

# SunSpec Alliance, Inc.

## BYLAWS

### Article I

#### Name, Principal Office, Purpose and Restrictions

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

**1.02 Purpose:** The purpose of SunSpec Alliance is to accelerate the growth of the renewable energy industry through standardization of monitoring and management interfaces for energy system components.

**1.03 Restrictions:** The corporation is subject to various laws and regulations. All policies and activities of SunSpec 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 renewable energy industry and their customers. Each member shall be assigned to one of the below categories with such rights as the Board may determine.

**2.02 Founding Member:** As the Founding Member of the Corporation, Fat Spaniel Technologies shall participate as a non-fee paying Sponsor Member and shall hold a permanent seat on the Board of Directors.

**2.03 Sponsor Members:** Corporate Sponsor membership is extended to industry stakeholders that strongly support the vision, mission, and activities of the SunSpec Alliance and who are approved for Sponsor membership by the Board. Sponsor membership shall be limited to the first ten members approved by the Board. The primary representative designated of a Sponsor Member company is eligible to hold a seat on the Board of Directors, submit recommendations, lead and participate in working groups, and participate all activities of the Alliance.

**2.04 Contributing Members:** Contributing membership is extended to industry equipment or software suppliers with a need to influence, guide, and promote SunSpec Alliance Recommendations

consistent with the purpose of the Corporation. Contributing Members shall have the right to vote and the opportunity to participate in work groups and committees. Contributing members may be nominated and elected to the Board of Directors.

**2.05 Supporting Members:** Supporting membership is extended to an individual or corporation that is a non-manufacturer or supplier who engages in the distribution, installation, maintenance, use, or promotion of SunSpec Alliance Recommendations. Supporting Members shall have the right to vote and the opportunity to participate in work groups and committees. Supporting Members may be nominated and elected to the Board of Directors.

**2.06 Individual Members:** Individual membership is extended to an individual that is engaged in the development, distribution, installation, maintenance, and use of SunSpec recommendations. Individual Members may not vote or serve on the Board of Directors. Individual Members shall have the opportunity to participate in general meetings and have access to the Members-only website and discussion forum.

**2.07 Membership Application:** Individuals, firms, or corporations seeking membership must complete a membership application and membership agreement with SunSpec 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 an one Alternate to act in the Primary Representative's absence by giving written notice of such designation to the Secretary/Treasurer of SunSpec Alliance; and (b) the Primary Representative shall be the primary liaison with SunSpec Alliance and shall coordinate the involvement of the Member.

**2.09 Discipline of Members:** A Member may be publicly reprimanded, fined, suspended, or have their membership terminated for cause by the Board after the following procedure:

Cause shall include a failure, in serious degree, to observe SunSpec 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, in any. The Board is not required to follow the procedure when imposing a lesser discipline such as 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:** Sponsor Members, Contributing Members and Supporting Members ("Voting Members") shall have one vote each on matters on which SunSpec 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 SunSpec 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 SunSpec 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 SunSpec Alliance and the provisions contained in the SunSpec Alliance Affiliate Agreement.

**3.02 Affiliation Agreement:** Associations seeking affiliation must complete a SunSpec Alliance Affiliate Agreement.

**3.03 Members of Affiliates:** Members of affiliated association shall have automatic membership in SunSpec Alliance.

### **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.

**4.01 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.

**4.02 Notice of Meetings:** Notice of meetings of the Members shall be delivered in writing not less than 20 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 20 percent of the Voting Members of SunSpec Alliance represented by their Primary Representatives or Alternates at the meeting called. Notice of meetings shall be sent by one or more of the following methods: personally, fax, mail, or email.

**4.03 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.

**4.04 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.

## **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 Representatives of Voting Members, shall not be available to Alternate representatives, and shall further be limited to one representative per Member.

**5.02 Board Composition:** The Board shall consist of representatives from the three categories of voting members: Sponsor, Contributing, and Supporting. Sponsor members may designate a primary representative to be a director. The Contributing and Supporting categories may each have three members elected representing all of the members in that category.

**5.03 Executive Director:** The Executive Director will be an appointed position and shall serve as an ex officio member of the Board.

**5.04 Term:** Each of the six 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 or via teleconference. The failure of any elected Board member 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 Secretary/Treasurer 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 SunSpec 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 SunSpec Alliance, (b) approve the annual plan for marketing activities to be conducted by SunSpec Alliance, and (c) approve the recommendations regarding the technical requirements to obtain SunSpec 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 members' 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 the Director is incapable of attending a meeting due to absence or otherwise, or no longer desires to serve in such capacity for any reason, or is directed by the applicable Sponsor Member to resign in such capacity, the applicable Sponsor Member shall have the right to appoint a non-voting observer to attend Board meetings until such time as the Sponsor 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, and, in this respect, 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 it provides same to the Directors.

**5.11 Special Meetings:** Special meetings of the Board may be called by the Secretary/Treasurer 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 personally 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 elected to represent Contributing Members or Supporting Member 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 any that vacant position until the next general election. In filling vacancies, the Board of Directors shall ensure that the replacement Director is a Primary Representative of a firm, company, or corporation with membership in the same membership category (Contributing or Supporting) 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 an 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 Secretary/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:** SunSpec Alliance shall 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 SunSpec Alliance and shall have general supervision, direction and control of the daily affairs of SunSpec Alliance. The Executive Director shall also perform those duties specified in Board policies and procedures and by written agreement

## **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 SunSpec 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 SunSpec Alliance.

**10.02 Effect:** Board policies shall be binding such that both SunSpec 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 SunSpec 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:** SunSpec 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 SunSpec Alliance.

## **Article XV Indemnification and Insurance**

**15.01 Indemnification:** To the fullest extent permitted by the law, SunSpec 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, members.

**15.02 Insurance:** SunSpec 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:** SunSpec Alliance may be dissolved upon a majority vote of the Voting Members of SunSpec 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. 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 members according to law.