMIA.

ARTICLE 6: ELECTION OF OFFICERS AND DIRECTORS

6.1 Candidate for Office and Nominations

1. Candidates for the position of an elected director of TMIA shall be nominated from the roster of representatives of members in good standing.
2. Officers may not hold two concurrent officer positions.
3. Officer and director positions shall be personal to the elected individual. An officer or director may serve the remainder of his or her elected term notwithstanding any change in his or her employment status. Where there has been a change in the employment status of an officer or director, such that he or she is no longer employed by a current member, he or she shall personally subscribe to the current version of the Bylaws and shall be considered a non-voting member in good standing for the remainder of his or her term.

6.2 Election and Tenure

1. The directors of TMIA, with the exception of the Executive Director, shall hold office until the next Annual Meeting of the membership and until his or her successor is



elected, or until his or her earlier death, resignation or removal. The Executive Director shall be appointed by the Board of Directors.

2. There is no restriction on the number of consecutive terms a director or officer may serve.
3. The officers and directors shall not receive any compensation for their services, except the Executive Director, who shall receive compensation as defined in the Independent Contractor Services Agreement.
4. Nominations for the position of director will be solicited from the member representatives approximately two months prior to the Annual Meeting.
5. Provided a quorum exists, voting members shall each vote at the Annual Meeting for up to seven (7) of the nominees for the position of director. As of the time of the election, the Board shall be comprised of no less than four (4) or more than five (5) representatives of Service Provider members. The General Counsel shall count the votes to determine the seven (7) nominees receiving the highest number of votes. If there are less than four (4) representatives of Service Provider members on the list of the seven (7) nominees with the highest number of votes, then the General Counsel shall remove from the list the nominee(s) not representing a Service Provider member receiving the lowest number of votes and include the Service Provider representative(s) who achieved the next highest number of votes until there are four (4) on the list. Alternatively, if there are more than five (5) representatives of Service Provider members, then the General Counsel shall remove the additional Service Provider member representative(s) receiving the lowest number of votes and replace them with the nominee(s) not representing a Service Provider member who received the highest number of votes. In the event of a tie resulting in more than seven (7) directors, a run-off will be held involving only those nominees tied for the last available position. The remaining seven (7) nominees shall comprise the Board of Directors.
6. At the first meeting of the Board of Directors, two (2) Co-Chairs, a Secretary and a Treasurer shall be elected by the seven (7) elected directors from among the elected directors. As of the time of this election, at least one Co-Chair should represent a Service Provider member. When there is only one nomination for an office, election will be by a show of hands. When there is more than one nomination for an office, election shall be by secret ballot and the General Counsel shall count the votes. The winner for any officer position shall be the one receiving the most votes. In the event of a tie there shall be a run-off conducted among only those receiving the most votes.

6.3 Vacancies



1. Vacancies on the Board of Directors may be filled by appointment by the remaining officers and directors of TMIA. Such appointees are to serve until the next scheduled election.
2. Officer vacancies shall be filled by an election by the Board of Directors from the directors at large after the vacant director position is filled as per Article 6.3(1).

6.4 Removal from Office

Any officer, elected or appointed, may be removed, with or without cause, by a majority vote of the members present at any regular business meeting, providing a quorum is present. Any Board member may also be removed by a vote of 5 of the other voting members of the Board of Directors for failure to meet his or her obligations under Article 5.3 or Policy 5 of the Policies and Procedures Manual

ARTICLE 7: PROPERTY RIGHTS

7.1 Intellectual Property Rights

7.1.1 Ownership

Unless a member specifically agrees otherwise in writing, all patents, copyrights and other intellectual property owned by, and inventions and works created by that member shall remain the property of that member, and such ownership of and rights in that or any other intellectual property shall not be affected in any way by the member's participation in the work of TMIA. All patents, copyrights and other intellectual property owned by, and inventions and works created by TMIA shall remain property of TMIA. TMIA shall retain all right, title, interest in and to such TMIA property.

7.1.2 Confidentiality

Unless specifically noted in writing (as defined in Article 7.1.3), all material contributed or otherwise submitted to TMIA (including any committee of TMIA) shall be deemed non-confidential. By submission of any material, each member by or on behalf of which any material is submitted is deemed to agree on its behalf, on behalf of any other person or entity identified as a contributor, and on behalf of the owner(s) of any proprietary rights in the material, that the material submitted is not subject to any requirement of confidentiality, that there has been no assumption of any confidentiality obligation with respect to the material, and that such material may be freely distributed.

7.1.3 Non-Disclosures

From time to time members may be requested to work jointly on an activity requiring disclosure of proprietary information (*e.g.*, if a sub-committee were formed to identify requirements for a standard user interface, vendors could be asked to share proprietary information on their interface functionality). Such disclosures will only be made using non-disclosures signed by such members. Such nondisclosure agreements shall expressly provide that such proprietary information shall remain the confidential property of the disclosing member.

7.1.4 Copyrights; Publication; Attribution

- (a) Unless it is unable to do so and specifically so notes in writing at the time of submission, each member submitting any material grants, and agrees to grant, on its behalf, and on behalf of any other person or entity identified as a contributor, and on behalf of the owner(s) of any proprietary rights in the material, a perpetual world-wide, non-exclusive, royalty-free license to TMIA (and to the committees and members of TMIA) under any copyrights in the material submitted. This license includes the right to copy, publish and distribute the material in any way, and to prepare derivative works that are based on or incorporate all or any part of the material, the license to such derivative works to be of the same scope as the license of the original material.
- (b) TMIA, its committees and members have no duty or obligation to publish, promote, or otherwise use or disseminate any submission or material included in such submission.
- (c) Unless otherwise stated in writing, TMIA grants to its members in good standing a non-exclusive, personal, perpetual, nontransferable, limited license to use any publication of or marketing material contributed by TMIA itself, but solely in connection with the purposes and objectives of TMIA. Unless otherwise stated in writing, this license includes the right to copy, publish and distribute the material in any way, and to prepare derivative works that are based on or incorporate all or any part of the material, the license to such derivative works to be of the same scope as the license of the original material.



- (d) **TMIA Software License.** Unless otherwise stated in writing, TMIA grants to its members in good standing a non-exclusive, personal, perpetual, nontransferable, limited license to use software created for TMIA members by TMIA or on its behalf (“TMIA Software”), but solely in connection with the member’s operation of its internal business and in connection with the purposes and objectives of TMIA, and not for the benefit of any third party. TMIA and any of its licensors retain all right, title and interest in and to all TMIA Software. All TMIA Software delivered to a TMIA member is solely licensed (not sold) to the member pursuant to this subsection, unless such TMIA Software is provided with a separate software license, in which case that separate software license shall supersede this subsection to the extent inconsistent herewith and govern the member’s use of that Software. The member may transfer its copy of any TMIA Software and applicable software license, provided the member: (a) obtains the advance, written authorization of TMIA; (b) pays any applicable transfer fees that may be set by TMIA; and (c) delivers to TMIA a written undertaking by the transferee, in a form acceptable to TMIA, specifying that the transferee accepts the rights and obligations of the member’s software license. TMIA specifically grants to its members in good standing a right to create derivative works of certain TMIA Software designed to measure, forecast or reduce voicemail churn, the license to such derivative works to be of the same scope as the license of the original material.

TMIA Software License Restrictions. TMIA Software is copyrighted and may contain material that is protected by patent, trade secret or other laws pertaining to proprietary rights. Unless specifically agreed by TMIA in writing, a member may not copy TMIA Software, except that it may make a single copy for archival purposes, or modify TMIA Software or permit or assist any third party in doing so. A member may not decompile, reverse engineer, disassemble or otherwise reduce TMIA Software to source code or other human-readable form, or attempt or permit any third party to do so. In jurisdictions governed by the European Union Directive on the Legal Protection of Computer Programs regarding interoperability software (“European Directive”), a member may reverse engineer TMIA Software solely to the extent and for the limited purpose expressly permitted by the European Directive.



- (e) TMIA publications and other publications related to material submitted may identify the author(s) of any material submitted or of any such TMIA publication. However, neither the name of any member nor any member's trademarks or trade names may be used in any such publications or by any member describing the work of TMIA without the prior written approval of the member or TMIA, as the case may be.
- (f) The name of TMIA, or any trademarks associated with it, may not be used by members in any publications without the written approval of TMIA.
- (g) The foregoing shall survive the resignation, expulsion or cessation of business of any member or dissolution of TMIA.

7.1.5 Responsibility of Membership

If any member is reported as using their membership in TMIA to libel or disparage any other member or improperly obtain and use another member's intellectual property, such member may be subject to the provisions of Article 3.10.

7.2 Other Property Rights

Any member whose membership in TMIA shall have terminated by resignation, cessation of business, expulsion or other cause shall forfeit thereby all interests in any and all funds, property, rights and interests of TMIA.

Except as provided under Article 8 on Dissolution and the intellectual property licensing provisions of this Article, no member has any property rights in any assets of TMIA. Furthermore, no surplus of funds of TMIA (if any) shall inure to the benefit of any member, officer, director or employee of TMIA.

ARTICLE 8: DISSOLUTION

In the event of dissolution of TMIA, any remaining property of TMIA will be, after paying the necessary expenses thereof, returned to the member who contributed such property except property that is attributed to earnings.

Notwithstanding anything in Article 7.2 to the contrary, no earnings from TMIA may be distributed to any member, an officer or employee of a member, or any officer or employee of TMIA. Instead such earnings or property attributed to earnings, if any, remaining after payment of necessary expenses, shall be distributed to either an entity which qualifies under Section 501(c)(6) of the Internal Revenue Code of 1986, as amended (or any successor provision in any future Federal Income Tax law) and which has substantially similar purposes as TMIA, or to an entity which qualifies under Section 501(c)(3) of the Internal Revenue Code, as amended (or any successor provision in any future Federal Income Tax law).

ARTICLE 9: INDEMNIFICATION AND LIMITATION OF LIABILITY

9.1 Indemnification by TMIA

9.1.1 Actions, Etc., Other than by or in the Right of TMIA

TMIA shall indemnify and hold harmless to the fullest extent authorized by the Delaware General Corporation Law, as the same exists or may hereafter be amended, other applicable law, if any, the Certificate of Incorporation, or these Bylaws, any person who was or is a party or is threatened to be made a party to or is involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of TMIA, by reason of the fact that he is or was a director, officer or agent of TMIA, or is or was serving at the request of TMIA as a director of another corporation, partnership, joint venture, trust or other enterprise (hereinafter an "indemnitee"), against expenses (including attorneys' and expert fees), judgments, fines, amounts paid in settlement and all other charges against which such person may be indemnified and held harmless that are actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of TMIA and with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner that he reasonably believed to be in or not opposed to the best interests of TMIA, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe that his conduct was unlawful.

9.1.2 Actions, Etc., by or in the Right of TMIA

TMIA shall indemnify and hold harmless to the fullest extent authorized by the Delaware General Corporation Law, as the same exists or may hereafter be amended, other applicable law, if any, the Certificate of Incorporation, or these Bylaws, any person who was or is a party or is threatened to be made a party to or is involved in any threatened, pending or completed action or suit, by or in the right of TMIA to procure a judgment in its favor by reason of the fact that he is or was a director, officer or agent of TMIA, or is or was serving at the request of TMIA as a director of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' and expert fees) and all other charges against which such person may be indemnified and held harmless that are actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of TMIA, except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to TMIA unless such indemnification is authorized by the Delaware General Corporation Law, as the same exists or may hereafter be amended, the Certificate of Incorporation, or these Bylaws, or unless and only to the extent that the Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances in the case, such person is fairly and reasonably entitled to indemnification for such expenses that the Court of Chancery or such other court shall deem proper.

9.1.3 Determination of Right of Indemnification

Any indemnification under Article 9.1.1 or 9.1.2 (unless ordered by a court) shall be made by TMIA unless a determination is reasonably and promptly made (a) by the Board of Directors, or whomever is acting in that role, by a majority vote of a quorum consisting of directors who were not parties to such action, suit, or proceeding, or (b) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in written opinion, or (c) by the members, that such person acted in bad faith and in a manner that such person did not believe to be in or not opposed to the best interests of TMIA, or, with respect to any criminal proceeding, that such person believed or had reasonable cause to believe that his conduct was unlawful.

9.1.4 Indemnification Against Expenses of Successful Party

Notwithstanding the other provisions of this Article, to the extent that an indemnitee has been successful on the merits or otherwise, including the dismissal of an action without prejudice, in defense of any proceeding or in defense of any claim, issue, or matter therein, such person shall be indemnified against all expenses incurred in connection therewith.

9.1.5 Advances of Expenses

Except as limited by Article 9.1.6, expenses incurred in any proceeding shall be paid by TMIA in advance of the final disposition of such proceeding, if the indemnitee shall undertake to repay such amount in the event that it is ultimately determined, as provided herein, that such person is not entitled to indemnification. Any obligation to reimburse TMIA for any such advances shall be unsecured and no interest shall be charged thereon. Notwithstanding the foregoing, no advance shall be made by TMIA if a determination is reasonably and promptly made by the Board of Directors, or whomever is acting in that role, by a majority vote of a quorum of disinterested directors or, if such a quorum is not obtainable or, even if obtainable a quorum of disinterested directors so directs, by independent legal counsel in written opinion, that, based upon facts known to the Board of Directors or independent legal counsel at the time the determination is made, such person acted in bad faith and in a manner that such person did not believe to be in or not opposed to the best interests of TMIA, or, with respect to any criminal proceeding, that such person believed or had reasonable cause to believe that his conduct was unlawful. In no event shall any advance be made in instances where the Board of Directors or independent legal counsel reasonably determine that such person deliberately breached his duty to TMIA or its members.

9.1.6 Right to Indemnification Upon Application; Procedure

Any indemnification under Articles 9.1.1, 9.1.2, 9.1.3 or 9.1.4 or advance under Article 9.1.5, shall be made promptly, and in any event within ninety (90) days, upon the written request of the indemnified person, unless with respect to applications under Articles 9.1.1, 9.1.2, 9.1.3 or 9.1.5, a determination is reasonably and promptly made by the Board of Directors, or whomever is acting in that role, by a majority vote of a quorum of disinterested directors that such person acted in a manner set forth in such Articles as to justify TMIA's not indemnifying or making an advance. In the event a quorum of disinterested directors is not obtainable, the Board of Directors shall promptly direct that independent legal counsel shall decide whether the person acted in the manner set forth in such Articles as to justify TMIA's not indemnifying or making an advance. The right to indemnification or advance as granted by this Article 9.1 shall be enforceable by the indemnitee in any court of competent jurisdiction if the Board of Directors or independent legal counsel denies the claim, in whole or in part, or

if disposition of such claim is not made within ninety (90) days. The indemnitee's expenses incurred in connection with successfully establishing his right to indemnification, in whole or in part, in any such proceeding shall also be indemnified by TMIA.

9.1.7 Other Rights and Remedies

The indemnification provided by this Article 9.1 shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any Bylaw, agreement, vote of members or disinterested directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer or agent and shall inure to the benefit of their heirs, executors and administrators of such a person. All rights to indemnification under this Article 9.1 shall be deemed to be provided by a contract between TMIA and the director, officer or agent who serves in such capacity at any time while these Bylaws and other relevant provisions of the Delaware General Corporation Law and other applicable law, if any, are in effect. Any repeal or modification thereof shall not affect any rights or obligations then existing.

9.1.8 Insurance

TMIA may purchase and maintain insurance on behalf of any person who is or was a director, officer or agent of TMIA, or is or was serving at the request of TMIA as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not TMIA would have the power to indemnify him against such liability under the provisions of the Article 9.1. TMIA shall not be responsible under this Article 9.1 to make any payment in connection with any claim where the indemnitee has actually received payment (under an insurance policy or otherwise) of the amounts otherwise indemnifiable hereunder.

9.1.9 Savings Clause

If this Article 9.1 or any portion thereof shall be invalidated on any ground by a court of competent jurisdiction, then TMIA nevertheless shall indemnify each director, or whomever is acting in that role, officer and agent of TMIA as to expenses (including attorneys' and expert fees), judgments, fines, amounts paid in settlement and any and all other charges against which such person may be indemnified and held harmless as authorized by the Delaware General Corporation Law, as the same exists or may hereafter be amended, other

applicable law, if any, the Certificate of Incorporation, or these Bylaws, with respect to any action, suit or proceeding, whether civil, criminal, administrative or investigative, and an action by or in the name of TMIA, to the fullest extent permitted by any applicable portion of this Article 9.1 that shall not have been invalidated or by any other applicable law.

9.1.10 Settlement of Claims

TMIA shall not be liable to any Indemnitee under this Article 9.1 for any amounts paid in settlement of any action or claim without TMIA's prior written consent, which consent shall not be unreasonably withheld. TMIA shall not be responsible for any judicial award, attorney's fees or other costs or expenses if TMIA was not given reasonable and timely notice of the claim, suit or demand and the opportunity to participate in the defense of such action.

9.2 Indemnification of TMIA

Any member, director, officer or employee submitting or contributing material to TMIA ("Submitting Person") will defend at its expense any action brought against TMIA based upon the claim that any such material constitutes infringement of any valid patent, copyright, trademark or trade secret having effect in the country in which the material is used or provided, including any claim of contributory infringement or inducement of infringement, and the Submitting Person will pay any settlements or judgments to the extent based thereon, provided that TMIA: (a) promptly notifies the Submitting Person (at the mailing or e-mail address on file at TMIA) of the claim in writing; (b) fully cooperates with the Submitting Person, including providing adequate information; and (c) gives the Submitting Person sole control of the defense and any settlement of the claim.

9.3 Limitation of Liability

Members, officers, directors and employees agree to hold TMIA harmless from any use or misuse of the submissions, material included in the submissions or any TMIA publication. TMIA shall not be liable for indirect, special, incidental or consequential damages; for damages based on unauthorized use of any materials submitted by or contributed to TMIA; for damages arising from any member's use of or inability to use any such materials; for commercial loss of any kind; for the procurement of substitute materials, or; for any damage to intangible personal property, whether arising in tort, contract or any other legal theory, even if TMIA has been advised of the possibility of such damages. This limitation is intended to limit the liability of TMIA and shall apply notwithstanding any failure of essential purpose of any limited remedy.

ARTICLE 10: AMENDMENTS

Unless otherwise provided in the Certificate of Incorporation, these Bylaws and any amendments or alterations thereof may be altered, amended or repealed or new Bylaws adopted by written consent of the members in the manner authorized by Article 4.7 or at any Annual, Semi-Annual or Special Meeting of the members of TMIA by a two-thirds (2/3) vote of the members present to vote, provided a quorum is present and notice of such proposed alteration, amendment or repeal shall have been mailed to each member at its last known address at least thirty (30) days but no more than sixty (60) days before the date of such meeting. These notifications may also be made via electronic mail provided that confirmation of receipt is requested. However, any provision for which such notice has been provided may be further amended or altered at an Annual, Semi-Annual or Special Meeting of the members of TMIA, without additional notice, by a two-thirds (2/3) vote of the members present to vote, provided a quorum is present. All members will be deemed to agree to any such amendments, alterations or repeal of these Bylaws.

The Board of Directors shall also have the authority to repeal, alter or amend these Bylaws or adopt new Bylaws (including, without limitation, the amendment of any Bylaws setting forth the number of directors who shall constitute the whole Board of Directors) by unanimous consent, subject to the power of the members to change or repeal such Bylaws at the next Annual, Semi-Annual or Special Meeting and provided that the Board of Directors shall not make or alter any Bylaws fixing the qualifications, classifications, term of office or compensation of directors. Provided that the members do not change or repeal such Bylaws at the next Annual, Semi-Annual or Special Meeting of the members of TMIA, all members will be deemed to agree to any such amendments, alterations or repeal of these Bylaws.

ARTICLE 11: MISCELLANEOUS

11.1 Laws

Notwithstanding anything contained in these Bylaws to the contrary, these Bylaws shall apply to members of TMIA and be interpreted in a manner consistent with all applicable laws.

11.2 No Warranty

MEMBERS AND TMIA MAKE NO EXPRESS OR IMPLIED WARRANTY AS TO ANY MATTER WHATSOEVER, INCLUDING THE CONDITIONS OF THE RESEARCH OR ANY INVENTION OR PRODUCT OR SUBMISSION, WHETHER TANGIBLE OR INTANGIBLE, MADE OR DEVELOPED BY TMIA OR IN THE COURSE OF ITS ACTIVITIES, OR THE OWNERSHIP, MERCHANTABILITY OR FITNESS FOR A



PARTICULAR PURPOSE, OF ANY RESEARCH, INVENTION, PRODUCT, OR SUBMISSION. THIS PROVISION SHALL SURVIVE RESIGNATION, SUSPENSION, EXPULSION OR CESSATION OF BUSINESS OF ANY MEMBER OR DISSOLUTION OF TMIA.

11.3 Corporate Seal

TMIA shall have a corporate seal, which shall be circular in form and shall bear the name of TMIA and the year of its organization and the name of the State under the laws of which it was organized.

11.4 Fiscal Year

The fiscal year of TMIA shall be from January 1 to December 31.

11.5 Parliamentary Authority

Where procedure is not otherwise provided, the current edition of Robert's Rules of Order, Newly Revised shall control.



In witness whereof, the undersigned hereby acknowledges having read TMIA's Bylaws and agrees on behalf of him or herself and the company he or she represents to abide by and honor the letter and spirit of its content.

Signature

Name: _____

Date: _____

Company: _____