

BYLAWS OF
HIGH ALTITUDE PLATFORM STATION ALLIANCE INC.
(HAPS ALLIANCE)
(A DELAWARE NON-STOCK CORPORATION)

ARTICLE I
DEFINITIONS

Unless otherwise explicitly defined herein, capitalized terms shall have the following meanings:

“**Advisory Board**” shall have the meaning provided in Section 3.1(ii)(b).

“**Affiliate**” means any corporation, partnership, or other entity that, directly or indirectly, owns, is owned by, or is under common ownership with a particular entity for so long as such ownership exists. For purposes of the foregoing definition, “own,” “owned,” or “ownership” shall mean holding ownership of, or the right to vote, more than fifty percent (50.0%) of the voting stock or ownership interest entitled to elect a board of directors or a comparable managing authority.

“**Antitrust Policy Statement**” shall have the meaning provided in Section 2.6.

“**Appointed Director**” means a Director appointed by an Executive Member as provided in Section 3.2(b).

“**Authorized Affiliate**” means those Affiliates of a Member which such Member has specifically identified in the Membership Agreement, or for which such Member has received the written approval of the Corporation to include as a participant in the activities of the Corporation as part of Member’s Membership.

“**Board Committee**” means a committee formed by the Executive Board pursuant to Section 3.1(ii)(a) which is comprised solely of Directors and/or Officers and to which the Executive Board may delegate some responsibilities of the Executive Board.

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

“**Committee**” means Board Committees and Member Committees.

“**Confidential Information**” means all information, in any form, related to or arising from the activities of the Corporation, including information disclosed by the Corporation and information which is generated in discussions among Members which is, (i) if disclosed in writing or in other tangible form, marked confidential, proprietary, or with other similar notation, (ii) if disclosed visually or in other intangible form, is identified in writing by the Corporation as confidential within fifteen (15) days of such disclosure, or (iii) disclosed under circumstances such that a Member should reasonably understand the information to be confidential. By way of example and without limitation, Confidential Information includes any and all information of the following or similar nature: membership lists, agreements and drafts of agreements, Draft Specifications, marketing plans and business plans, strategies, forecasts, financial information, budgets, and

personnel and contractor information.

“Corporation” shall have the meaning provided in Section 2.1.

“Director” shall have the meaning provided in Section 2.2.

“Elected Director” means a Director appointed by the initial Executive Members as provided in Section 3.2 (b) or elected by the Principal Members and Executive Members as provided in 3.2(c).

“Executive Board” shall have the meaning provided in Section 2.2.

“Executive Members” shall have the meaning provided in Section 5.1, and shall include the following entities, for as long as each maintains such status in good standing: Airbus Defence and Space GmbH, AT&T, Inc., HAPSMobile Inc., Intelsat US LLC, Loon LLC, Nokia of America Corporation, and Telefonica S.A., provided that each entity executes a Membership Agreement which is countersigned by the Corporation no later than thirty (30) days after the meeting at which the initial Appointed Directors are designated by the Corporation pursuant to Section 3.2(b).

“General Members” shall have the meaning provided in Section 5.1.

“Intellectual Property” shall have the meaning provided in Section 5.4.

“IPR Policy” shall have the meaning provided in Section 5.4.

“Majority Vote” means the affirmative vote of more than fifty percent (50.0%) of those eligible to vote.

“Member” means an entity that has executed a Membership Agreement with the Corporation, and whose Membership has not been suspended or terminated by the Corporation.

“Member Committee” means a committee formed by the Executive Board pursuant to Section 3.2(ii)(a) which may include Directors, Officers, and Members,.

“Member Representatives” means a Member’s directors, officers, employees, agents, and authorized financial, legal, and other advisors.

“Members” shall have the meaning provided in Section 5.1.

“Membership” shall have the meaning provided in Section 5.1.

“Membership Agreement” means the agreement executed by an entity with the Corporation granting such entity membership in exchange for complying with the terms of such agreement.

“Officer” means the President, Secretary, Treasurer, General Manager, and/or any other officer of the Corporation elected by the Executive Board pursuant to these Bylaws.

“Operating Procedures” means those documents designated by the Executive Board as the rules and procedures for the operations and activities of Committees and Working Groups of the Corporation.

“Policy Change” shall have the meaning provided in Section 3.13(e).

“Principal Members” shall have the meaning provided in Section 5.1.

“**Specification**” shall have the meaning provided in Section 2.4.

“**Supermajority Vote**” means the affirmative vote of at least sixty six and two thirds percent (66.7%) of all those eligible to vote.

“**Working Group**” means one or more ad hoc teams made up of Members appointed by the Executive Board to assess and propose actions by the Corporation with respect to one or more targeted areas of interest relevant to the purposes of the Corporation, including, but not limited to, the creation of Specifications.

ARTICLE II

NAME, PURPOSE, AND OFFICES

Section 2.1 Name

The name of the corporation is “High Altitude Platform Station Alliance Inc.” and the corporation is referred to in these Bylaws as the “**Corporation**”.

Section 2.2 Principal Office

The principal office of the Corporation shall be located at 401 Edgewater Place, Suite 600, Wakefield, MA 01880, USA. The board of directors of the Corporation (each director a “**Director**”, and the board of directors the “**Executive Board**”) may change the principal office location and establish, change, or eliminate branch or subordinate offices in its sole discretion.

Section 2.3 Registered Office and Registered Agent

The name and street address of the initial registered office of the Corporation and the Corporation’s registered agent shall be The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801.

Section 2.4 Purpose

The nature of the business or purposes to be conducted or promoted by the Corporation is to engage in any lawful act or activity for which corporations which are organized not for profit may be organized under the General Corporation Law of Delaware and for one or more purposes specified in Section 501(c)(6) of the Code, as each may be amended from time to time. The primary purpose of the Corporation is to accelerate the adoption of high-altitude platform station technologies and related service. Specifically, the Corporation may: (a) develop, maintain and support related technical specifications, interoperability frameworks, reference designs, and documentation of best practices (the “**Specifications**”); (b) promote the adoption and use of such Specifications through the hosting or attendance of conferences, creation and dissemination of whitepapers, and general promotional activities; (c) petition relevant jurisdictions for the adoption of appropriate regulations; (d) develop and maintain distinctive trademarks to create high public awareness of, demand for, and confidence in high-altitude platform station technologies and services supported by the Corporation; and (e) undertake such other lawful activities as may from

time to time be appropriate and approved by the Executive Board to further the purposes and achieve the goals set forth above.

In furtherance of these efforts, the Corporation and its Members will seek to reasonably solicit participation and input from parties interested in becoming Members on a fair, equitable, and open basis. In addition, as part of these efforts, the Corporation may interface with other groups or bodies conducting activities related to the purposes of the Corporation as reasonably determined by the Executive Board.

Section 2.5 Duration

The duration of the Corporation shall be perpetual, unless or until the Executive Board dissolves the Corporation pursuant to these Bylaws.

Section 2.6 Compliance with Antitrust Laws

The Corporation shall comply with all applicable antitrust and competition laws, and shall adopt and enforce an antitrust compliance policy (the “**Antitrust Policy Statement**”). The Corporation shall conduct its affairs and activities in compliance with the Antitrust Policy Statement, and all Members shall be required to comply with the Antitrust Policy Statement. The Antitrust Policy Statement may be revised by the Executive Board from time to time pursuant to these Bylaws. The Corporation and its Members shall reasonably solicit and permit membership in HAPS Alliance by third parties with a reasonable and legitimate interest in the purpose of the Corporation on a fair, equitable, non-discriminatory, and open basis.

ARTICLE III

DIRECTORS

Section 3.1 Powers

The business and affairs of the Corporation shall be managed by or under the direction of the Executive Board, which shall be, and shall possess all of the powers of, the board of directors of the Corporation as a non-stock membership corporation under Delaware General Corporation Law. The Executive Board may exercise all powers of the Corporation and do all such lawful acts and things except as may be limited by statute, the Certificate of Incorporation, or by these Bylaws. In all exercises of the powers provided by these Bylaws or by applicable law, the Executive Board, and each Director, shall act reasonably and in the best interest of the Corporation, specifically including, but not limited to, the exercise of the power to budget and spend money on behalf of the Corporation.

Without limitation, the Executive Board shall have the authority to undertake the following activities on behalf of the Corporation:

- (i) Appoint, remove, and supervise officers, contractors or other agents, and employees of the Corporation;
- (ii) Create, disband, and supervise Committees and Working Groups.

(a) Specifically, the Executive Board may create, disband, and supervise Board Committees to which the Executive Board may delegate such duties and authority of the Executive Board as it deems reasonable and necessary to efficiently and effectively further the purposes of the Corporation. The Executive Board may also create Member Committees and Working Groups to take on tasks in furtherance of the purposes of the Corporation, but to which no duties or authority of the Executive Board are delegated. In all cases, the Executive Board may create Operating Procedures for Committees and Working Groups.

(b) Additionally, the Executive Board may create, disband, and supervise a committee to be comprised of invited participants, including non-Members, to provide non-binding guidance and advice to the Executive Board (the “**Advisory Board**”). The Executive Board may set limits on the size of the Advisory Board in its sole discretion. The Executive Board may not delegate any other duties or authority of the Executive Board to the Advisory Board.

(c) The Executive Board may designate participation rights of Member classes in Committees and Working Groups.

- (iii) Appoint, remove, and supervise chairs of Committees and Working Groups;
- (iv) Create and modify policies and procedures for approving Final Specifications (as defined in the IPR Policy);
- (v) Create and approve the annual budget for the Corporation;
- (vi) Create and approve public statements, press releases, etc. on behalf of the Corporation;
- (vii) Establish, modify, and discontinue Membership classes;
- (viii) Establish and modify dues for each Member class;
- (ix) Establish and modify benefits for each Member class;
- (x) Adopt and modify these Bylaws;
- (xi) Adopt and modify the IPR Policy;
- (xii) Adopt, modify, and enforce the Antitrust Policy Statement;
- (xiii) Create liaison relationships with other bodies and organizations to the extent such relationship is reasonably in furtherance of the purposes of the Corporation; and
- (xiv) Such other duties as are customary for the directors of a nonprofit business league organized under Section 501(c)(6) of the Code.

Section 3.2 Number of Directors

(a) Subject to Section 3.8, the total number of Directors shall be not fewer than three (3) and not greater than eleven (11).

(b) The initial Executive Board shall consist of up to seven (7) Appointed Directors, each appointed by the respective Executive Member and to serve perpetually, and four (4) initial Elected Directors elected by the initial Appointed Directors, each appointed initial Elected Directors to serve a two (2) year term.

(c) Following the term of the initial Elected Directors, future Elected Directors shall be elected from among employees of the Principal Members by the Principal Members and Executive Members pursuant to these Bylaws.

Section 3.3 Qualification

Each Director must be an employee of an Executive Member or Principal Member, as applicable, that is in good standing as of the date such Director begins his or her term as Director, including payment of any applicable fees connected to the ability to serve as a Director. As provided in Section 5.5(a), no group of Members who are Affiliates of each other may have more than one employee elected or appointed to the Executive Board, even if such Affiliates maintain separate Memberships.

Section 3.4 Appointed Directors

Each Appointed Director shall hold office until the earliest of (i) such Appointed Director's death, resignation, removal, replacement by the applicable Executive Member, or the date on which such Appointed Director ceases to be employed by the applicable Executive Member, or (ii) the date such Executive Member ceases to be an Executive Member, whether by reducing its membership level to be a Principal Member or a General Member, or by discontinuing to be a Member of the Corporation at all. An Executive Member may appoint or replace its respective Appointed Director with written notice to the President or Secretary.

Section 3.5 Elected Directors

(a) Elected Directors shall be elected at the Annual Meeting of the Members as provided in section 3.5(b) and shall hold office until the earliest of (i) two (2) years from election, (ii) such Elected Director's death, resignation, removal, replacement by the applicable Principal Member, or the date on which such Elected Director cease to be employed by the applicable Principal Member, or (iii) the date such Principal Member cease to be a Principal Member, whether by reducing its membership level to be a General Member, or by discontinuing to be a Member of the Corporation at all. Except in the case of the expiration of the Elected Director's term of office or the ineligibility of such Elected Director to hold office, in the case of a vacancy in the office of an Elected Director, the Executive Board may appoint a replacement Director to serve out the remainder of the term. In appointing such a replacement Director, the Executive Board shall give reasonable consideration to any recommendation provided by the applicable Principal Member. There shall be no limit on the number of terms an Elected Director may be elected and serve, provided that, if such Elected Director is removed pursuant to Section 3.9, such Elected Director will no longer be eligible to serve as a Director.

(b) Election of Elected Directors (after the initial Elected Directors pursuant to Section 3.2(b)) shall take place at the Annual Meeting of the Members, or, as determined by the Executive Board, by submission of ballots by electronic mail or other electronic or online means by a date in reasonable proximity and prior to the date of the Annual Meeting. Each Principal Member shall be able to cast its vote in person, by proxy, or provided in writing in advance of the Annual Meeting. Nominations for Elected Director (including self-nominations for Principal Members) shall be submitted in writing to the Secretary no later than thirty (30) days prior to the Annual

Meeting (or the date for electronic or online submission of ballots). Fourteen (14) days prior to the Annual Meeting (or the date for electronic or online submission of ballots) the Secretary shall send written notice of the number of open Elected Director seats and nominated candidates to each Principal Member and Executive Member, and each Principal Member and Executive Member may cast one (1) vote for each open Elected Director seat. The top vote recipients shall win each open Elected Director seat, in descending order of votes received, until the open Elected Director seats are filled. In case of a tie which would result in more Elected Directors than open seats a run-off vote shall be taken as to such tied candidates (for example; if there were four open seats, and two candidates tied for the top vote recipient, both candidates would take open seats, and the candidates with the second and third highest vote tallies would take the remaining two open seats; if there were four open seats and two candidates tied for the fourth-highest vote recipient, a run-off would be required for the fourth open seat). Each Principal Member with an employee elected to an open Elected Director seat must pay any applicable Elected Director fees (such fees to be applied equally to each Elected Director seat) set by the Executive Board prior to assuming the role of Elected Director.

Section 3.6 Alternate Directors

Each Director may, but is not required to, designate an Alternate Director to vote on behalf of such Director in the case of such Director's absence or other temporary inability to cast a vote. Such designation must be submitted in writing to the President or Secretary prior to the meeting at which such Alternate Director will act on behalf of such Director.

Section 3.7 Attendance Rules

The Executive Board may approve from time to time such reasonable attendance and other requirements as it shall deem advisable to ensure that seats on the Executive Board are held by active, contributing individuals, including the removal of Directors for failure to comply with such requirements, provided that no such rule may be imposed retroactively.

Section 3.8 Enlargement or Reduction

The number of Directors, the criteria for eligibility to become a Director and the class(es) of Members eligible to appoint, elect, and/or nominate Directors may be amended at any time by a Supermajority Vote of the Executive Board.

Section 3.9 Resignation and Removal

Any Director may resign at any time upon notice to the Corporation by written notice to the President or Secretary. Such resignation shall be effective upon receipt unless it is specified to be effective at some other time or upon the happening of some other event. If applicable, any Appointed Director may be removed by the applicable Executive Member. Unless otherwise specified by law or the Certificate of Incorporation, any Director may be removed by Supermajority Vote of the other Directors then in office for engaging in any conduct, either within or without the Corporation, that is contrary to (i) the interests of the Corporation; or (ii) the Antitrust Policy Statement or other policies of the Corporation.

Section 3.10 Timing and Place of Meetings

The Executive Board shall meet at least annually and may hold meetings at such places and times as may be agreed to by a Majority Vote of the Executive Board. Meetings may be held in person or by any combination of telephonic or audio conference, videoconferencing, or any other communications equipment by means of which all persons participating in the meeting can hear each other, and such participation in a meeting shall constitute presence in person at the meeting. The primary means for the provision of notice of meetings will be via electronic mail to the Directors at the electronic mail address that appears in the records of the Corporation. Directors shall provide the Corporation with any change in their electronic mail address.

Section 3.11 Regular Meetings

Regular meetings of the Executive Board may be held with at least twenty one (21) days' notice at such time and at such place as shall from time to time be determined by the Executive Board. A regular meeting of the Executive Board may be held without additional notice immediately after and at the same place as the Annual Meeting of Members. Members shall be given at least thirty (30) days' notice of the Annual Meeting.

Section 3.12 Special Meetings

Special meetings of the Executive Board may be called by the President, Secretary, or on the written request of at least one-third (1/3) of the Directors then in office. Seven (7) days' written notice of such special meeting shall be given to each Director by the Secretary or by the Officer or one of the Directors calling the meeting.

Section 3.13 Quorum, Action at Meeting, Adjournments

(a) For decisions which require a Majority Vote of the Executive Board, a majority of the Directors then in office and eligible to vote must be present and participating (whether in person, by proxy, or otherwise).

(b) For decisions which require a Supermajority Vote of the Executive Board, at least sixty six and two thirds percent (66.7%) of the Directors then in office and eligible to vote must be present and participating (whether in person, by proxy, or otherwise). A Supermajority Vote of the Executive Board shall be required with respect to the following matters:

- (i) Amending or repealing any provision of these Bylaws;
- (ii) Amending the Certificate of Incorporation;
- (iii) Adopting or recommending to the Members an agreement of merger or consolidation;
- (iv) Approving or recommending to the Members the sale, lease, or exchange of all or substantially all of the Corporation's property and assets;
- (v) Approving or recommending to the Members the dissolution, liquidation, or winding up of the Corporation or a revocation of any such dissolution, liquidation, or winding up;
- (vi) Enlarging or reducing the size of the Executive Board;
- (vii) Removal of a Director;

(viii) Adopting, amending, or repealing any IPR Policy; and

(ix) Approval of any Final Specifications (as defined in the IPR Policy).

(c) If a quorum shall not be present at any meeting of the Executive Board, a majority of the Directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

(d) For any resolution considered by the Executive Board at a properly constituted meeting pursuant to these Bylaws, the Executive Board may, in lieu of voting in-person, choose to vote via written notice to the Secretary (including via email), to be received by the Secretary within five (5) days or such period of time following such meeting as may be determined by the Executive Board. Timely received votes shall be counted as if cast by each applicable Director in person.

(e) No vote of the Executive Board regarding any adoption, amendment, or repeal of documents effecting any Member's rights and obligations, including to the Bylaws and the IPR Policy (a "**Policy Change**"), shall take place with less than thirty (30) days' notice, and, if the Executive Board shall vote to adopt a Policy Change, such Policy Change shall not take effect until sixty (60) days after notice of such Policy Change is provided to all Members. A Member may resign its Membership during this sixty (60) day period and shall be entitled to refund of any of its paid-up Membership fees on a pro rata basis if it chooses to do so.

(f) At each meeting of the Executive Board, the Secretary (or such other Director, Office, or contractor as the Executive Board may delegate) shall be responsible for taking minutes of the proceedings pursuant to Section 8.1 and distributing such minutes to the Executive Board and Officers within seven (7) days of such meeting .

Section 3.14 Action by Consent

(a) Unless otherwise restricted by the Certificate of Incorporation or these Bylaws, any action required or permitted to be taken by the Executive Board may be taken without a meeting and without prior notice if the Directors unanimously consent thereto in writing or by electronic transmission, and the writing or writings, or electronic transmission or transmissions, are filed with the minutes of proceedings of the Executive Board, provided that:

(i) such written consent shall have been sent simultaneously to all Directors then in office for their consideration;

(ii) prompt written notice of any action so taken is given to those Directors who have not consented in writing or by electronic transmission; and

(iii) two (2) or more such Directors have not objected to the taking of any such action by written notice (including via electronic mail) delivered to the Corporation within fifteen (15) days following the date that written notice of the Directors action is mailed or otherwise delivered to such Directors.

(b) Notwithstanding the foregoing, even if two (2) or more non-consenting Directors act to prevent the taking of an action by written consent pursuant to Section 3.14(a)(iii) above, the same action may nonetheless be taken at a later date at an actual meeting of the Executive Board.

Section 3.15 Inspection Rights

Every Director shall have the absolute right at any reasonable time to inspect, copy and make extracts of, in person or by agent or attorney, all books, records, and documents of every kind, and to inspect the physical properties of the Corporation.

Section 3.16 Fees and Compensation

Directors shall serve without compensation, though the Executive Board may reimburse reasonable and approved expenses incurred in the course of performing the duties of Director on behalf of the Corporation.

ARTICLE IV

OFFICERS

Section 4.1 Officers

The Officers of the Corporation shall be a President, a Secretary, and a Treasurer. The Corporation may also have, at the discretion of the Executive Board, a Vice President, General Manager, and such other Officers with such titles, terms of office, and duties as may be determined by the Executive Board. One person may hold two or more offices except as may be limited by the Certificate of Incorporation or these Bylaws. With the exception of General Manager, each Officer shall be a Director, unless otherwise approved by the Executive Board.

Section 4.2 Vacancies

A vacancy in any office because of death, resignation, removal, disqualification, or any other cause shall be filled in the manner prescribed in these Bylaws for regular elections to such office and may be filled by the Executive Board, at its discretion.

Section 4.3 Election and Tenure

The Executive Board at its first meeting after each annual meeting of Members shall elect a President, a Secretary, and a Treasurer. Other Officers may be elected by the Executive Board at such meeting, and any or all Officers may be replaced, at any other meeting of, or by written consent of, the Executive Board. Each Officer of the Corporation shall hold office until his or her successor is chosen and qualifies, unless a different term is specified in the vote choosing or electing him, or until his or her earlier death, resignation, or removal. Any Officer elected by the Executive Board may be removed at any time by a vote of the Executive Board. Any Officer may resign by delivering his or her written resignation to the President or Secretary. Such resignation shall be effective upon receipt unless it is specified to be effective at some other time or upon the happening of some other event.

Section 4.4 President

The President shall have all of the powers normally associated with the role of chief executive officer and shall preside at all meetings of the Executive Board and the Members. The President shall be the Chairperson of the Executive Board. The President shall oversee the management of

the business of the Corporation and see that all orders and resolutions of the Executive Board are carried into effect. Without limiting the foregoing, the President shall:

(a) Execute bonds, mortgages, and other contracts requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Executive Board to some other Officer or agent of the Corporation;

(b) Oversee the General Manager (if any); and

(c) In general, perform all duties incident to the office of President and such other duties as may be required by law, by the Certificate of Incorporation of the Corporation, or by these Bylaws, or which may be assigned to him or her from time to time by the Executive Board of Directors.

Section 4.5 General Manager

The General Manager (if any) shall preside over the day-to-day affairs of the Corporation under the direction of the Executive Board and the President and perform such other duties and have such other powers as the Executive Board or the President may from time to time prescribe.

Section 4.6 Secretary

The Secretary shall have such powers and perform such duties as are incident to the office of Secretary, and shall:

(a) Prepare and maintain lists of Members and their addresses, including email addresses, as required;

(b) Attend all meetings of the Executive Board and all meetings of the Members and record all the proceedings of the meetings of the Corporation and of the Executive Board in a book to be kept for that purpose and perform like duties for any standing Board Committees when required;

(c) Give, or cause to be given, notice of all meetings of the Members and special meetings of the Executive Board, and perform such other duties as may be from time to time prescribed by the Executive Board, and be under their supervision;

(d) Be custodian of the records of the Corporation, including these Bylaws and the Certificate of Incorporation of the Corporation, as authorized by law or the provisions of these Bylaws and to duly execute documents of the Corporation, and to maintain such records and documents at the principal office of the Corporation; and

(e) In general, perform all duties incident to the office of Secretary and such other duties as may be required by law, by the Certificate of Incorporation of the Corporation, or by these Bylaws, or which may be assigned to him or her from time to time by the Executive Board of Directors.

Section 4.7 Treasurer

The Treasurer shall have such powers and perform such duties as are incident to the office of Treasurer; and shall:

(a) Have charge and custody of, and be responsible for, all funds and securities of the Corporation, and deposit all such funds in the name of the Corporation in such banks, trust

companies, or other depositories as shall be selected by the Executive Board;

(b) Receive, and give receipt for, monies due and payable to the Corporation from any source whatsoever;

(c) Disburse, or cause to be disbursed, the funds of the Corporation as may be directed by the Executive Board, taking proper vouchers for such disbursements;

(d) Keep and maintain adequate and correct accounts of the Corporation's properties and business transactions, including accounts of its assets, liabilities, receipts, disbursements, gains, and losses;

(e) Exhibit at all reasonable times the books of account and financial records to any Director of the Corporation, or to his or her agent or attorney, on written request therefore;

(f) Render to the President and Directors, whenever requested, an account of any or all of his or her transactions as Treasurer and of the financial condition of the Corporation;

(g) Prepare, or cause to be prepared, and certify, or cause to be certified, the financial statements to be included in any required reports; and

(h) In general, perform all duties incident to the office of Treasurer and such other duties as may be required by law, by the Certificate of Incorporation of the Corporation, or by these Bylaws, or which may be assigned to him or her from time to time by the Executive Board of Directors.

Section 4.8 Compensation

The Officers, with the exception of the General Manager, who may be an employee or contractor of the Corporation, shall serve without compensation, though the Executive Board may reimburse reasonable expenses incurred in the course of performing the duties of such offices on behalf of the Corporation.

ARTICLE V

MEMBERS

Section 5.1 Classes of Membership

The Corporation shall initially have three (3) classes of membership ("**Executive Members**", "**Principal Members**", and "**General Members**"; all such classes collectively, "**Members**" or "**Membership**"). The Executive Board may create or modify any membership class as provided in these Bylaws.

Section 5.2 General Conditions of Membership

Any entity with a reasonable and legitimate interest in the purpose of the Corporation shall be admitted as a Member upon: (a) execution of a Membership Agreement with the Corporation (such execution by the Corporation to be administered in a non-discriminatory manner) and (b) unless

otherwise provided by the Executive Board, payment of such application fees, assessments, initiation fees (if any), annual dues, or other fees for such class of Member as may from time to time be established by the Executive Board (collectively, “Fees”). A Member shall remain in good standing as a Member provided such Member is in compliance with the terms and conditions of the Corporation’s Certificate of Incorporation, Bylaws, Membership Agreement, IPR Policy, and Antitrust Policy Statement, the Operating Procedures, and such other rules and policies as the Executive Board may from time to time adopt and update, including without limitation, timely payment of all Fees and penalties for late payment as may be determined by the Executive Board.

Section 5.3 Privileges of Membership

(a) General Members. Each General Member, while in good standing, shall be entitled to:

- (i) attend and participate in all general Member meetings;
- (ii) participate in Working Groups, including voting on decisions of such Working Group;
- (iii) attend Committee meetings as an observer, subject to the policies of the Executive Board with regard to such Committee;
- (iv) nominate employees of Principal Members as candidates for election as Director; and
- (v) such other benefits, rights, and privileges applicable to such Member’s membership class as the Executive Board may designate.

(b) Principal Members. Each Principal Member, while in good standing, shall be entitled to all the privilege of a General Member, and shall further be entitled to:

- (i) participate in Committee meetings, including voting on decisions of such Committee;
- (ii) stand for appointment as the chairperson of Committees and Working Groups;
- (iii) make contributions to Draft Specifications;
- (iv) nominate its employee as a candidate for election as a Director;
- (v) vote for Elected Directors; and
- (vi) such other benefits, rights, and privileges applicable to such Member’s membership class as the Executive Board may designate.

(c) Executive Members. Each Executive Member, while in good standing, shall be entitled to all the privilege of a Principal Member, and shall further be entitled to:

- (i) appoint one (1) Appointed Director; and
- (ii) such other benefits, rights, and privileges applicable to such Member’s membership class as the Executive Board may designate.

Section 5.4 Rights in Intellectual Property

All intellectual property submitted to or owned, adopted, or created by the Corporation, including without limitation, any of the same which may be represented by any standards, specifications, guidelines, policies, procedures, or tests (collectively, “Intellectual Property”), shall be subject

to such policies and procedures, including the Corporation's Intellectual Property Rights Policy (the "**IPR Policy**"), as may from time to time be adopted by the Executive Board. Any such rules or policies adopted by the Executive Board shall control all rights of ownership and publication relating to such Intellectual Property, the specific license rights which Members may be entitled to therein, and the fees (if any) which the Corporation may charge Members and third parties for access to and use of such Intellectual Property.

Section 5.5 Affiliates

(a) Only Members and each Member's Authorized Affiliates shall be entitled to enjoy the rights and privileges of Membership. Authorized Affiliates shall be subject to these Bylaws, as well as all other rules and policies of the Corporation, including, but not limited to, the IPR Policy and Antitrust Policy Statement, to the same extent as the applicable Member, and such Member shall be responsible for the conduct of its Authorized Affiliates.

(b) If legal entities constituting Affiliates wish to maintain separate memberships in HAPS Alliance, they may do so, though only one such Affiliate may (i) be an Executive Member, Principal Member, or other Member class which has the right to vote for an Elected Director (ii) have a Director (either an Elected Director or an Appointed Director) on the Executive Board. For purposes of clarification, all such Affiliates but one (as described in the preceding sentence) shall be limited to being General Members, or such other Member class as may not have the right to vote for Elected Directors or have a Director on the Executive Board.

(c) Memberships shall be non-transferable, non-salable, and non-assignable, except that any Member may transfer its Membership for the then current year to a successor to substantially all of its business and/or assets, whether by merger, sale, or otherwise; provided that the transferee agrees in writing to be bound by the Membership Agreement, these Bylaws, the Certificate of Incorporation, the IPR Policy, the Antitrust Policy Statement, the Operating Procedures, and such other policies and procedures as the Executive Board may from time to time adopt and update.

Section 5.6 Termination or Suspension of Membership

Any Member may be suspended from Membership or have its Membership terminated by the Executive Board for failure to satisfy its obligations pursuant to the Membership Agreement (specifically including, but not limited to, payment of Fees), Bylaws, Certificate of Incorporation, IPR Policy, or Antitrust Policy Statement or for engaging in any conduct, either within or without the Corporation, that is contrary to the interests of the Corporation. Any Fees already paid shall not be refundable upon any such termination or suspension, and all Fees of such Member which may be accrued and unpaid as of the date of such termination shall remain due and payable. Except as provided in the last paragraph of this Section 5.6 or the preceding sentence, no termination or suspension of Membership shall be effective unless the Member is provided written notice of the breach of its Membership Obligations giving rise to such termination or suspension and a reasonable opportunity (not to exceed thirty (30) days) to fully cure such breach. During a suspension of membership, the suspended Member shall not be entitled to exercise any rights of Membership, but shall not be relieved of any obligations under these Bylaws or such Member's Membership Agreement. The Executive Board may approve reinstatement of a suspended Member at any time, and shall do so upon such suspended Member's cure of the breach of its

obligations which was the basis for its suspension.

Section 5.7 Restrictions for Non-Compliance with Applicable Laws

The Executive Board may determine it is necessary to suspend a Member's membership, or to restrict a Member's access to the Corporation materials or meetings in the case where a Member's participation in the Corporation activities or access to the Corporation materials would cause, or likely cause, the Corporation to violate any laws, regulations, or court order. The Executive Board may cause the Corporation may adopt one or more policies setting forth procedures for suspension and reinstatement for Members that have been suspended or restricted under this provision or for any other reason, taking into account the importance to set forth a Member's right to appeal, payment of dues, and procedures for reinstatement.

Section 5.8 Resignation by Member

A Member may resign as a Member at any time. Unless Member resigns pursuant to Section 3.13(e), any Fees already paid by such Member shall not be refundable in such event, and all such Fees of such Member which may be accrued and unpaid as of such date shall remain due and payable.

Section 5.9 Levy of Dues, Assessments, or Fees

The Corporation may levy dues, assessments, or fees upon its Members in such amounts approved by the Executive Board, including changes thereto from time to time, but a Member, upon learning of any increase in dues, or of any levy of any assessments or fees, may avoid liability therefor by resigning from Membership prior to the date such dues, assessments, or fees take effect.

Section 5.10 Use of Names

Neither the Corporation nor any Member shall use the name of the other in any form of publicity except as provided in the Membership Agreement, or without the written permission of the other, provided that the Corporation and any Member may each disclose and publicize such Member's Membership in the Corporation.

ARTICLE VI

MEETINGS OF MEMBERS

Section 6.1 Place of Meetings

The Corporation shall hold meetings of the Members at least annually, and may hold meetings at such places and times as may be agreed to by a Majority Vote of the Executive Board. Meetings may be held in person or by any combination of telephonic or audio conference, videoconferencing, or any other communications equipment by means of which all persons participating in the meeting can hear each other, and such participation in a meeting shall constitute presence in person at the meeting.

Section 6.2 Annual Meeting

Annual meetings of Members ordinarily shall be held by written consent pursuant to Section

6.8. Notwithstanding the foregoing, however, the Executive Board may call any annual meeting to be held in person and each such meeting, once called, shall take place at such date and time as shall be designated from time to time by the Executive Board, if any. Pursuant to such written consent, or at such meeting, as applicable, the eligible Members shall elect Elected Directors accordance with Section 3.2(c) and shall transact such other business as may properly be addressed by written consent, or at such meeting, as applicable. If no annual meeting is held (and no annual consent has been executed) in accordance with the foregoing provision, the Executive Board shall cause a meeting to be held as soon thereafter as convenient, which meeting shall be designated a special meeting in lieu of annual meeting.

Section 6.3 Special Meetings

Special meetings of the Members, for any purpose or purposes, may, unless otherwise prescribed by statute or by the Certificate of Incorporation, be called by the Executive Board, the President, or the Secretary at the request in writing of a majority of the Directors then in office, or at the request in writing of Principal Members entitled to vote at least ten percent (10%) of the aggregate votes of all Principal Members. Such request shall state the purpose(s) of the proposed meeting. Business transacted at any special meeting shall be limited to matters relating to the purpose(s) stated in the notice of meeting. A special meeting requested pursuant to this Section 6.3 will be held at a time chosen by the Executive Board, but not less than fourteen (14) nor more than ninety (90) days after receipt of such request.

Section 6.4 Notice of Meetings

Except as otherwise provided by law or these Bylaws, written notice of each meeting of the Members, annual or special, stating the place, date, and time of the meeting, and, in the case of a special meeting, the purpose(s) for which the meeting is called, and such other information as may be required by law shall be given not less than twenty one (21) nor more than sixty (60) days before the date of the meeting, to each Member entitled to attend such meeting.

Section 6.5 Quorum

Except as otherwise provided by law, the Certificate of Incorporation, or these Bylaws, Principal Members collectively entitled to vote more than fifty percent (50.0%) of the aggregate votes of all Principal Members (or such higher percentage of Members as may be required by law, these Bylaws, or the Certificate of Incorporation to approve any action to be taken at such meeting), present in person (including by any combination of telephonic or audio conference, videoconferencing, or any other communications equipment by means of which all persons participating in the meeting can hear each other) or represented by proxy, shall constitute a quorum at all meetings of the Members for the transaction of business. Committees and Working Groups shall have the same rules relating to quorum requirements and voting majorities as provided for in these Bylaws, unless otherwise approved by the Executive Board.

Section 6.6 Action at Meetings

(a) Unless the question is one upon which, by express provision of law, the Certificate of Incorporation or these Bylaws, a different vote is required (in which case such express provision shall govern and control the decision of such question), when a quorum is present at any meeting

of Members, the vote of more than fifty percent (50.0%) of the aggregate votes of all Principal Members, present in person or represented by proxy and entitled to vote on the question, shall decide any question brought before such meeting.

(b) Notwithstanding Section 6.6(a), in the event that any vote is to be taken of a single class of Members when there is more than one class of voting Members, then a quorum for such vote shall be more than fifty percent (50.0%) of the Members of that class, and when such quorum is present, the vote of more than fifty percent (50%) of the aggregate votes of the Members of that class present in person or represented by proxy and entitled to vote on the question, shall decide such question.

Section 6.7 Proxies

Each Member entitled to vote with respect to any corporate action at a meeting of Members, or to express consent or dissent to any corporate action in writing without a meeting, may, by written notice to the Secretary, authorize another person or persons to act for such Member by proxy, but no such proxy shall be valid or effective for more than one (1) year without written renewal submitted to the Secretary.

Section 6.8 Action Without Meeting

Any action required or permitted to be taken at any annual or special meeting of Members (such as election of Elected Directors) may be taken without prior notice and without a vote, if a consent in writing, setting forth the action to be taken, shall be signed by Members (or members of a class of Members, as the case may be) making up not less than that percentage of all Members as would be necessary to authorize or take such action at a meeting at which all Members (or class of Members, as the case may be) entitled to vote thereon were present and voted. Prompt notice of the taking of any corporate action without a meeting by less than unanimous written consent shall be given to those otherwise entitled to vote thereon who have not consented in writing.

ARTICLE VII

INDEMNIFICATION

Section 7.1 Indemnification of Directors and Officers

To the fullest extent permitted by law, the Corporation shall indemnify and defend any person who is made, or threatened to be made, a party to an action, suit, or proceeding, whether civil, criminal, administrative, investigative, or otherwise (including an action, suit or proceeding by or in the right of the Corporation), by reason of the fact that the person is or was a Director or Officer acting on behalf of the Corporation; and

This Section 7.1 shall not be deemed exclusive of any other provisions or insurance for the indemnification of Directors, Officers, employees, or contractors or other agents that may be included in any statute, bylaw, agreement, resolution of Executive Board, or otherwise, both as to action in any official capacity and action in any other capacity while holding office, or while an employee or agent of the Corporation.

Section 7.2 Jurisdiction of Delaware Court of Chancery

The Delaware Court of Chancery is vested with exclusive jurisdiction to hear and determine all actions for indemnification.

Section 7.3 Insurance

The Executive Board shall authorize the Corporation to purchase and maintain insurance, in an amount or amounts sufficient to provide for the indemnification obligations imposed on the Corporation by this Article VII, on behalf of any person who is or was a Director, Officer, employee or agent of the Corporation against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Corporation would have the power to indemnify him or her against such liability under the provisions of this Article VII.

Section 7.4 Continuation of Indemnification

The indemnification provided by, or granted pursuant to, this Article VII, as well as the insurance provided by Section 7.3, shall continue as to a person who has ceased to be a Director, Officer, employee or agent of the Corporation and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 7.5 Intent of Article

The intent of this Article VII is to provide for indemnification to the fullest extent permitted by Section 145 of the General Corporation Law of Delaware. To the extent that such Section or any successor section may be amended or supplemented from time to time, this Article VII shall be amended automatically and construed so as to permit indemnification and advancement of expenses to the fullest extent from time to time permitted by law.

ARTICLE VIII

BOOKS AND RECORDS

Section 8.1 Books and Records

The Corporation shall keep adequate and correct books and records of account, minutes of the proceedings of the Members, the Executive Board, and committees of the Executive Board, and a record of the Members giving their names and addresses and the class of Membership held by each.

Section 8.2 Form of Records

Minutes shall be kept in written form. Other books and records shall be kept either in written form or in any other form capable of being converted into written form.

Section 8.3 Reports to Directors, Members and Others

The Executive Board shall cause such reports to be prepared, filed and/or distributed as may be required.

ARTICLE IX
CONTRACTS, LOANS, ETC.

Section 9.1 Execution of Contracts

The President shall be authorized to, in the name and on behalf of the Corporation, enter into any contract or execute and satisfy any instrument. The Executive Board may also authorize any other Officer, employee, contractor, or agent to execute such contracts and instruments, which authorization may be general or confined to specific instances, or otherwise limited, at the discretion of the Executive Board.

Section 9.3 Checks, Drafts, Etc.

All checks, drafts and other orders for the payment of money out of the funds of the Corporation, and all notes or other evidences of indebtedness of the Corporation, shall be signed on behalf of the Corporation in such manner as shall from time to time be determined by resolution of the Executive Board.

Section 9.4 Deposits

The funds of the Corporation not otherwise employed shall be deposited from time to time to the order of the Corporation in such banks, trust companies, or other depositories, or shall be otherwise invested, as the Executive Board may select or direct, or as may be selected or directed by an Officer, employee, contractor, or agent of the Corporation to whom such power may from time to time be specifically delegated by the Executive Board.

ARTICLE X
CONFIDENTIALITY

Section 10.1 Confidential Information

Each Member shall maintain the confidentiality of Confidential Information of the Corporation. Confidential Information does not include any information disclosed by a Member arising from or relating to its own business activities or goals, and each Member shall not disclose any such confidential information in connection with the activities of the Corporation.

Section 10.2 Exclusions to Confidential Information

Confidential Information does not include information that: (a) was in a Member's possession prior to its being furnished by the Corporation, provided the source of that information was not known by Member to be subject to an obligation of confidentiality to the Corporation; (b) is now, or hereafter becomes, through no act or failure to act on the part of a Member, generally known to the public; (c) is rightfully obtained by a Member from a third party, without breach of any obligation to the Corporation; or (d) is independently developed by a Member without use of or

reference to the Confidential Information.

Section 10.3 Permitted Disclosures.

A Member may disclose and discuss Confidential Information with other Members, its Authorized Affiliates, and to such Member's Representatives with a bona fide need to know such Confidential Information, but only to the extent necessary to further or carry out Member's participation in the Corporation and only if such Representatives are each (i) advised of the confidential nature of such Confidential Information and Member's confidentiality obligations under these Bylaws, and (ii) bound by a written agreement or other legally enforceable obligation of confidentiality (including, but not limited to a code of professional responsibility) which contains protections for such Confidential Information at least as strict as those in these Bylaws. Member shall be responsible for any breach of these confidentiality obligations by any of its Representatives.

Section 10.4 Required Disclosures

A Member may disclose Confidential Information if and only to the extent such disclosure is legally required pursuant to the order of a court or government authority of competent jurisdiction, provided that such Member, to the extent legally permitted, shall provide the Corporation a reasonable opportunity to review the disclosure before it is made and to interpose its own objection to the disclosure, and shall reasonably cooperate with the Corporation, at the Corporation's sole expense in seeking an appropriate protective order to limit the scope of such disclosure.

Section 10.5 Use

Each Member and its Representatives shall use Confidential Information solely for the purpose of constructively participating in HAPS Alliance and shall not in any way use the Confidential Information for any other purpose. Nothing in these Bylaws shall be construed as granting any rights to any Member, by license or otherwise, to any of the Confidential Information or any aspect or element thereof, including any patent, copyright, trademark, trade secret, or other intellectual property rights.

Section 10.6 Return of Documents

Each Member shall, upon expiration or termination of such Member's Membership, immediately return to the Corporation or destroy (at the Corporation's discretion) any and all Confidential Information in Member's possession in any form, including all records, notes, and other written, printed, or other tangible materials. If Confidential Information is retained pursuant to legal or regulatory requirements, as documentary support for ongoing obligations, or as part of an automated and company-standard backup or archiving mechanism, such Confidential may continue to be retained pursuant to the terms of these Bylaws until such time as the foregoing no longer apply. Each Member shall confirm in writing its compliance with any request in writing by the Corporation under this provision. The returning or destruction of materials pursuant to this provision shall not relieve Member from its obligations of compliance with any other terms and

conditions of these Bylaws.

Section 10.7 Irreparable Harm

Each Member understands and acknowledges that any disclosure or misappropriation of any Confidential Information in breach of these Bylaws may cause the Corporation irreparable harm, the amount of which may be difficult to ascertain, and therefore agrees that the Corporation shall have the right to seek from a court of competent jurisdiction specific performance and/or an order restraining and enjoining any such actual, threatened, or further disclosure or breach and for such other relief as the Corporation shall deem appropriate. Such right of the Corporation is to be in addition to the remedies otherwise available to the Corporation at law or in equity.

Section 10.8 Survival

Each Member's confidentiality obligations hereunder shall survive expiration or termination of such Member's Membership for a period of five (5) years.

ARTICLE XI

GENERAL PROVISIONS

Section 11.1 Order of Business

The order of business at any meetings conducted under these Bylaws shall be as determined by the presiding Officer (including the chairperson of the applicable Committee or Working Group), but the order of business to be followed at any meeting at which a quorum is present may be changed by a Majority Vote of the Members present and participating with a right to vote. Matters of procedure may be guided by recourse to the then most current edition of *Robert's Rules of Order*.

Section 11.2 Notice

(a) Whenever, under the provisions of law, or of the Certificate of Incorporation or these Bylaws, written notice is required to be given to any Director or Member, such notice may be given by mail, addressed to such Director or Member, at his, her or its address as it appears on the records of the Corporation, with postage thereon prepaid. Unless written notice by mail is required by law, the Certificate of Incorporation or another provision of these Bylaws, and subject to the provisions below relating to notice by electronic transmission to Members, written notice may also be given by electronic mail, telecopy, commercial delivery service, or similar means, addressed to such Director or Member at his, her or its address as it appears on the records of the Corporation.

(b) Without limiting the foregoing, the Corporation adopts electronic mail as its principal source of communication with its Members. Each Member acknowledges and agrees that the Corporation shall not be under any obligation (except as required by law or these Bylaws) to send any notice to any Member by any means other than electronic mail, and it is therefore the responsibility of each Member to avail itself of and make such arrangements as may be necessary to receive notice in such fashion, including providing the Corporation with the name and electronic email address of at least one contact person for receiving notices and other communications from

the Corporation, and keeping such information updated during the term of membership of such Member.

Section 11.3 Fiscal Year

The fiscal year of the Corporation shall begin on January 1 of each calendar year, unless changed by resolution of the Executive Board.

Section 11.4 Reserves

The Executive Board may set apart out of any funds of the Corporation a reserve or reserves for any proper purpose and may abolish any such reserve.

Section 11.5 Proprietary Rights; Confidentiality

(a) No Member or any non-Member participant (including, for instance, guests) during any official meeting or activity of the Corporation, including but not limited to Member meetings, Committee or Working Group meetings, Executive Board meetings, meetings of committees of the Executive Board and sub-committees thereof, electronic mail or the like, shall disclose any of its proprietary or confidential information to the Corporation, other Members, or participants or guests.

(b) No express or implied right, whether by implication, estoppel, or otherwise, to any patent, copyright, trademark, trade secret, or other intellectual property right of any Member is or shall be deemed to be granted to the Corporation or to any other Member by reason of its membership in or participation in the activities of the Corporation, except as may be provided in a separate written agreement, specifically including, but not limited to, the Membership Agreement and IPR Policy.

(c) No Member shall at any time be required to exchange proprietary information with any other Member solely by reason of its being a Member of the Corporation.

(d) Notwithstanding Section 11.5(a), the proceedings of, and any information disclosed or discussed during, any official meeting or activity of the Corporation, including but not limited to Member meetings, Committee or Working Group meetings (including any sub-committees thereof), Executive Board meetings, electronic mail, or the like shall be considered Confidential Information of the Corporation, and shall be treated as confidential by each Member, as provided in each Member's Membership Agreement, or, in the case of a non-Member participant (such as a guest), via such agreement as the Executive Board may approve.

Section 11.6 Dissolution

Upon dissolution of the Corporation by the Executive Board pursuant to these Bylaws, all remaining cash after liquidation and satisfaction of debts shall be contributed to another appropriate 501(c)(6) entity to be determined by the Executive Board.

Section 11.6 Severability

If any word, clause or provision of these Bylaws shall for any reason be determined to be invalid, the provisions hereof shall not otherwise be affected thereby but shall remain in full force and effect.

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