

AUGMENTED REALITY FOR ENTERPRISE AREA
BYLAWS
Effective September 29th, 2021

1. Mission and Scope of the Augmented Reality for Enterprise Alliance.

1.1. Purpose. The purpose of the Augmented Reality for Enterprise Alliance (“**AREA**”) is to help companies become more successful through the smooth introduction and widespread adoption of open and interoperable augmented reality (“**AR**”) systems. Specifically, AREA will: (a) enable collaboration among members on the research and development of solutions to technical, societal or business obstacles members encounter (the “**Working Groups**”), (b) partner and/or coordinate with standards development organizations and other industry groups seeking to advance AR, (c) prepare and publish informational and education programs and tools (e.g., webinars, conferences, downloadable guides, certification) and other work product (“**Work Product**”), and (d) undertake those other activities which its Steering Committee (as defined below) may from time to time approve.

1.2. Policies. AREA is a distinct program of the Object Management Group, Inc. (“**OMG**”), operating under and consistent with **OMG**’s tax-exempt status and, subject to the limitations of Section 12, adhering to the provisions of **OMG**’s Bylaws and policies that concern **OMG** consortia, communities, programs and other subgroups, which policies as of the Effective Date include the following: **OMG** Bylaws Sections 1.6, 10.1, 14.3, and 15; **OMG** Antitrust Policy (as further noted in Section 8 below); **OMG** Privacy Policy; **OMG**’s “Trademarks, Logos, and Copyrighted Materials – Requests for Use” (subject to Section 7 below); and **OMG**’s “Content Disclaimer and Limitation of Liability.” (For clarification, (i) these Bylaws shall supersede any contrary policies of **OMG**, and (ii) none of the policies issued by the Platform Technology Committee, Domain Technology Committee and Architecture Board shall apply to AREA as long as it does not develop or adopt technical specifications or specify technologies to be used.)

1.3. Governance.

1.3.1. AREA. The Steering Committee of AREA (“**Steering Committee**”) manages AREA and the representatives on the Steering Committee will owe to AREA, as a program of **OMG**, duties of care and loyalty that are comparable to the fiduciary duties owed by the members of the board of directors of a corporation.

1.3.2. Committees. The Steering Committee will review and approve a mission-oriented charter for each Committees (each, a “**Charter**”).

1.3.3. OMG. **OMG** has such authority over the governance, operations and assets of AREA as is set forth herein, including Section 12.

2. Membership. AREA will be composed of Sponsor Members, Contributor Members, Non-commercial/Academic Members, and Partner Members. Additional classes of voting and non-voting members may be created in the future, and the rights of existing classes of members may be amended, in each case pursuant these Bylaws and any other applicable

requirements. Sponsor Members, Contributor Members, and any future classes of members that are entitled to voting rights shall be collectively referred to as “**Voting Members.**” All Voting and non-voting memberships in AREA are collectively referred to in these By-laws as “**Memberships**”, and a person or entity holding Membership is referred to in these Bylaws as a “**Member**”. All Members must (i) execute a Membership agreement, which will be in a form approved by the Steering Committee and to which OMG shall be a party (a “**Membership Agreement**”), and (ii) pay the fees for the relevant class of Membership, which fees are held by OMG for the benefit of its AREA program, subject to these Bylaws. During the term of their Membership, all Members will comply with all policies that AREA may adopt; all new policies and amendments will be effective upon at least thirty days written notice to then-current Members.

- 2.1. Sponsor Members**, while in good standing, shall be entitled to all the benefits of Contributor Members as well as AREA leadership including but not limited to the right to designate one representative to serve as a member of the Steering Committee, the ability to nominate representatives to run for election as officers of AREA (each an “Officer”) and such other benefits as may be approved from time to time by the Steering Committee and found in AREA’s Membership benefits policies.
- 2.2. Contributor Members**, while in good standing, shall be entitled to all the benefits of Non-commercial/Academic Members, as well as the right to participate and vote in all AREA committees and commercial programs and the right to vote on the election of Contributor Steering Committee seats and such other benefits as may be approved from time to time by the Steering Committee and found in AREA’s Membership benefits policies. Contributor Steering Committee seats are eligible to be nominated for and, if elected, to serve as officers of AREA.
- 2.3. Non-commercial/Academic Members**, while in good standing, shall be entitled to all the benefits of Partner Members as well as the right to participate in AREA research programs, committees and other Working Groups, and such other benefits as may be approved from time to time by the Steering Committee and found in AREA’s Membership benefits policies.
- 2.4. Partner Members**, shall be entitled to access and contribute to AREA content, and to receive discounts on meeting registration fees of AREA and its partners, courseware and fee-based services as from time to time approved by the Steering Committee and found in the organization’s Membership benefits policies.
- 2.5. Affiliates of Members.** A Member and its affiliates will be treated as a single Member. A Member’s “affiliates” are all other entities that Control, are Controlled by, or are under common Control with that entity. As used herein, “Control” means (a) in the case of corporate entities, direct or indirect ownership of more than fifty percent (50%) of the stock or shares having the right to vote for the election of directors, and (b) in the case of a limited liability company or other non-stock entities, the direct or indirect power to manage, direct, or cause the direction of the management and policies of the non-stock entity or the power to elect more than fifty percent (50%) of the members of the governing body of such non-corporate entity.

2.6. No Membership Assignment. AREA Membership is non-transferable, non-salable and non-assignable, but a Member may transfer its current Membership to a successor of substantially all of its business or assets, whether by merger, sale or otherwise, if the successor agrees to be bound by these Bylaws and the Membership Agreement and pays any additional fees that may be due as a result of the successor falling into, or voluntarily electing, a different class of Membership.

3. Steering Committee.

3.1. Steering Committee Representatives. The number of representatives on the Steering Committee (not including alternates) will consist of the following number of seats, but no fewer than one: one seat for each Sponsor Member in good standing, one seat for every ten (10) Contributor Members in good standing as of the date of the annual meeting or of any interim election to fill a vacancy among the Contributor Members, and one seat for the Executive Director of AREA, who will be an *ex officio* voting member on the Steering Committee. For the avoidance of doubt, in the event that the number of Contributor Members drops below a multiple of ten (10) between annual meetings, the number of Contributor Member seats on the Steering Committee shall not be decreased until a Contributor Member seat vacancy occurs or until the next annual meeting, whichever occurs first. Each voting representative on the Steering Committee may appoint an alternate. If a voting representative cannot attend a Steering Committee meeting, the voting representative may designate its voting responsibility to the alternate and such alternate shall be considered a voting representative for the purposes of determining quorum or voting thresholds.

3.2. Conduct of Meetings.

3.2.1. Meeting Times and Places. The Steering Committee will meet at such times as agreed upon by the voting representatives of the Steering Committee, who may participate in meetings by conference telephone or similar means of remote communication.

3.2.2. Participants. Steering Committee meetings will be limited to the Steering Committee representatives, invited guests, and the Executive Director.

3.2.3. Quorum & Voting. Steering Committee meetings follow the requirements for quorum and voting defined in these Bylaws.

3.2.4. Confidentiality. Information disclosed in Steering Committee meetings is not confidential, despite any markings or statements to the contrary; provided that information concerning the business or operations of OMG disclosed at these meetings shall be confidential, except as otherwise determined by the OMG Board. Regardless, no attendee may make any public disclosures of any Steering Committee meeting information without the approval of the Steering Committee authorizing that disclosure.

3.3. Officers and Executive Director.

3.3.1. Appointment. There will be a minimum of three officers (“**Officers**”) of AREA, namely, a President, a Secretary, and a Treasurer. The Officers must be Steering Committee voting representatives. The Steering Committee will nominate and elect the Officers at the first meeting. Additional Officer positions may be created by a vote of the Steering Committee.

3.3.2. Responsibilities.

3.3.2.1. President. The President will preside over meetings of the Steering Committee and manage any day-to-day operational decisions.

3.3.2.2. Secretary. The Secretary will keep a full and complete record of the proceedings of the Steering Committee, will give notice of all meetings of the Members, will supervise AREA’s recordkeeping, and will submit minutes for Steering Committee approval.

3.3.2.3. Treasurer. The Treasurer will assist in the preparation of budgets for Steering Committee approval, monitor expenses against the budget and authorize expenditures not in excess of \$5,000 that are not in the approved budget.

3.3.2.4. Executive Director. The Executive Director of AREA (“**Executive Director**”) is appointed by OMG, subject to the approval of the Steering Committee, and may be removed by the Steering Committee. The Executive Director shall be an *ex officio* voting member of the Steering Committee and responsible for facilitating its meetings and actions. Additionally, the Officers may delegate any of their respective duties to the Executive Director.

3.4. Steering Committee Responsibilities. The Steering Committee will be responsible for overall management of AREA, including the following:

3.4.1. Approving and removing the Executive Director, as provided in Section 3.3.2.4.

3.4.2. Approving a budget directing the use of funds raised by AREA from all sources of revenue;

3.4.3. Nominating, electing, and removing (with or without cause) Officers of AREA;

3.4.4. Nominating, considering, and approving Committees to be supported by AREA;

3.4.5. Overseeing all AREA business and outreach matters;

3.4.6. Adopting and maintaining policies or rules and procedures for AREA;

3.4.7. Establishing advisory bodies, Working Groups, programs or councils to resolve any particular matter or in support of the mission of AREA;

3.4.8. Publishing use cases, user stories, websites and the like to help inform the ecosystem and community;

3.4.9. Voting on all decisions or matters coming before the Steering Committee.

Notwithstanding the foregoing, all actions and decisions of the Steering Committee shall be reported to and subject to the oversight of OMG, subject to the limitation set forth in Section 12 below.

3.5 Term and Removal.

3.5.1 Each Steering Committee member shall hold office until the earliest to occur of (i) the expiration of the term for which such member was designated or elected, (ii) the expiration or termination of Membership of the Member that designated such member or whose representative was elected to the Steering Committee, (iii) the death, resignation or removal of such member, (iv) if applicable, the combination, by merger, acquisition or otherwise, of two Members that each have representatives on the Steering Committee, upon which event one of the two representatives, as designated by the surviving Member, shall be deemed to have resigned or (v) if applicable, if requested by the Steering Committee, upon the termination of the employment of such member with the Member represented by such representative.

3.5.2 In the event of negligence, misrepresentation, or violation of these Bylaws, the Membership Agreement, or other AREA policies or procedures, a Steering Committee member may be removed. Such action requires a supermajority vote (2/3 or greater) and affirmation by the Executive Director and/or OMG. Appeals may be made to the OMG Board of Directors.

3.5.3 If an elected Steering Committee seat is vacated, an election for an interim replacement for the remainder of that term shall be conducted at the next viable Membership meeting. In addition, during such times as the Membership of any Member that has a representative serving on the Steering Committee is suspended pursuant to Section 5.1 below, the attendance and voting rights of such representative shall also be suspended until such time as such suspension is lifted, and during such time such representative shall not be taken into account in determining quorum. Any Steering Committee member may resign at any time upon notice to AREA in writing or by electronic transmission at the principal place of business of AREA or to the President or Secretary. Any Steering Committee member who was designated by a Member under Section 2.1 may be removed by that Member.

4. Voting.

4.1. Quorum. Quorum for Steering Committee meetings will require at least fifty percent of the voting representatives to be present. If advance notice of the meeting has been given per normal means and timing, the Steering Committee may continue to meet even if a quorum is not met but will be prevented from making any binding decisions at the meeting.

4.2. Decision Making. Decisions will be made based on consensus. If consensus cannot be reached, the Steering Committee will make the decision by a vote. In any vote, each voting representative will have one vote.

4.3. Default Majority Vote. Except as provided elsewhere in these Bylaws, decisions by vote at a meeting will require a simple majority vote of present non-abstaining voting representatives of the Steering Committee, provided a quorum for the meeting is met. Except as provided elsewhere in these Bylaws, decisions by electronic vote without a

meeting will require a majority of all voting representatives of the Steering Committee members.

5. Termination of Membership.

5.1. The Steering Committee may suspend or terminate the Membership of a Member as follows:

5.1.1. Failure to Renew Membership. If the Member fails to pay owed dues within sixty (60) days after a written notification of delinquency is delivered to such Member, the Steering Committee by majority vote may elect either to suspend the Member or terminate its Membership.

5.1.2. Resignation. If the Member provides written notice of resignation to AREA, its Membership is terminated fifteen (15) days from the date that written notice is received by AREA.

5.1.3. Violation of Policies or Duties of Membership. If the Steering Committee unanimously (except for the Steering Committee voting member appointed by the Member) finds that Member—after Member has had notice and opportunity to be heard on the issue—has violated any material provision of these Bylaws, the Member’s Member Agreement, or other AREA policies or procedures.

5.1.4. Member’s Dissolution. If a Member dissolves, its Membership will be deemed terminated as of the dissolution date unless transferred to a successor (pursuant to section 2.5).

5.2. No Refund. A terminated Member shall not receive any refund of dues already paid for the current dues period regardless of the basis for termination.

6. Committees. Initially AREA will have Six (6) Committees: Marketing, Research, Requirements, Safety and Security.

6.1. Marketing Committee. The Marketing Committee shall have the general goal of promoting Enterprise AR technology, and shall be subject to the Intellectual Property Policy in Exhibit A.

6.2. Research Committee. The Research Committee shall have the general goal to conduct an advocacy research program to continually advance AR technologies to the benefit of the AREA members and the wider AR ecosystem and shall be subject to the Intellectual Property Policy in Exhibit A.

6.3. Requirements Committee. The Requirements Committee shall have the general goal to create a set of AR hardware and software requirements and ensure the requirements become an integral, relevant, important resource and shall be subject to the Intellectual Property Policy in Exhibit A.

- 6.4. Safety Committee.** The Safety Committee shall have the general goal to identify and prioritize AR safety risks and recommend steps that enterprises can take to manage and reduce those risks and shall be subject to the Intellectual Property Policy in Exhibit A.
- 6.5. Security Committee.** The Security Committee shall have the general goal to focus on current and anticipated future security risks associated with the use of AR enabled wearable and mobile devices in enterprise environments and shall be subject to the Intellectual Property Policy in Exhibit A.
- 6.6. Open Source Committee.** The Open Source Committee shall have the general goal of building open source software for AR technology, and shall be subject to the Intellectual Property Policy in Exhibit B. Each open source Working Group Charter shall choose an appropriate license listed as a “Popular” license by the Open Source Initiative at <https://opensource.org/licenses>.
- 6.7. No Standards Development.** AREA does not develop or adopt technical specifications or specify technologies to be used, but may from time to time recommend that particular standard-setting or specification-development Working Groups be undertaken by standards setting organizations. AREA may also enter into liaison agreements with standards setting organizations.
- 7. Trademarks.** Any trademarks relating to AREA or any Committees or Working Groups, including without limitation any mark relating to any AREA programs, must be transferred to and held by OMG for the benefit of its AREA program, and be available for use pursuant to OMG’s then-current trademark policies and procedures.
- 8. Antitrust Guidelines.** AREA adopts the terms of OMG’s Antitrust Law Compliance Policy Statement, as adopted by OMG Board of Directors, 13th September 2016, available at: <https://www.omg.org/cgi-bin/doc?omg/16-10-01.pdf>, as it may be amended.
- 9. Budget.**
- 9.1. Annual Budget.** The Steering Committee will approve an annual budget. The budget and the purposes to which it is applied must be consistent with both the non-profit and tax-exempt mission of OMG. OMG will be consulted on and may participate in the development of the budget, but the budgetary decisions of the Steering Committee are final except as provided in Section 12.
- 9.2. OMG Reporting.** OMG will provide the Steering Committee with regular reports of spend levels against the budget. Under no circumstances will OMG have any expectation or obligation to undertake an action on behalf of AREA or otherwise related to AREA that is not covered in full by funds raised by AREA.
- 9.3. Unfunded Obligations.** In the event an unbudgeted or otherwise unfunded obligation arises related to AREA, OMG will coordinate with the Steering Committee to address gap funding requirements.
- 10. General & Administrative Expenses.**

10.1. Property Held For AREA. OMG will hold funds, dues, and other cash received on behalf of AREA (“Funds”) for the use and benefit of its AREA program, subject to Section 10.2, and may disburse those Funds in accordance with the budget, provided that (i) amounts up to \$5,000 that are not in the budget may be disbursed as approved or directed by the Treasurer, and (ii) amounts up to \$10,000 that are not in the budget may be disbursed as approved or directed by the Executive Director and President. OMG will provide information and reports to confirm how Funds were spent.

10.2. Shared Services. The budget and related expenditures will permit OMG to retain a portion of the Funds for use outside its AREA program as compensation for the finance, accounting, operations and other services it will provide AREA (the “Shared Services”). The Shared Services and applicable percentage are further set out in Schedule A.

11. Amendments. These Bylaws may be amended by a two-thirds vote of the entire Steering Committee, provided that the provisions establishing OMG’s rights hereunder, including without limitation Section 12, cannot be amended without the express written consent of OMG.

12. OMG Authority.

12.1. Override. OMG may override or overturn any decisions, policies, bylaws, budget, spending decision or other actions made or undertaken by AREA or its Steering Committee if OMG’s Board has a good faith belief that one or more of the following apply:

12.1.1. The decision or action could jeopardize OMG’s nonprofit or tax-exempt status.

12.1.2. The decision or action could violate, or cause OMG to be in breach of, any law, rule, order, governing document, or contract that is binding on OMG, including without limitation applicable antitrust, privacy and export control laws and regulations.

12.1.3. The decision or action could cause the OMG Board to be in breach of its fiduciary duties.

12.2. AREA Assets; Removal. For clarification, all copyrights, trademarks, and other properties or assets acquired by or developed by AREA are and shall at all times be deemed properties and assets of OMG, and may not be removed from OMG’s ownership and control, provided that these assets shall be held by OMG for the benefit of its AREA program, subject to these Bylaws.

EXHIBIT A

AREA Intellectual Property Policy For Non-Software Contributions

1. **Copyright License and Ownership.** Each Member agrees to grant, and hereby grants, OMG, acting through its AREA program, a nonexclusive, irrevocable, sublicensable, royalty-free, paid up, worldwide license, under its copyright or license rights in the Content Contribution (as this term is defined in Section 3 below), to use, copy and modify the Content Contribution, to make derivative works from it, and to publicly display, publicly perform and distribute the Content Contribution and any such modifications and derivative works. Subject to the Member's or other person's ownership of copyright in a Content Contribution, AREA shall own all copyright rights in any compilation or derivative work created by AREA from Content Contributions in accordance with the copyright license expressly granted under this Intellectual Property Policy.
2. **Patents.** Except as specifically agreed under a separate agreement, no patent license or rights are granted (whether by implication, estoppel, or otherwise) by any Member(s) to any other Member(s) or third parties.
3. **Content Contribution** means any material (other than software) that (a) is submitted to an AREA Working Group or Committee by a representative of a Member (or by another person expressly permitted to do so by the Steering Committee or Executive Director) in any written, electronic (including email) or other tangible form, such as during an in-person meeting or in an electronic conference or mailing list maintained by Augmented Reality for Enterprise AREA, and (b) is proposed for inclusion in a Augmented Reality for Enterprise AREA deliverable (other than software), such as a reference architecture, test case or white paper.

EXHIBIT B
AREA Open Source Intellectual Property Policy
For Software Contributions

1. Persons contributing software code for use by AREA in an open source project acknowledge that the copyright in all such contributions (“**Code Contributions**”) will be retained by the copyright holder as independent works of authorship and that no contributor or copyright holder will be required to assign copyrights in Code Contribution to the AREA Open Source Committee.
2. Except as described in Section 3, all Code Contributions to the AREA Open Source Committee are subject to the following:
 - a. All new inbound Code Contributions to the Open Source Committee or any of its projects must be made using the license selected by the Open Source Committee for itself or for the applicable project, with the approval of the Steering Committee, from among the “Popular” licenses approved by the Open Source Initiative (the “**OSC License**”); for clarification, each open source project authorized by the Open Source Committee may adopt a different form of OSI-approved license, subject to the approval of the Open Source Committee and the Steering Committee.
 - b. All new inbound Code Contributions must also be accompanied by a Developer Certificate of Origin (<http://developercertificate.org>) sign-off in the source code system that is submitted through a contribution process that will bind the authorized contributor and, if not self-employed, the contributor’s employer to the applicable license;
 - c. All outbound code distributed or developed by an open source project approved by the Open Source Committee (“**Developed Code**,” which may consist of Code Contributions, of modifications or derivative works of Code Contributions, or of newly developed code) will be made available under the applicable OSC License.
 - d. Documentation will be received and made available by the Open Source Committee under the applicable OSC License.
 - e. The Open Source Committee or any project may seek to integrate and contribute Developed Code back to other open source projects (“**Upstream Projects**”). In such cases, the Open Source Committee will determine whether it is willing and able to conform to all license requirements of the Upstream Projects, including dependencies, leveraged by the Open Source Committee. Upstream Project contributions of Developed Code not stored within the repository that holds the Open Source Committee’s Developed Code will comply with the contribution process and license terms for the applicable Upstream Project.
3. The Steering Committee may approve the use of an alternative license or licenses for inbound or outbound Code Contributions or other Developed Code that are selected by the Open Source Committee, on an exception basis. To request an exception, the Open Source Committee will be required to describe the Code Contribution or Developed Code at issue, the alternative open source license(s), and the justification for using an alternative open source license for that purpose. License exceptions must be approved by the Steering Committee.