

MESA Standards Alliance Membership Agreement

For MESA Standards Alliance:

235 Montgomery, Suite 950
San Francisco, CA 94104

Contact Information:

Darcy Wheelles, Program Director
415-820-4433
darcy@mesastandards.org

For Member Company:

Company Name

Address

City, State, ZIP Code

Technical Contact Name

Technical Contact E-mail Address

Technical Contact Phone

Billing Contact Name

Billing Contact E-mail Address

Billing Contact Phone

Membership Class (pick one)

- Standard – \$5,000 (Revenue > \$1M USD)
- Small Business – \$3,000 (Revenue < \$1M USD)
- MESA/SunSpec Joint Modbus* – \$7,000
- Individual – \$1,000
- Student – \$350
- Strategic Partner – \$1,000

**All MESA/SunSpec Joint Modbus Members must also sign a membership agreement for SunSpec Alliance.*

By signing below, Member acknowledges and agrees as a condition of membership in MESA Standards Alliance to be bound by and abide by the terms and conditions of membership as provided in the Bylaws, as may be amended, and the Policies and Procedures of MESA Standards Alliance as may be adopted by the organization.

Contact Name: _____

Signature: _____

Contact Title: _____

Date Signed: _____

MESA STANDARDS ALLIANCE TERMS AND CONDITIONS OF MEMBERSHIP

1. Incorporation

The MESA Standards Alliance (the “Alliance”) is organized as a nonprofit corporation under the laws of the State of California. The Articles of Incorporation and current Corporate Bylaws of the Alliance are set forth in Exhibit 1 (“Bylaws”). The Alliance has filed for tax-exempt status under Section 501(c)(6) of the Internal Revenue Code of 1986, as amended, and Member agrees not to engage in activities for or on behalf of the Alliance that may adversely affect the nonprofit or tax-exempt status of the Alliance.

2. Purposes of Alliance

The Alliance is a non-profit mutual benefit corporation formed to accelerate the growth of the renewable energy industry through standardization of interfaces for energy system components. This standardized framework will leverage existing standards wherever possible.

The purposes for which the Alliance is organized are to:

- a) Accelerate the growth of the energy storage industry through creating physical, electrical, and communication standards to enable “plug and play” system interoperability.
- b) Make appropriate use of standards created by other standards bodies, agencies, and associations wherever possible;
- c) Promote the ratification, approval, and adoption of such specifications developed by the Alliance to utilities, manufacturers, systems integrators, and regulatory agencies, and other interested stakeholders;
- d) Establish certification guidelines and procedures to ensure compatibility and interoperability of the standard recommendations among third party products;
- e) Provide a forum and environment whereby the Alliance’s Members may meet to define and publish recommendations; and provide a forum whereby users may meet with developers and providers of related products and services to identify requirements for interoperability and general usability; and
- f) Educate the business, regulatory, and customer communities as to the value, benefits, and applications for such standards through public statements, publications, trade shows demonstrations, seminar sponsorships, and other programs established by the Alliance.

The following is a summary of the terms and conditions of membership in the Alliance. The following is not all inclusive and any Member or prospective member should consult the Bylaws and the Alliance’s Policies and Procedures for full details.

CONDITIONS OF MEMBERSHIP

To be considered for membership in the Alliance and for continued membership in the Alliance, Member agrees to the following terms and conditions:

3. Participation as a Member; Dues

Subject to approval of the membership by the Alliance and upon payment of the appropriate dues, Member shall hold the status of the class of Standard, Small Business, Individual, Student, or Strategic Partner Member in the Alliance (indicated on the cover page of this Member Agreement) for a period of twelve (12) months commencing on date the Alliance receives signed "Member Terms and Conditions" from Member. Annual renewal of membership shall be conditioned on: (1) approval of membership by the Alliance and (2) payment of the applicable annual dues established by the Board of Directors.

In addition to annual dues, members may be required to pay additional specially assessed dues as determined by the Board of Directors in its sole discretion.

Failure to pay annual or specially assessed dues, when due, shall result in termination and/or non-renewal of membership. In order to be eligible to vote, members must be current with all dues.

Member dues are non-refundable, except in the case of a distribution upon the event of dissolution as set forth in the bylaws. The Board of Directors may increase or decrease the annual dues required of Members in accordance with the bylaws; provided, any increase will be applied only prospectively. All dues shall be used in furtherance of the purposes of the Alliance. All membership rights shall automatically cease on a member's death, dissolution, termination or dissolution of the Alliance, or any termination of membership. Notwithstanding anything in this Agreement to the contrary, the sole and exclusive remedy of the Alliance for non-payment by Member of any dues or other fees, whether annual or specially assessed, will be termination or non-renewal of membership.

All memberships shall be personal to the individual Member and no membership or right arising from membership may be sold, assigned or transferred, by gift or otherwise, except in the case of corporate mergers where the membership will transfer to the new corporate entity for the remainder of the calendar year. Any attempt to transfer, sell, or assign any membership or membership rights shall be null and void, and the membership may be terminated in the sole discretion of the Board.

4. Duties and Rights of Members

The duties, rights, privileges, and obligations of Members are as set forth in the Bylaws, which may be amended from time to time in accordance with their terms, and applicable law. Unless otherwise provided in the Bylaws or required by applicable law, Members shall not be entitled to any voting rights with respect to the business or proceedings of the Alliance.

The designated contact and representative of Member is identified on the first page of this Acknowledgment. Member may change the designated representative by written notice to the Alliance.

If Member is a consortium, association or other similar organization, or otherwise has members

or sponsors, the rights and privileges granted to Member as a Member shall extend only to Member, and not to Member's members or sponsors.

Member is permitted to list the Alliance's name and logo on Member's web site and advertising and promotion materials in accordance with guidelines to be adopted by the Alliance; provided that this permission and usage may be revoked by the Alliance in its sole discretion by written notice to the Member.

Alliance shall have the right to list Member's name and logo on the Alliance web site and advertising and promotion materials, after prior approval by the Member.

5. Intellectual Property

Member agrees to the terms and conditions of the Intellectual Property Rights ("IPR") Policy as adopted by the Alliance and as may be amended from time to time. The following is the Alliance's IPR Policy. A more detailed policy may be adopted by the Alliance at a future date.

Recognizing that the Alliance is an open participation organization whose activities are focused to accelerate the growth of the renewable energy industry through standardization of interfaces for energy storage systems, this IPR Policy is designed to maximize widespread adoption of Specifications.

- a) **Disclosure of Necessary Claims.** Each Member shall disclose whether such Member has any Necessary Claims or Related Patent Applications (including without limitation, any Necessary Claims or Related Patent Applications of an Affiliate of a Member and/or a Non-Member) relating to the applicable Proposed Specifications and/or Adopted Specifications. Each Member is encouraged to disclose as soon as possible IPR information associated with any standardization proposal.
- b) **Alliance IPR and IPR Contributed to the Alliance.** All rights, title and interest in and to any and all IPR, software and documentation created or developed by individuals employed or retained by the Alliance for creation or development of same shall vest in the Alliance ("Alliance IPR"), and the Alliance shall be free to use and publish any research results, ideas, algorithms, techniques, and other information developed for or by the Alliance as determined by the Board of Directors. Members shall have a Royalty Free License to Alliance IPR.

6. Confidential Information

It is the policy and practice of the Alliance to make available to the Members all information relevant to development of industry standards and furtherance of the Alliance's stated mission and purposes. Except as otherwise identified by Member, any information a Member submits or discloses to the Alliance, including any committee or working group thereof, shall be treated as non-confidential and shall be available to all Members without restriction.

In the interest of procuring and developing information in furtherance of the Alliance's mission and purposes, the Alliance may agree to treat some information provided by a Member as that Member's Confidential Information subject to the policies and procedures adopted by the Alliance relative to confidential information.

7. Prohibited Antitrust Activities

Certain types of activities conducted by industry Members may be subject to scrutiny under antitrust laws as being anti-competitive. In order to minimize exposure of the Alliance and its Members (together, and collectively with any other class of Members of the Alliance, the "Members") to antitrust liability, the Alliance and each Member agree to abide by federal antitrust laws when participating with, for, or on behalf of the Alliance.

8. Termination

A Member's membership shall terminate upon any of the following occurrences:

- a) Voluntary withdrawal by the Member.
- b) Termination by the Board of Directors for failure to comply with the terms and conditions of membership.
- c) Failure to pay annual or specially assessed dues.

EXHIBIT 1 ARTICLES OF INCORPORATION

I

The name of the corporation is *MESA Standards Alliance*.

II

A. This corporation is a nonprofit **Mutual Benefit Corporation** organized under the Nonprofit Mutual Benefit Corporation Law. The purpose of this corporation is to engage in any lawful act or activity, other than credit union business, for which a corporation may be organized under such law.

B. The specific purpose of this corporation is to promote the growth and development of the energy storage systems industry through standardization of electrical, physical, and communication interfaces for energy storage components.

C. Notwithstanding any of the above statements of purposes and powers, this corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the specific purposes of this corporation.

III

The initial business address of this corporation is:

Address: 2320 California Street

City: Everett State: WA Zip Code: 98201

The name and address in the State of California of this corporation's initial agent for service of process

Name: Trevor L. Stapleton, c/o Wilke, Fleury, Hoffelt, Gould & Birney, LLP

Address: 400 Capital Mall, Twenty-Second Floor

City: Sacramento State: CA Zip Code: 95814

IV

No part of the corporation's net earnings will inure to the benefit of any private shareholder or individual and the organization is not organized for profit or organized to engage in an activity ordinarily carried on for profit.

V

This corporation shall indemnify any person or entity who was or is a party or is threatened to be made a party to any proceeding by reason of the fact that such person, or such entity's designee, is or was a Director, Alternate Director, Officer or member of any committee or working group of this corporation, to the fullest extent allowed under the provisions of Section 7237 of the California Nonprofit Corporation Law relating to the power of a corporation to indemnify any such person or entity.

Trevor L Stapleton, Incorporator

MESA Standards Alliance Bylaws

MESA Standards Alliance, Inc.
BYLAWS as amended November 20, 2019

Article I

Name, Principal Office, Purpose, and Restrictions

1.01 Name and Office: The name of the Corporation is MESA Standards Alliance, a California nonprofit mutual benefit corporation. The MESA Standards Alliance office shall be located in a place determined by the Board of Directors (Board).

1.02 Purpose: The purpose of MESA Standards Alliance is to accelerate the growth of the energy storage industry through creating physical, electrical, and communication standards to enable “plug and play” system interoperability.

1.03 Restrictions: The Corporation is subject to various laws and regulations. All policies and activities of MESA Standards Alliance and its members shall be consistent with: (1) federal, state and local antitrust and trade requirements; (2) its nonprofit status such that its earnings shall not be distributed to the members by way of dividends or otherwise; and (3) all other applicable laws, such as those protecting intellectual property and contracts.

Article II

Membership

2.01 Membership: Membership shall be comprised of individuals and companies representing the energy industry, their customers, and other interested stakeholders. Each member shall be assigned to one of the below categories with such rights as the Board may determine.

2.02 Standard Members: Standard members are industry equipment or software suppliers, public and private utilities, trade associations, or other organizations with annual revenues exceeding \$1 million USD. Standard members can be nominated and serve on the Board of Directors, submit recommendations, lead and participate in working groups, and participate in all activities of the Alliance. SunSpec/MESA Joint Modbus Members are considered Standard Members.

2.03 Small Business Members: Small Business members are industry equipment or software suppliers, public and private utilities, trade associations, or other organizations with annual revenues less than or equal to \$1 million USD. Small business members can be nominated and serve on the Board of Directors, submit recommendations, lead and participate in working groups, and participate in all activities of the Alliance.

2.04 Individual Members: Individual membership is extended to a single person who is engaged in the development, distribution, installation, maintenance, use, or support of MESA Standards. Individual Members can be nominated and serve on the Board of Directors, submit recommendations, lead and participate in working groups, and participate in all activities of the Alliance.

2.05 Student Members: Student membership is extended to undergraduate or graduate student who is supportive of the MESA Standards. Students are eligible only when actively enrolled half time or more as a student in a recognized university or college and actively pursuing a degree related to energy storage. Student memberships are limited to four years per person. Student members can participate in work groups, attend general meetings, and receive member communications. Student members may vote, but not hold elective office.

2.06 Strategic Partners: Strategic partners are organizations and individuals with industry expertise that partner with MESA Standards Alliance to facilitate the exchange of knowledge and leverage existing efforts. Strategic partners can participate in work groups, attend general meetings, and receive member communication. The MESA Board may waive any membership fees for Strategic Partners.

2.07 Membership Application: Individuals, firms, or corporations seeking membership must complete a membership application and membership agreement with MESA Standards Alliance in order to be eligible for membership.

2.08 Primary Representatives of Members: (a) Each Member firm, corporation, or company shall designate one individual as its voting Primary Representative and one Alternate to act in the Primary Representative's absence by giving written notice of such designation to the Secretary of MESA Standards Alliance; and (b) the Primary Representative shall be the primary liaison with MESA Standards Alliance and shall coordinate the involvement of the Member.

2.09 Discipline of Members: A Member may be publicly reprimanded, suspended, or have their membership terminated for cause by the Board. "Cause" shall include a failure, in serious degree, to observe MESA Standards Alliance rules of conduct as prescribed by the Board in these Bylaws or otherwise. The discipline shall occur only after the Member has been given a fifteen-day prior written notice of the proposed discipline and the reasons therefore. The Member shall have an opportunity to be heard, orally or in writing, not less than five days before the effective date of the discipline by the Board or its designee. The Board shall determine whether cause exists and the appropriate discipline, if any. The Board is not required to follow the procedure when imposing a lesser discipline, such as a private reprimand.

2.10 Termination of Membership: A membership shall be suspended or terminated whenever the Board or its designee determines that any of the following have occurred: a) resignation of a

Member, on reasonable notice, (b) failure of a Member to pay dues, fees, or assessments in accordance with rules adopted by the Board, or (c) occurrence of any event that renders a Member either ineligible for membership or incapable of satisfying membership qualifications.

2.11 Voting: Standard, Small Business, Individual, or Student Members (“Voting Members”) shall have one vote each on matters on which MESA Standards Alliance Members are entitled to vote. Every Voting Member shall have the right to vote in person or by an agent authorized by a written proxy signed by the Primary Representative of the Member and filed with MESA Standards Alliance pursuant to its procedures. Voting Members’ entitlement to voting rights is contingent upon the Member being current on its dues and assessment obligations to MESA Standards Alliance.

2.12 Dues: The Board shall set dues, fees, and assessments and set the terms of payment. Any Member who is delinquent in dues, fees, or assessments may be suspended or terminated as provided above.

Article III Affiliates

3.01 Affiliates: Affiliates shall be associations organized with objectives consistent with the purposes of MESA Standards Alliance and the provisions contained in the MESA Standards Alliance Affiliate Agreement.

3.02 Affiliation Agreement: Associations seeking affiliation must complete a MESA Standards Alliance Affiliate Agreement.

3.03 Members of Affiliates: Members of affiliated associations shall have automatic membership in MESA Standards Alliance as Standard Members.

Article IV Meetings

4.01 Annual Meeting: The annual meeting of the Voting Members shall be held at a time and place to be determined by the Board. At the annual meeting, the members shall elect members of the Board of Directors in accordance with these Bylaws and policies established by the Board. The Voting Members may also conduct other business as specified by the Board.

4.02 Special Meetings: Special meetings of the Members may be called by the Secretary/Treasurer, the Chair of the Board of Directors, a Vice Chair, or by any two members of the Board of Directors.

4.03 Notice of Meetings: Notice of meetings of the Members shall be delivered in writing not less than 14 days before the date of the meeting. Such notice shall specify the date, time, place, and purpose of such meeting and provide sufficient information so that Members can form a reasoned judgment as to the business to be transacted at this meeting. A quorum shall be 50 percent of the Voting Members of MESA Standards Alliance represented by their Primary Representatives or Alternates at the meeting called or represented via electronic vote within one week of the meeting. Notice of meetings shall be sent by one or more of the following methods: in-person, fax, mail, or email.

4.04 Action by Written Ballot: Any action required or permitted to be taken at a meeting of the Members may, when directed by the Board, be taken by written ballot according to law.

4.05 Participation of Non-Members: A meeting of Members is limited to Members in good standing and others authorized to attend. However, the Board of Directors, in its sole discretion, may invite other interested persons to attend a particular meeting or portion of a meeting.

4.06 Voting Procedure: Member votes can be submitted by ballot, voice vote, or via electronic vote to MESA staff within one week of the member meeting.

Article V

Board of Directors

5.01 Board of Directors: The Board of Directors shall be the governing body of the Corporation. Membership on the Board shall be limited to the Primary or Alternative Representatives of the Members and shall further be limited to one representative per Member.

5.02 Board Composition: The Board shall consist of seven representatives from the three categories of members: Standard, Small Business, and Individual. Standard members may designate five directors to represent all members in that category. The Small Business category may designate one director to represent all of the members in that category. One additional board seat is reserved for the special At Large category, which is comprised of all Standard, Small Business, or Individual members. If a Board seat cannot be filled by the member category, a member from any category may fill the empty Board seat with approval of the other Board members.

5.03 Executive Director: The Executive Director, if and when appointed, shall serve as an ex officio, non-voting member of the Board. Prior to the appointment of an Executive Director, the Board may invite staff to observe the Board meeting.

5.04 Term: Each of the seven elected Directors will serve for a period of one year. Terms will begin immediately following the annual meeting at which Directors are elected and shall last

until their successors are elected and qualified, or until their earlier resignation, removal, or death.

5.05 Participation: All Directors must participate in all Board meetings either in person, via teleconference, or via proxy. The failure of any elected Board member or designated proxy to attend two consecutive meetings shall constitute resignation from the Board of Directors.

5.06 Committees and Working Groups: The Board will establish working groups and task groups to develop recommendations on specific technical and marketing issues and will provide direction to the Executive Committee with respect to proposed funding of marketing programs.

5.07 Duties of the Board: The Board is the governing body of the Corporation and may delegate the management of the activities of MESA Standards Alliance to any person or persons, management company, or committee however composed, provided that the activities and affairs of the corporation shall be managed and all corporate powers shall be exercised under the ultimate direction of the board. The Board shall (a) approve the budget of MESA Standards Alliance, (b) approve the annual plan for technical, marketing, and other activities to be conducted by MESA Standards Alliance, and (c) approve the recommendations regarding the technical requirements to obtain MESA Standards Alliance certification.

5.08 Meetings: The Board shall hold regular meetings at times and places designated by the Board. The Board shall keep a record of its proceedings and shall report on its activities at each member meeting.

5.09 Meeting by Conference Telephone or Other Electronic Means: Members of the Board may participate in a meeting through use of conference telephone, electronic video screen communication, or other communication equipment if all of the following apply: (1) each Director can communicate with all of the other Directors concurrently; (2) each Director is provided with a means of participating in all matters before the Board, including the capacity to propose, or to interpose an objection, to a specific action to be taken; (3) a means of verification is adopted and implemented by the Corporation as to both of the following: (a) the person communicating by electronic means is entitled to participate in the Board meeting and (b) all statements, questions, actions, or votes were made by that person and not by another not entitled to participate.

5.10 Observers: In the event that a Director is incapable of attending a meeting due to absence or otherwise, or no longer desires to serve in such capacity for any reason, the applicable Member shall have the right to appoint a non-voting observer to attend Board meetings until such time as the Member is able to appoint a new Primary Representative who will serve on the Board of Directors. Any non-voting Board observer shall be invited to attend all meetings of the Board of Directors, and committees thereof. Each such non-voting observer shall be provided

copies of all notices, minutes, consents, and other materials that the Corporation provides to its Directors generally at the same time that it provides the materials to the Directors.

5.11 Special Meetings: Special meetings of the Board may be called by the Secretary or by any three Directors.

5.12 Notice: The Board may hold regular meetings without notice if the time and place of such meetings is fixed by the Board. The Board may hold special meetings upon four days' notice by first class mail or 48 hours' notice delivered in-person or by telephone, fax, or email. In all cases notices shall specify in reasonable detail the business to be transacted.

5.13 Quorum: All Directors shall have one vote each on matters on which the Board of Directors is entitled to vote. A majority of the Directors then in office shall constitute a quorum for the transaction of business at any meeting of the Board. Any action taken at a meeting may be taken by a majority of a quorum and is the action of the Board.

5.14 Action by Unanimous Written Consent: Any action required or permitted to be taken at a meeting of the Board of Directors may be taken without a meeting, with a consent in writing, setting forth the action so taken, shall be signed by each Director.

5.15 Vacancies: Should a Director resign from the Board, or otherwise be unable to complete his/her term of service on the Board, the Board of Directors, by majority vote, shall have the authority to fill that vacant position until the next general election. In filling vacancies, the Board of Directors shall make best efforts that the replacement Director is a Primary Representative of a firm, company, or corporation with membership in the same membership category (Standard, Small Business, or Individual) as the Director who vacated his/her seat on the Board.

Article VI

Executive Committee

6.01 Powers and Qualifications: The Executive Committee shall have the authority of the Board to act in its place between Board meetings on all matters except those specifically reserved to the Board by law or by the Board itself. The Executive Committee shall report its action to the Board at the earliest practical time.

6.02 Composition: The Executive Committee shall consist of three members: the Chair of the Board, the Vice Chair of the Board, and one additional Director selected by the Board.

Article VII

Officers

7.01 Designation: The principal Officers of this Corporation shall be the Chair, Vice Chair, Chief Financial Officer or Treasurer, Secretary, and such other officers as the Board of Directors may appoint. One person may hold two or more offices. Officers must be the Primary Representatives of Voting Members.

7.02 Selection: The Board shall select the Officers annually.

7.03 Duties: The Officers perform those duties that are usual to their positions and that are assigned to them by the Board, including those duties that are set forth in the position description for each Officer as adopted by the Board from time to time. In addition, the Chair serves as Chair of the Board; the Vice Chair acts in place of the Chair when the Chair is not available; and the Treasurer is the Chief Financial Officer of the Corporation.

7.04 Removal, Resignation, and Vacancy: The Board may, in its discretion, remove an officer. An officer may resign and should give the Board appropriate notice. The Board may fill any Officer vacancy.

7.05 Other Officers: The Board may appoint such other Officers as it deems appropriate.

Article VIII

Executive Director

8.01 Executive Director: MESA Standards Alliance may have an Executive Director. The Executive Director shall have general powers and duties of supervision and management normally associated with a Chief Executive Officer and shall be selected by the Board. The Executive Director shall report to the Executive Committee of MESA Standards Alliance and shall have general supervision, direction, and control of the daily affairs of MESA Standards Alliance. The Executive Director shall also perform those duties specified in Board policies and procedures and by written agreement. Until an Executive Director is chosen by the Board, a Program Director will oversee day-to-day operations of the organization and report to the Board.

Article IX

Committees

9.01 Committees and Task Groups: The Board may establish such committees, working groups, and task groups as it deems necessary to carry on the work of MESA Standards Alliance and shall prescribe their specific powers and duties. The Board, in its discretion, may terminate any such committee, working group, or task group. A task group shall be designated as standing or special, and a working group is for a specific purpose. The Board shall document the specific mission and authority that is being delegated in each committee, working group, or task group.

Article X

Board Policies

10.01 Authority: The Board has the authority to adopt policies necessary or appropriate in the best interests of MESA Standards Alliance.

10.02 Effect: Board policies shall be binding such that both MESA Standards Alliance and each of its Members are required to follow them.

10.03 Amendment: The Board may amend policies from time to time and shall notify each Member of significant amendments.

Article XI

Antitrust

11.01 Antitrust: Each Member of MESA Standards Alliance shall comply with federal, state, and local laws and regulations regarding antitrust and fair trade. Each Member shall also abide by the antitrust statement adopted by the Board.

Article XII

Intellectual Property

12.01 Intellectual Property: A Member should expect its own intellectual property rights to be protected and should respect the intellectual property rights of other members. Each Member shall be required to abide by the Intellectual Property Rights Policy adopted by the Board.

Article XIII

Confidentiality

13.01 Confidentiality: Each Member shall be responsible for preserving the confidentiality of its own proprietary information and shall, to the extent reasonably possible, refrain from exchanging confidential information and trade secrets while participating in meetings and activities. Each Member shall be required to observe the confidentiality of other Members and shall strictly observe the Confidential Information Policy adopted by the Board.

Article XIV

Use of Funds

14.01 Use of Funds: MESA Standards Alliance shall use its funds only to accomplish the objectives and purposes specified in these Bylaws and no part of said funds shall inure, or be distributed, to the Members of MESA Standards Alliance.

Article XV

Indemnification and Insurance

15.01 Indemnification: To the fullest extent permitted by the law, MESA Standards Alliance shall indemnify and hold harmless all agents against claims arising out of any alleged or actual action or inaction in the good-faith performance of their duties. "Agents" for this purpose shall include Directors, Officers, and Members.

15.02 Insurance: MESA Standards Alliance shall have the right to purchase and maintain insurance to the full extent permitted by law on behalf of its agents against any liability asserted against or incurred by the agent in such capacity arising out of the agent's status as such.

Article XVI

Dissolution

16.01 Dissolution: MESA Standards Alliance may be dissolved upon a majority vote of the Voting Members of MESA Standards Alliance. Any funds that remain after the dissolution has been carried out shall be divided among the Members pro-rata based on the Member's dues paid during the one-year period prior to the dissolution. All members shall continue to have a Royalty Free License to Alliance IPR.

Article XVII

Amendment

17.01 Amendment: These Bylaws may be amended by a majority vote of the Board or the Members, provided that certain amendments to the Bylaws, which will materially affect the rights of Members, must be approved by the voting Members according to law.

Article XVIII

Certification

18.01 Certification: These Bylaws were approved via electronic vote by the Board of Directors on November 20, 2019.