

**THE WEB SERVICES-INTEROPERABILITY ORGANIZATION
BYLAWS**

**ARTICLE I
PURPOSES AND DEFINITIONS**

Section 1. Purposes. The Web Services-Interoperability Organization (the "Corporation" or "WS-I") is formed exclusively as a trade association, as set out in section 501 (c) (6) of the Internal Revenue Code, and specifically for the creation, promotion, or support of Generic Protocols for Interoperable exchange of messages between services. As used herein, "Generic Protocols" means protocols that are independent of any specific action indicated by the message beyond actions necessary for the secure, reliable, or efficient delivery of messages; "Interoperable" means suitable for and capable of being implemented in a neutral manner on multiple operating systems and in multiple programming languages.

Section 2. Definitions.

"Adopter" means any entity that has executed a copy of an Adopter Agreement with WS-I and delivered it to the Secretary.

"Affiliate" means any entity that is directly or indirectly controlled by, under common control with or that controls the subject party. For purposes of this definition control means direct or indirect ownership of or the right to exercise (a) greater than fifty percent (50%) of the outstanding shares or securities entitled to vote for the election of directors or similar managing authority of the subject entity; or (b) greater than fifty percent (50%) of the ownership interest representing the right to make the decisions for the subject entity.

"Associate Member" means any Invited Associate Member Candidate that has executed and has then in effect a Membership Agreement with WS-I for the Associate Membership class.

"Board" shall have the meaning assigned to such term in ARTICLE II, Section 1 hereof.

"Chairman" shall have the meaning assigned to such term in ARTICLE II, Section 4 hereof.

"Contributing Member" means any entity, other than a Founding or an Associate Member, that has executed and has then in effect a Membership Agreement with WS-I.

"Contribution" shall have the meaning assigned to such term in Section 1(d) of the IPR Agreement.

"Draft Material" shall have the meaning assigned to such term in Section 1(e) of the IPR Agreement.

"Draft Sample Applications" shall have the meaning assigned to such term in Section 1(f)

of the IPR Agreement.

"Draft Specifications" shall have the meaning assigned to such term in Section 1(g) of the IPR Agreement.

"Draft Test Material" shall have the meaning assigned to such term in Section 1(h) of the IPR Agreement.

"Dues Delinquent" shall have the meaning assigned to such term in ARTICLE V, Section 3(c) hereof.

"Dues Notice" shall have the meaning assigned to such term in ARTICLE V, Section 3(b) hereof.

"Final Material" shall have the meaning assigned to such term in Section 1(i) of the IPR Agreement.

"Final Sample Applications" shall have the meaning assigned to such term in Section 1(j) of the IPR Agreement.

"Final Specifications" shall have the meaning assigned to such term in Section 1(k) of the IPR Agreement.

"Final Test Material" shall have the meaning assigned to such term in Section 1(l) of the IPR Agreement.

"Founding Members" means each of Accenture, BEA Systems, Inc., Fujitsu Limited, Hewlett-Packard Company, Intel Corporation, IBM, Microsoft, Oracle Corporation and SAP AG, provided that such party has executed the Founding Members Agreement no later than midnight Pacific Time February 22, 2002, and any other parties added as Founding Members pursuant to ARTICLE V, Section 1(c)(ii).

"Founding Members Agreement" means that certain Founding Members Agreement for the Web Services-Interoperability Organization, dated February, 2002, by and among the Founding Members, as amended from time to time.

"IBM" means International Business Machines Corporation.

"Invited Associate Member Candidate" is a non-profit corporation, government entity, educational institution, or other similar legal entity involved in public standards setting or similar activities; which has demonstrated an interest in fostering developments within the Scope Of The Organization, and which has been invited by the Board to become an Associate Member.

"IPR" means intellectual property rights, including without limitation, copyrights, trade secrets, trademarks and patent claims.

"IPR Agreement" means the agreements set out in that certain IPR Agreement for Web Services-Interoperability Organization, the form of which is attached hereto as Attachment A, as amended from time to time.

"Material" means any Test Material, Sample Application, or Specification.

"Meeting" means both face-to-face meetings and telephone or video conferences or such other reasonable electronic means approved in advance by the Board (in the case of Board Meetings or Member Meetings) or the Working Group (in the case of Working Group meetings).

"Members" means the Founding Members, Contributing Members, and Associate Members.

"Membership Agreement" means the standard agreement entered into by WS-I and each Member individually setting forth the Member's rights and obligations in connection with WS-I.

"Microsoft" means Microsoft Corporation.

"Repository" shall have the meaning assigned to such term in ARTICLE III, Section 5(d)(ii) hereof.

"Sample Application" shall have the meaning assigned to such term in Section 1(u) of the IPR Agreement.

"Scope Of The Organization" shall have the meaning assigned to such term in Section 1(w) of the IPR Agreement.

"Specification" shall have the meaning assigned to such term in Section 1(x) of the IPR Agreement.

"Test Material" shall have the meaning assigned to such term in Section 1(y) of the IPR Agreement.

"Voting Period" shall have the meaning assigned to such term in ARTICLE VII, Section 6(d)(ii) hereof.

"Working Groups" means the groups established and organized in accordance with these Bylaws to develop Material and perform such other tasks as appointed by the Board.

ARTICLE II BOARD OF DIRECTORS

Section 1. Number, Qualifications, Election and Term of Office. The Board of Directors (the "Board") shall consist of a single director appointed by each of the Founding Members (the "Founding Directors") and a single director appointed by each of the two

Contributing Members (the "Elected Directors") elected pursuant to Article XVI hereof. Each Board member may designate an alternate to attend Board Meetings and act on its behalf. The number of directors shall be not less than three (3) and not more than the number of Founding Members in effect from time to time plus two.

(a) Founding Directors shall be appointed annually by the Founding Members and each director shall continue in office until his/her successor shall have been appointed. A Founding Director may only be removed by the Founding Member that appointed such director, with or without cause.

(b) Elected Directors are the representatives of their respective Contributing Members selected in accordance with Article XVI hereof. Each Elected Director shall serve a two year term, each term commencing on the first day of April in the year in which its respective Contributing Member was elected and ending two years later, except that the term of the Elected Director appointed by the Contributing Member receiving fewer votes in the initial 2003 election shall be one year.

(c) If an Elected Director ceases their employment or similar relationship with the Contributing Member appointing them, the Contributing Member may remove the Elected Director and appoint a replacement for the remaining duration of the term. An Elected Director may be removed by a majority vote of the Founding and Contributing Members in WS-I Good Standing in a duly called member meeting. An Elected Director is automatically removed if the Contributing Member he or she represents ceases to be a Contributing Member.

(d) If a Contributing Member removes its Elected Director and fails to designate a replacement within 30 days, or if an Elected Director is otherwise removed, a special election will be held to fill the vacant seat for the remainder of the normal term within sixty (60) days unless there are less than six (6) months remaining in the term. If there are less than six (6) months remaining in the term, the seat will remain vacant until the next election.

Section 2. Power and Duties. The Board shall have general power to manage and control the affairs and property of the Corporation, to adopt rules and regulations governing the action of the Board and to distribute and pay out the moneys received by the Corporation from time to time, subject to section 501(c)(6) and other applicable provisions of the Internal Revenue Code and the provisions of the Not-For-Profit Corporation Law of the State of New York.

Section 3. Board Member in Good Standing. A Board member will be in Good Standing, and thus eligible to vote on issues coming before the Board, if the Board member was represented at at least three Board Meetings of the last four (if there have been at least four Meetings) and the Member it represents is not Dues Delinquent. Founding Members may replace their representative on the Board at any time by providing written notice to the Secretary.

Section 4. Chairman of the Board. The initial Chairman of the Board (the "Chairman") will be IBM (or the person designated by IBM to be a Director). A new Chairman may be elected at a Board Meeting by a simple majority vote (i.e., more than half) of the members of the Board. The Chairman shall be responsible for calling and chairing Board meetings.

Section 5. Regular and Special Board Meetings. The Chairman will schedule regular and (as applicable) special meetings of the Board. The Board may hold its meetings at

such place within or without the State of New York as the Board may from time to time determine. No Board Meeting will be deemed to have been validly held unless the Chairman provided notice of same to each of the members of the Board in Good Standing at least ten (10) business days prior to such Meeting, which notice will identify all potential actions to be undertaken by the Board at the Board Meeting. No Board member in Good Standing will be intentionally excluded from Board Meetings; however, Board Meetings need not be delayed or rescheduled merely because one or more of the Board members cannot attend or participate so long as at least a quorum of Board members (2/3 of the Board members then in Good Standing) are represented at the Board Meeting. No Board member will be denied an opportunity to vote because it is not physically present at a Board Meeting.

Section 6. Conference Telephone. Any one or more members of the Board may participate in a meeting of the Board by means of a conference telephone or similar communications equipment allowing all persons participating in the meeting to hear each other at the same time. Participation by such means shall constitute presence in person at the meeting.

Section 7. Action by The Board. No action may be taken or approved by the Board that is outside the Scope Of The Organization. Except as provided herein, the Board may undertake an action only if it was identified by the Chairman in the Board Meeting notice and approved by the required number of Board members as described below:

(a) For general actions not described in (b) or (c) below, such action must be approved by a majority of those Board members in Good Standing represented at a Board Meeting at which a quorum is represented;

(b) For actions (i) adopting Material, (ii) chartering or amending the charter of any Working Groups, (iii) approving or amending the bylaws, (iv) terminating the Founding Members Agreement, (v) terminating a Member's Membership Agreement in accordance with its terms, (vi) approving the incorporation documents, (vii) approving any press release, public announcement or other public communication (e.g., white papers, guidelines), (viii) entering into a formal affiliation with another organization, or (ix) any other action not described in section (c) below that two or more members reasonably believe is outside of the Scope Of The Organization (upon request, the members will disclose the reasons for their belief), such action must be approved by all but one of the total number of Board members in Good Standing. Any Board member voting against any such action that was approved by a majority of the Board members in Good Standing represented at the Board Meeting must provide a reasonable explanation for its objection during such Board Meeting and agrees to consult in good faith with the other Board members to attempt to resolve its concerns; and

(c) For actions (i) modifying the IPR Agreement or the Membership Agreement (ii) adopting or amending antitrust guidelines, except where counsel has advised that an amendment to the guidelines is required, in which case such amendment is approved, (iii) enforcing a copyright owned by WS-I, (iv) changing the name of the organization, (v) eliminating any requirement for unanimous agreement or consent in these Bylaws, or (vi) any other action not described elsewhere in this section that may materially affect a Member's IPR or their liabilities related to this organization, such action must be approved by every Board

member in Good Standing. Any Board member voting against any such action must provide a reasonable explanation for its objection during such Board Meeting and agrees to consult in good faith with the other Board members to attempt to resolve its concerns.

Section 8. Unanimous Action By The Board. Notwithstanding the foregoing, the Board may take any action unanimously approved by all of the members in Good Standing of the Board at any meeting in which all members in Good Standing of the Board are represented.

Section 9. Action by Written Consent. Any action required or permitted to be taken by the Board or any committee thereof may be taken without a meeting if there is a unanimous consent of the members of the Board or committee in writing to the adoption of the resolution authorizing the action. All such written consents shall be filed with the minutes of the proceedings of the Board or committee.

Section 10. Confidentiality of Board Proceedings. Persons other than Board members or other representatives of the Founding Members will not be permitted to attend Board Meetings unless approved in advance by the Board. Minutes of Board Meetings will not be distributed outside the Founding Members' organizations unless approved by the Board.

ARTICLE III OFFICERS

Section 1. Election. The Board may elect a president, one or more vice-presidents, a secretary and a treasurer, and such other officers as it may determine. Any two or more offices may be held by the same person except the offices of president and secretary. No instrument required to be signed by more than one officer may be signed by one person in more than one capacity.

Section 2. Other Agents, etc. The Board may appoint from time to time such agents, including but not limited to officers and/or director agents, as it shall deem necessary, each of whom shall hold office during the pleasure of the Board and shall have such authority, perform such duties and receive such reasonable compensation as the Board may from time to time determine, including, but not limited to, entering into contractual agreements on behalf of the Corporation and undertaking those duties necessary to carry on the daily business affairs of the Corporation.

Section 3. Removal. Any officer of the Corporation may be removed, with or without cause, by the Board.

Section 4. Vacancies. In the case of any vacancy in any office, a successor to fill the unexpired portion of the term may be elected by the Board.

Section 5. Powers and Duties. The officers shall have the powers and duties customarily associated with their respective offices except as the Board may otherwise determine.

(a) President

The Board may appoint a President of the Company, who shall serve in such capacity until his successor has been duly elected and qualified. The President shall be the chief executive officer of the Company and shall see that all orders and resolutions of the Board are carried into effect, and in general shall perform all duties incident to the office of the President and such other duties as may be prescribed by the Board from time to time.

(b) Vice President

The Board may appoint a Vice President of the Company, who shall serve in such capacity until his successor has been duly elected and qualified. In the absence of the President or in the event of his inability or refusal to act, the Vice President (or in the event there be more than one Vice President, the Vice Presidents in the order designated by the Board, or in the absence of any designation, then in the order of their election) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice Presidents shall perform such other duties and have such other powers as the Board may from time to time prescribe.

(c) Treasurer

The Board may appoint a Treasurer of the Company, who shall serve in such capacity until his successor has been duly elected and qualified. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board.

The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board, taking proper vouchers for such disbursements, and shall render to the President and the Board, at its regular meetings, or when the Board so requires, an account of all his transactions as Treasurer and of the financial condition of the Corporation.

(d) Secretary. The Secretary's powers and duties shall be as follows:

(i) Appointment. The Secretary shall serve for a term of six (6) months. The initial Secretary will be Microsoft. An Assistant Secretary shall be appointed by the Board to assist the Secretary, perform the Secretary's duties when the Secretary is unavailable, and perform such other duties as the Secretary may delegate. After the Secretary has served its six (6) month term, the Assistant Secretary shall become the Secretary and the Board shall appoint a new Assistant Secretary. The Board may remove and replace the Secretary or Assistant Secretary at any time. The Secretary may be a representative of a Founding Member or the Board may appoint an independent organization to perform the duties of the Secretary, in such case, there shall be no Assistant Secretary and the Secretary shall serve until removed by the Board.

(ii) Duties of the Secretary. The Secretary shall be responsible for maintaining, collecting, and updating the records and files related to the administration of this Agreement, including (A) keeping a list of all Founding Members, Contributing Members, Associate Members, Adopters, and members of Working Groups, and copies of all Membership and Adopter Agreements, (B) establishing a common repository for housing the "master copies" of Material and Contributions (the "Repository") and for managing version control, (C) creating and managing the content of the official WS-I web site, (D) acting as the primary interface/official address for all incoming/outgoing notices, and (E) distributing Final Test Material and Final Sample Applications from the official WS-I web site under the license agreements agreed to in the IPR Agreement. The Founding Members agree to abide by the terms that the Secretary reasonably establishes concerning the Repository. The Secretary shall make lists and agreements relating to Contributing and Associate Members available to the Founding Members at any time upon request. The Secretary may designate an agent to perform one or more of its duties if approved by a majority of the Founding Members.

(iii) Compensation. Except with respect to an independent organization appointed by the Board to perform all or a portion of the duties of the Secretary, the Secretary will be compensated in connection with the performance of its duties under these Bylaws only if such compensation is approved by the Board.

(e) Assistant Secretary. The Assistant Secretary's powers and duties shall be as follows:

(i) Appointment. The Assistant Secretary shall serve for a term of six (6) months and shall be appointed by the Board to assist the Secretary perform the Secretary's duties when the Secretary is unavailable, and perform such other duties as the Secretary may delegate. After the Secretary has served its six (6) month term, the Assistant Secretary shall become the Secretary and the Board shall appoint a new Assistant Secretary. The Board may remove and replace the Secretary or Assistant Secretary at any time. In the event the Board appoints an independent organization to perform the duties of the Secretary, there shall be no Assistant Secretary and the Secretary shall serve until removed by the Board.

(ii) Duties of the Assistant Secretary. The Assistant Secretary shall assist the Secretary in the performance of the Secretary's duties when the Secretary is unavailable, and perform such other duties as the Secretary may delegate.

(iii) Compensation. Except with respect to an independent organization appointed by the Board to perform all or a portion of the duties of the Secretary, the Assistant Secretary will be compensated in connection with the performance of its duties under these Bylaws only if such compensation is approved by the Board.

Section 6. Disclaimer of Liabilities. Each of the Members acknowledges and agrees that the Secretary and Assistant Secretary are acting solely as a facilitator at their request and for their convenience, that the Secretary and Assistant Secretary will not be deemed to be an agent of any of the Members except as expressly provided in these Bylaws, and that the Secretary and Assistant Secretary will not be liable to any of the Members for any action or omission on its part

taken or made in good faith in its role as Secretary or Assistant Secretary and that is not in breach of this Agreement.

ARTICLE IV
CONTRACTS, CHECKS, BANK ACCOUNTS AND INVESTMENTS

Section 1. Disbursements. A process for approving expenditures (including documenting payments received and expenditures allocated, preventing commingling of funds, disposition of the funds upon bankruptcy of the Secretary, etc.) will be developed by the Board.

Section 2. Expenses. Each Member will bear its own costs and expenses in connection with its performance of its rights and duties in respect of the Corporation, including, without limitation, compensation of its employees, and all travel and living expenses associated with any Member's participation in any meetings and conferences called in connection with the activities of the WS-I organization.

Section 3. Checks, Notes and Contracts. The Board is authorized to select such depositories as it shall deem proper for the funds of the Corporation and shall determine who shall be authorized in the Corporation's behalf to sign bills, notes, receipts, acceptances, endorsements, checks, releases, contracts and documents.

Section 4. Investments. The funds of the Corporation may be retained in whole or in part in cash or be invested and reinvested from time to time in such property, real, personal or otherwise, or stocks, bonds or other securities, as the Board in its discretion may deem desirable.

ARTICLE V
MEMBERS AND ADOPTERS

Section 1. Members and Adopters

(a) Members. WS-I will enter into a Membership Agreement with any third party that wishes to be a Contributing Member unless such third party has no demonstrated interest in fostering developments within the Scope Of The Organization. WS-I will enter into a Membership Agreement with an Invited Associate Member Candidate after the Board has (a) specifically approved and extended an invitation to such Candidate, and (b) such Candidate has accepted the invitation to work with WS-I.

(b) Membership/Affiliates. Notwithstanding the above, only one entity of an Affiliated group of entities may be a Member of WS-I at any time. Membership Agreements signed by Affiliates of existing Members are void. In the event of a merger, which would result in two or more Affiliates being Members, the Affiliates involved will immediately inform the Secretary as to which Members are withdrawing. In any event, Members who are Affiliates shall collectively have only one vote.

(c) Classes of Membership. WS-I shall have three classes of membership: Founding Members, Contributing Members and Associate Members.

(i) Rights, Privileges and Responsibilities of Contributing and Associate Members: The Contributing and Associate Members shall have the rights, privileges and responsibilities as set forth in the Membership Agreement.

(ii) Rights, Privileges and Responsibilities of Founding Members: Founding Members shall have all of the privileges of Contributing Members described in Section 1(c)(i) of this ARTICLE V. In addition, each Founding Member shall have the right to designate one (1) person to serve on the Board, as provided in ARTICLE II, Section 1. One or more additional parties may be added to the Founding Members with the unanimous written consent of the then-current Founding Members.

(d) Adopters. WS-I will enter into an Adopter Agreement with any third party that wishes to be an Adopter.

Section 2. Member Meetings

The Secretary will periodically schedule Member Meetings and provide adequate written notice (at least 10 business days) prior to all such meetings to each of the Members. Member Meetings need not be delayed or rescheduled merely because one or more of the Members cannot attend or participate.

Section 3. Membership Dues

(a) Funding. Each Founding Member will pay dues of \$50,000 (or an amount specified by the Board) for each Membership Year. Each Contributing Member will pay dues of \$3,000 (or an amount specified by the Board) for each Membership Year; however each Contributing Member that provides an Elected Director to the Board will pay pro-rata dues of \$4,166.67 per month (or an amount specified by the Board) for the period in which the Contributing Member is permitted to provide such Elected Director to the Board. Associate members will pay no dues (or an amount specified by the Board). For Contributing Members, or any parties added as Founding Members pursuant to Article V, Section 1(c)(ii), their first Membership Year is the 12-month period beginning on the first of the month containing the Effective Date for their Membership Agreement; for the nine Founding Members, their first Membership Year began on February 1, 2002. Dues will be due upon execution of the Membership Agreement, the effective date of appointment to the Board, and on the first day of each subsequent Membership Year.

(b) Payment. Each Member will be responsible for payment of annual dues as set by the Board. The Secretary will send out invoices in compliance with reasonable invoicing requirements (e.g., receipt of invoices at least 45 days prior to the due date) as each Member may request. The Secretary will promptly send out a written notice ("Dues Notice") to any Member that has not paid its dues within ten (10) days after the date upon which such dues are required to be paid.

(c) Dues Delinquent. A Member will be considered delinquent in its dues ("Dues Delinquent") if the Secretary does not receive the required dues payment within thirty (30) days after issuance of the Dues Notice. The Secretary shall promptly send out a written notice notifying all Members that a Member has become Dues Delinquent.

ARTICLE VI WORKING GROUPS

Section 1. Creation of Working Groups. The Board will create Working Groups to develop Material that is within the Scope Of The Organization. The Board will approve a charter for each such Working Group that will define the Material to be developed by the Working Group, and will appoint a chair for each Working Group. The Board may create and charter Working Groups to perform tasks or develop other material necessary for the operation of WS-I, such as the development of marketing recommendations, white papers, guidelines, messaging, positioning, content and common collateral. The first Working Groups created by the Board will be chartered to (a) develop Specifications that describe the steps required to implement the following standards in such a way that promotes their interoperability: (i) XML 1.0 Second Edition, (ii) XML Schema Part 1:Structures, (iii) XML Schema Part 2:Datatypes, (iv) Namespaces in XML, (v) XML Base, (vi) WSDL 1.1, (vii) SOAP 1.1, and (viii) UDDI 1.0; and (b) develop Test Material to determine whether an implementation of a web service satisfies certain selected requirements of such Specifications.

Section 2. Membership In Working Groups. Upon appointment, the Working Group chair will promptly send a notice to all Members inquiring as to whether they desire to participate in the Working Group. The members of the Working Group will consist of (i) each Founding Member and (ii) each Contributing or Associate Member that indicates a desire to participate in the Working Group. Each such member shall appoint one person to act as its representative in the Working Group, and will so advise the Working Group chair. The member may replace its representative at any time by providing written notice to the chair. If necessary to prevent the Working Group from becoming unworkably large, the Working Group chair may partition the Working Group into subgroups (e.g., a subgroup for actively developing the material) and appoint members of the Working Group who may participate in each subgroup. Regardless of the manner in which the Working Group is partitioned, no Material will be approved by the Working Group unless approved by a majority of the Founding and Contributing Members in Good Standing of the entire Working Group.

Section 3. Members In Good Standing. A member of a Working Group is in Good Standing if it was represented at at least three Working Group meetings of the last four (if there have been at least four meetings) and is not Dues Delinquent. A member of the Working Group that is not in Good Standing may, at the discretion of the Working Group chair, lose its membership status in the Working Group. Members of the Working Group that are not in Good Standing will not be entitled to vote on matters (e.g., approval of Material) brought before the Working Group. Each Founding and Contributing Member in Good Standing of the Working Group will have only one vote within the Working Group. Associate Members do not vote on Working Groups matters at any time.

Section 4. Working Group Meetings. The Working Group chair will schedule Working Group meetings and provide adequate written notice (at least 10 business days) prior to all such meetings to each of the Working Group members. Working Group meetings need not be delayed or rescheduled merely because one or more of the members of the Working Group cannot attend or participate. Any Member may attend any Working Group meeting and may make any proposal to the Working Group. Only Founding and Contributing Members in Good Standing are entitled to vote in the Working Group.

ARTICLE VII MATERIAL

Section 1. Test Material. Test Material will include certain test materials that one or more Working Groups will be chartered to develop, which shall include the following:

(a) Test Sniffers. Test Sniffers will be software programs that monitor the incoming and outgoing messages to the web service being tested and generate a log of such messages. It is expected that a separate Test Sniffer may be developed for each platform on which web services are to be tested.

(b) Test Analyzers. Test Analyzers will be software programs that analyze the incoming and outgoing messages logged by a Test Sniffer and generate a report stating whether the web service satisfied certain selected requirements of one or more standards. The first Final Test Analyzer adopted by WS-I must test for satisfaction of certain selected requirements of the Specifications developed by the first Working Groups as provided in ARTICLE VI. Test Analyzers will be written in at least both Java and C#. Final Test Analyzers will be made available for use by the Members or third parties only by simultaneous release in both Java and C# versions. It is expected that a separate Test Analyzer will be developed for each platform on which web services are to be tested. It is further expected that versions of Test Analyzers will be successively adopted to, for example, expand the requirements of a particular standard that are selected for test, or increase the number of standards the requirements of which are tested.

(c) Test Procedures. Test Procedures will describe (A) the procedure for conducting testing of web services using the Test Materials in order to determine whether such web service complies with certain selected requirements of a particular standard or set of standards, and (B) the permissible uses of the Test Materials and the results obtained from such use.

Section 2. Sample Applications. One or more Working Groups may be chartered to develop Sample Applications.

Section 3. Specifications. One or more Working Groups may be chartered to develop Specifications.

Section 4. Limitation On Material. No Material that falls outside of the Scope Of The Organization may be approved by a Working Group or the Board.

Section 5. Working Group Draft Material. Material will be developed by the Working Group created and chartered by the Board to develop such Material in accordance with these Bylaws, and in accordance with procedures adopted by the Working Group that are not inconsistent with these Bylaws. Minutes of all Working Group meetings will be kept and submitted to the Secretary no later than seven (7) days after the meeting. The Secretary will maintain the records for review by the Members.

Section 6. Adoption of Material

(a) Material will not be deemed Final Material until it has been (i) first, approved by the Working Group chartered to develop such Material, (ii) thereafter, approved by the Board, and (iii) thereafter, approved by the Founding and Contributing Members, according to the procedures specified below.

(b) Approval of Material by the Working Group.

(i) Circulation of Material Proposed for Approval by the Working Group. To ensure that each member of the Working Group has the opportunity to review any Material prior to approval by the Working Group, the Material to be considered for approval by the Working Group must be circulated by the Working Group chair, with notice that the review is to commence (for purposes of this Section 6(b)(i), "Notice"), to all of the members of the Working Group by secure e-mail or by registered mail at least thirty (30) days prior to the date for the Working Group Approval Meeting. The Material for consideration at the Working Group Approval Meeting will be the Material that a majority of the Working Group Founding and Contributing members in Good Standing and in attendance at a Working Group meeting agree is final. During this review period, the members of the Working Group agree to meet and confer regarding any inconsistencies or other issues that members of the Working Group may raise as part of their review of the Material.

(ii) Working Group Approval Meetings. The Working Group chair shall send written notice to all of the Working Group members advising of the date of a Working Group Approval Meeting and shall identify the particular Material to be considered for approval at such meeting. The Meeting shall be set for a date no earlier than the later of ten (10) business days after the mailing date of such notice and thirty (30) days after the mailing date of the Material to be considered for approval at such meeting. Proposed changes to the Material may be circulated by the proposing party to all other members of the Working Group no later than seven (7) calendar days prior to the date of such meeting. No proposed changes which are sent after that time shall be considered. The Working Group is under no obligation to make any of the proposed changes to the Material. No Working Group Approval Meeting shall be deemed validly held unless at least a majority (i.e., more than one half) of the Working Group Founding and Contributing members in Good Standing are in attendance, either in person or electronically, at such meeting.

(iii) Voting Process. Material shall be deemed approved by the Working Group when it is approved by a majority vote of the Working Group Founding and Contributing Members in Good Standing in attendance at a Working Group Approval Meeting. Any changes made to the Material after the circulation of such material shall be clearly identified at such meeting. The Working Group Members in attendance at a Working Group Approval Meeting shall be free to modify the Material to include proposed changes circulated by the proposing party to all other Working Group Members at least seven (7) calendar days prior to the Working Group Approval Meeting.

(iv) Notice of Approval of Material by the Working Group. Within one (1) week following the date of approval of a Material by the Working Group, the Working Group chair shall send written notice of such approval, including a copy of such approved Material, to all Members and the Secretary.

(c) Approval Of Material By The Board.

(i) Circulation of Materials for Approval by the Board. To ensure that each Member has the opportunity to review any Material approved by the Working Group, the item must be circulated by the Secretary, with notice that the review is to commence (for purposes of this Section 6(c)(i), "Notice"), to all Members of WS-I by secure e-mail or by registered mail no later than one (1) week after the Secretary's receipt of the approved item pursuant to Article VII, Section 6(b)(iv) hereof and at least thirty (30) days prior to the Board meeting at which the Material will be considered for approval by the Board. During this review period, Members will provide any comments or objections to the Material under review to the Board and the Board members agree to meet and confer regarding any such comments or objections or other issues that any Member in WS-I Good Standing may raise as part of its review.

(ii) Board Adoption Meetings. Material approved by the Working Group will be considered for approval at a Board meeting, which meeting shall be set for a date no earlier than the later of ten (10) business days after the mailing date of the Board meeting notice and thirty (30) days after the mailing date of the Material to be considered for approval at such Board meeting. Proposed changes to the Material may be circulated by the proposing Member to all Board members no later than seven (7) calendar days prior to the date of such meeting. No proposed changes which are sent after that time shall be considered. The Board shall be under no obligation to adopt any of the proposed changes to the Material.

(iii) Notice of Approval Of Material. If the Material is approved by the Board unmodified, within one (1) week following the date of approval the Secretary shall send written notice of such approval, including a copy of such Material, to all members. If the Material is modified by the Board prior to approval, within one (1) week following the date of approval the Secretary shall send written notice of such modification and approval to the Working Group chair and the approval process will begin again except that the notice periods for the Working Group and Board review period shall be shortened from thirty (30) days to ten (10) business days.

(d) Approval Of Material By Members.

(i) Circulation of Material to the Members. To ensure that each Member has the opportunity to review any Material approved by the Board, the item must be circulated by the Secretary, with notice that the review is to commence (for purposes of this Section 6(d)(i) "Notice"), to all Members by secure e-mail or by registered mail no later than one (1) week after the Board's approval pursuant to Article VII, Section 6(c)(iii) hereof and at least ten (10) business days prior to the vote at which the Material will be considered for approval by the Members as Final Material.

(ii) Voting Process. The Secretary will define a forty-eight (48) hour voting period ("Voting Period"), which shall begin no earlier than ten (10) business days after the mailing of the notice of such vote, during which any Founding or Contributing Member in WS-I Good Standing may cast a vote by E-mail to the Secretary. A Member is in WS-I Good Standing if it was represented at at least three Member meetings of the last four (if there have been at least four meetings), is not Dues Delinquent, and has been a Member for at least thirty (30) days prior to the vote.

(iii) Approval By Members. Material approved by the Board will become Final Material if approved by a majority of the votes cast by Founding and Contributing Members in WS-I Good Standing during the Voting Period.

(e) Notice of Adoption Of Material. Within one (1) week following the date of approval by the Members of Material, the Secretary shall send written notice indicating such adoption, including a copy of such Final Material, to all Members.

(f) Errata Corrections to Final Material. After Final Material has been adopted, Errata Corrections to the Final Material may be proposed by any member of the Working Group that initially developed such Material by circulating a statement to the Working Group that clearly identifies the error to be corrected or the revision to be made and provides a reasonable explanation for the Errata Correction proposed. The Errata Corrections shall be deemed adopted when approved by both the Working Group and the Board according to the procedures set out above for adopting Final Material.

(g) Modifications to Final Material. Except for Errata Correction, once Final Material has been adopted, any updates or alterations to it can be effected only by adopting a new Material in accordance with these Bylaws.

ARTICLE VIII PUBLICITY/PUBLICATIONS

Section 1. Publication. The Board may publish Draft Material and Final Material as it determines appropriate and may develop and adopt procedures governing such publication. However, each Final Specification will be published as soon as practicable following its adoption but in no event shall such publication occur later than forty-five (45) days following its adoption. Any publication of Specifications or other technical documents by WS-I will include the following disclaimer language:

The material contained herein is not a license, either expressly or impliedly, to any intellectual property owned or controlled by any of the authors or developers of this material or WS-I. The material contained herein is provided on an "AS IS" basis and to the maximum extent permitted by applicable law, this material is provided AS IS AND WITH ALL FAULTS, and the authors and developers of this material and WS-I hereby disclaim all other warranties and conditions, either express, implied or statutory, including, but not limited to, any (if any) implied warranties, duties or conditions of merchantability, of fitness for a particular purpose, of accuracy or completeness of responses, of results, of workmanlike effort, of lack of viruses, and of lack of negligence. ALSO, THERE IS NO WARRANTY OR CONDITION OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, CORRESPONDENCE TO DESCRIPTION OR NON-INFRINGEMENT WITH REGARD TO THIS MATERIAL.

IN NO EVENT WILL ANY AUTHOR OR DEVELOPER OF THIS MATERIAL OR WS-I BE LIABLE TO ANY OTHER PARTY FOR THE COST OF PROCURING SUBSTITUTE GOODS OR SERVICES, LOST PROFITS, LOSS OF USE, LOSS OF DATA, OR ANY INCIDENTAL, CONSEQUENTIAL, DIRECT, INDIRECT, OR SPECIAL DAMAGES WHETHER UNDER CONTRACT, TORT, WARRANTY, OR OTHERWISE, ARISING IN ANY WAY OUT OF THIS OR ANY OTHER AGREEMENT RELATING TO THIS MATERIAL, WHETHER OR NOT SUCH PARTY HAD ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES.

Section 2. Website Standards. The Board will develop standards for the creation and maintenance of the organization's website, including a published statement regarding unsolicited submissions to the organization.

Section 3. Press Releases. Any Member may make public announcements or press releases concerning its own activities as a Member. No Member may make a press or other public announcement regarding the activities of another Member as a Member or use the name of another Member in a press or other public announcement regarding this Agreement without the consent of that Member. Each Member shall use reasonable efforts to avoid publicly implying that another Member publicly endorses Material unless that other Member affirmatively authorizes such statements. However, the Board may issue press or other public announcements regarding the activities of WS-I and will be able to identify Members in a reasonable manner.

Section 4. Submission to Standards Organization. Final Specifications may be submitted to a standards setting organization, if approved by the Board, under the terms specified in the IPR Agreement. In any submission to a standards organization, the Members who, based on a good faith investigation by the Board, submitted Contributions that were included in the Final Specifications, shall be identified as co-authors thereof. The failure to identify any Member as a co-author has no effect on that Member's obligations to grant licenses under the IPR Agreement.

ARTICLE IX
USE OF NAME

Section 1. Name. The Founding Members have selected "Web Services-Interoperability Organization" as the name of this organization and have selected "WS-I" as the acronym (collectively, the "Name"). The Board may, upon unanimous consent, select a new Name. The Board will send reasonable advance notice to all of the Members prior to the adoption of any new Name.

Section 2. Prohibition on Registration of the Name. No Member shall register or attempt to register the Name or any name, trademark, or service mark confusingly similar to the Name, or register any second level domain name that uses the Name in a way likely to create confusion regarding the ownership of the second level domain name, anywhere in the world. Any Member that holds a second level domain name that uses the Name as described above will (1) redirect it to the official WS-I website and (2) assign it to WS-I upon request of the Board.

Section 3. Prohibition on Assertion of Rights in the Name. Each Member agrees not to assert any rights in the Name against any other Member, Adopter, or their Affiliates, or any Test Licensee, or to object to the use of the Name by such parties as long as their use of the Name is in compliance with their Membership Agreement, the Adopter Agreement, or the Test Licensee Agreement, as applicable.

Section 4. Required Use of the Name. The Members agree that when they refer to Final Materials, they will use the Name or use some other means to accurately describe WS-I as the origin of the Materials. Except as provided in the previous sentence, no Member shall be obligated to use the Name on any product, advertising, or other materials in any manner. Each Member uses the Name at its own risk.

Section 5. Limitations on the Use of the Name. The Members agree that they will use the Name only for the limited purpose of promoting the WS-I organization and the use of Material, and for labeling, promoting, and marketing products that comply with a Final Specification. No Member shall use the Name or any name, trademark, or service mark confusingly similar to the Name to promote, or refer to, other initiatives or technologies.

ARTICLE X
ANTITRUST GUIDELINES

WS-I and its Members are committed to fostering open competition in the development of web-based products and services. WS-I and its Members acknowledge that Members 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 that does not violate any applicable antitrust laws and regulations. Members may have similar agreements with others. Each Member may design, develop, manufacture, acquire or market competitive specifications, products and services, and

conduct its business in whatever way it chooses. No Member is obligated to announce or market any products or services. Without limiting the generality of the foregoing, Members may not engage in discussions that would violate the antitrust laws and agree to abide by the antitrust guidelines adopted by WS-I. Accordingly, any Members hereby assume responsibility to provide appropriate legal counsel to their representatives regarding the importance of limiting their discussions to subjects that relate to the purposes of WS-I, whether or not such discussions take place during formal meetings, informal gatherings, or otherwise.

The Board shall adopt, upon recommendation of counsel, formal and comprehensive antitrust guidelines. Each Member agrees to abide by these guidelines in all WS-I activities.

ARTICLE XI OFFICE AND BOOKS

Section 1. Office. The office of the Corporation shall be located at such place as the Board may from time to time determine.

Section 2. Books. There shall be kept at the office of the Corporation correct books of account of the activities and transactions of the Corporation, including a minute book which shall contain a copy of the certificate of incorporation, a copy of these Bylaws, and all minutes of the meetings of the Board.

ARTICLE XII CORPORATION SEAL

The seal of the Corporation shall be circular in form and shall bear the name of the Corporation and words and figures showing that it was incorporated in the State of New York and the year of incorporation.

ARTICLE XIII FISCAL YEAR

The fiscal year of the Corporation shall end on December 31st of each year or at such other date as the Board may determine.

ARTICLE XIV INDEMNIFICATION

The Board may, in its sole discretion, allow the Corporation to, to the fullest extent now or hereafter permitted by law, indemnify any person made, or threatened to be made, a party to any action or proceeding by reason of the fact that such person or such person's testator or intestate was a director, officer, employee or agent of the Corporation, against judgments, fines, amounts paid in settlement and reasonable expenses, including attorneys' fees.

ARTICLE XV
AMENDMENTS

Any amendment of these Bylaws shall be developed in a Working Group created by the Board for such purpose. Such amendment will be developed and adopted using the procedures for developing and adopting Material set out in the then current-version of the Bylaws. No amendment to the Bylaws may be approved that creates a conflict between the Bylaws and the Membership Agreements or the IPR Agreement, and any amendment that purports to do so is void. The provisions in any such amended Bylaws will be binding, subject to the terms of the Membership Agreements, upon all of the Members.

ARTICLE XVI
ELECTED DIRECTOR ELECTIONS

Section 1. Schedules. Elections shall be conducted in March of each year. Nominations will be accepted by the Secretary beginning January 1 (the “Start of Nominations”). Acceptance of nominations must be provided to the Secretary by February 15 (the “End of Nominations”). By March 1, the Secretary shall distribute to all Founding and Contributing Members the list of Contributing Member nominees and the details of the method of casting votes as adopted by the Board. The balloting will begin no later than the first business day after March 14 and be completed within 5 business days, and the Secretary shall publish the results to the Members within 5 business days of the end of the balloting period. Each Elected Directors term shall begin on April 1. Special circumstances may require the Board to adjust the above election process dates, but in any event, the Elected Directors term shall begin on April 1 and continue for either 1 or 2 years.

Section 2. Nominations. Each Founding and Contributing Member in WS-I Good Standing as of the Start of Nominations may nominate one or more Contributing Members for election. Each nominee, should they wish to accept nomination, must provide to the Secretary, before the End of Nominations (i) the name and curriculum vitae of their proposed Elected Board member, (ii) an optional written statement and picture, and (iii) a written commitment from their company to allocate time and resources to fulfill Board obligations and support the organization. Each Contributing Member may be nominated only once in each regular or special election cycle, regardless of the number of vacant seats. Any Contributing Member which would have more than one representative on the Board if elected, which is not a member in Good Standing at the End of Nominations, which has not been a Member in WS-I Good Standing for at least ninety (90) days by the End of Nominations, or which has not been a member in Good Standing of one or more Working Groups chartered to produce WS-I Material for at least sixty (60) days by the End of Nominations is ineligible to be a nominee.

Section 3. Voting. Each Founding and Contributing Member that was a Member in WS-I Good Standing as the End of Nominations is eligible to cast its ballot in the election. Each

such Member may cast one vote for each seat being filled but may not cast more than one vote for any single nominee. The Contributing Member nominees (depending on the number of seats being filled in the election) that receive the most votes shall be elected. Any ties shall be broken by a majority vote of the then existing Board.

Section 4. Methods of Casting Votes. The Board may establish such physical or electronic voting method as it deems fit for an election. The process adopted shall be designed to reasonably ensure that the vote of each eligible Founding or Contributing Member casting its ballot shall be accurately recorded, that only eligible Founding or Contributing Members are allowed to vote, that only nominees receive votes, and that otherwise erroneous or fraudulent balloting is prevented.

Section 5. Default Balloting. In the case where the Board is unable to adopt a voting method, each Founding or Contributing Member shall cast votes (depending on the number of open seats) in an unambiguous and unconditioned written letter delivered during the balloting period to the Secretary by overnight courier service or certified mail, return receipt requested. The Secretary shall verify each Founding or Contributing Member's eligibility to vote and the eligibility of the recipients of the votes prior to recording the ballot.

Section 6. Special Elections. In the circumstance where a special election is required, the Board will adopt a schedule reasonably similar to the schedule for a regular election. Special elections shall be conducted, to the extent feasible, using the same process as for a regular election.

ATTACHMENT A

IPR AGREEMENT