Alliance for OpenUSD Processes & Procedures

Revision 1.3, May 19, 2025

The following AOUSD Processes & Procedures (the "Processes") were approved by the Steering Committee on May 19, 2025 and published to the AOUSD website on May 20, 2025. In accordance with the Project Charter, these Processes shall be effective and binding on Participants on June 20, 2025. Capitalized terms used but not defined in these Processes have the meanings assigned in the Project Charter.

INTRODUCTORY MATTERS

1. Purpose, Scope & Structure.

1.1 Purpose. AOUSD is a JDF-hosted organization that is governed by the Steering Committee. AOUSD's purpose is as stated in the AOUSD Project Charter and Addendum. This document describes the group structures, processes, and procedures for all AOUSD Working Groups, Sub-Working Groups, Interest Groups, and the Technical Advisory Committee ("TAC").

1.2 Conflicts. The provisions of the JDF Membership Agreement, Project Charter, or Addendum to the Project Charter shall control in the event of a conflict with any corresponding provision in the Processes. The Processes shall control in the event of any conflict with Working Group or Interest Group charters, any best practices or policy guidance promulgated by the TAC (see Section 2.3(c)), and any other documents generated by a Working Group, Sub-Working Group, Interest Group, and/or the TAC. For clarity, the Processes do not govern the operation of the Steering Committee.

1.3 Scope. The Processes cover:

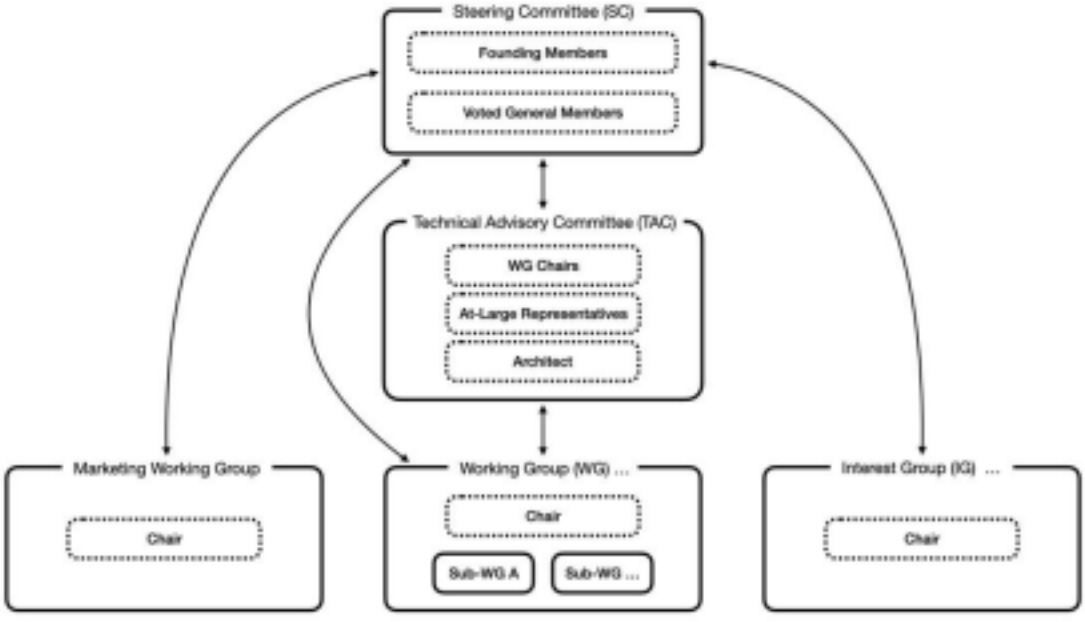
(a) The formation, scope, and processes required for TAC, Working Group, Sub-Working Group, and Interest Group activities;

(b) Additional meeting and voting processes and procedures for Working Group, Sub-Working Group, Interest Group, and TAC, to the extent not specified in the Project Charter, Working Group Charter(s), and/or Interest Group Charter(s);

(c) Additional processes and procedures for developing, reviewing, and approving an Approved Deliverable, to the extent not specified in the Project Charter and/or Working Group Charter(s); (d) The process for revising AOUSD Approved Deliverables; and

(e) The process for conducting IPR Reviews for Draft Deliverables.

1.4 Structure. AOUSD is structured as follows:



1.5 Steering Committee. The election and responsibilities of Steering Members, and the scope of Steering Committee responsibilities and powers are set forth in the Project Charter and Addendum. These responsibilities include creating, revising, and resolving any disputes regarding the Processes. 1.6 Updates to Processes. The Steering Committee may modify the Processes at any time by a Supermajority Vote. Per the Project Charter Addendum, the Steering Committee will endeavor to notify Participants of any such updates, which will be effective 30 days after publication on the AOUSD website.

THE TAC AND WORKING GROUPS

2. TAC. The Technical Advisory Committee (TAC) is an elected oversight group that offers technical guidance to AOUSD and its Working Groups.

2.1 Generally. The TAC will be comprised of: one (1) architect (the "Architect"), who shall be appointed by the Steering Committee to serve a two-year term; each Chair of a technical Working Group elected pursuant to Section 2.2 below (e.g., excluding marketing or other functional working groups); one (1) "at large" representative of each technical Working Group, elected by the Working Group membership, to serve a two year term; and one (1) representative designated by each Member on the Steering Committee. Each TAC representative will advocate in the best interests of AOUSD (and its Working Groups), rather than the interests of its Member organization (each, a "Member Organization," consisting of either a Steering Member or a General Member). Individuals currently serving on the Steering Committee are not eligible to serve on the TAC. For the avoidance of doubt, when a Member leaves the Steering Committee for any reason, the term of such Member's designated TAC representative shall end.

2.2 Elections & Voting. Any individual representative from a Member Organization that is an Eligible Member (defined below) in good standing (as defined in the Project Charter) and a Voting Eligible Member (defined below) of at least one Working Group is eligible to run for an elected TAC position. Member Organizations may have more than one individual representative on the TAC, but each Member Organization is limited to only one (1) vote on TAC elections and other matters submitted for a vote. For the avoidance of doubt, candidates for TAC elected positions are entitled to vote for themselves. To the extent feasible, terms and elections of TAC participants shall be staggered to promote continuity on the TAC.

2.3 TAC Responsibilities. The TAC shall be responsible for the following matters, among others within its scope or assigned by the Steering Committee:

(a) align Working Group charters, including related review and feedback to the relevant Working Group(s) and/or the Steering Committee (see Section 3.3);

(b) review and approve Working Group Work Packages and Draft Deliverables, including scope determination, and provide written recommendation accompanying elevation of such documents to the Steering Committee for approval (see Sections 8.2 and 9.2);

(c) establish best practices and policies for Working Groups, to the extent they do not conflict with the Processes, Project Charter and Addendum, and/or the Membership Agreement;

(d) identify any resource or development gaps, and propose recommendations to the relevant Working Group(s) and/or Steering Committee;

(e) coordinate cross-Working Group opportunities and help resolve Working Group conflicts; (f) collaborate with Working Groups to identify potential liaison relationships and help oversee existing liaison relationships; and

(g) guide AOUSD Deliverables to align with best practices and requirements to facilitate potential adoption of Approved Deliverables by other standards development organizations, including as a PAS submission.

2.4 Chair.

(a) Appointment & Election. At inception of the TAC, the Steering Committee will appoint an interim TAC Chair. Within ninety (90) days after the TAC includes participants from at least three (3) Member Organizations, the TAC Chair shall be elected by a majority vote to serve a two-year term. Notwithstanding this provision, the Steering Committee may, in its discretion, extend the 90-day period by Supermajority Vote. Any individual currently serving on the TAC may be nominated as a candidate for TAC Chair.

(b) Role of Chair. Responsibilities of the TAC Chair include: (i) initiating elections for a new TAC Chair at the end of each term; (ii) running Meetings, including setting and distributing Meeting Agendas; (iii) ensuring that Meeting attendance and minutes are recorded; (iv) coordinating reviews of Working Group materials; and (v) liaising with individual Working Groups and the Steering Committee. The TAC Chair shall vote last in any votes.

(c) Role of Vice Chair. There is no requirement that the TAC elects a Vice Chair, but the TAC Vice Chair cannot be from the same Member Organization as the TAC Chair. The Vice Chair is responsible for

performing leadership duties in the absence of the Chair.

2.5 Architect. The Architect is a USD technology expert who appreciates the overall design and spirit of USD, and provides guidance to maintain cohesion at AOUSD and ensure that each Working Group's Deliverable(s) logically interrelate with one another and advance AOUSD's goals. The Architect must be employed by a Member Organization.

3. Working Groups. Working Groups produce Deliverables pursuant to the AOUSD Traditional Mode (defined below), and are subject to the participation requirements described in the Project Charter. For clarity, the Steering Committee has sole authority to create and dissolve Working Groups.

3.1. Generally. Each Working Group is comprised of individual representatives of Member Organizations that perform the technical work to develop Draft Deliverables in accordance with the process described below. Every individual who participates in a Working Group must be an employee of a Member Organization in good standing (as defined in the Project Charter) under the Project and relevant Working Group. Interest Group Member Organizations ("IG Member Organizations") and their individual representatives are not permitted to participate in any Working Groups. When the Steering Committee creates a Working Group, the Steering Committee shall appoint an Interim Working Group Chair to oversee the Working Group Chair election process and other administrative matters as needed. Within ninety (90) days of appointment of an Interim Chair, the Interim Chair shall hold elections for the Working Group Chair. Notwithstanding this provision, the Steering Committee may extend the 90-day period by Supermajority Vote for any Working Groups created prior to public launch of AOUSD.

3.2. Types. There are two types of Working Groups:

(a) Technical Working Groups. These Working Groups are where AOUSD's technical work occurs, including the development of Draft Deliverables, such as specifications and related reference implementations.

(b) Non-Technical Working Groups. These Working Groups serve an advisory role (e.g., Marketing Working Group) and do not develop Draft Deliverables.

3.3. Charter. Each Working Group must adopt a Charter document based on the JDF template. Under the "Working Group Scope" section of the template, the Charter document must define the statement of purpose and specific scope of work, including any intended Deliverables. Each Working Group that includes creation of Deliverables within its Scope will operate under the "Traditional Mode," Copyright Right Grant to Project (Copyright Policy Option 1), and W3C Mode (Patent Policy Option 4) (collectively, and as set forth in the Working Group Charter, the "AOUSD Traditional Mode"). The Working Group shall not discuss issues or Draft Deliverables outside the scope of its Charter. Any questions or disputes regarding the Working Group Charter's scope shall be raised to the TAC, and further escalated to the Steering Committee if necessary, for resolution. All revisions to Working Group Charters must be reviewed by the TAC, and approved by the Steering Committee.

3.4. Chair. Each Working Group shall have an elected Chair, with the following responsibilities: (a) call and oversee elections for a new Working Chair at the end of each term; oversee elections for other Working Group officer positions (e.g., Vice-Chair);

(b) run Meetings, including preparation and circulation of Meeting Agendas; ensure that Meeting attendance and minutes are recorded

(c) oversee the steps necessary (outlined in Section 9 below) for developing any Draft Deliverable(s) identified in the Working Group Charter;

(d) ensure the policies and procedures, including those contained in these Processes, and modes selected in the Working Group Charter are being followed;

(e) manage the IPR review process, as described below;

(f) monitor Contributions, in consultation with the TAC as necessary, to confirm they are within scope of Working Group Charter;

(g) observe neutrality in Working Group discussions, other than with respect to statements that they explicitly make on behalf of their Member Organizations, and disclose any conflicts of interest. If there is a conflict of interest, the Chair must recuse themself from any responsibilities related to the conflict; and

(h) represent the Working Group as a member of the TAC.

3.5. TAC At-Large Representative. Each Working Group shall have an elected representative (in addition to the Working Group Chair) that serves on the TAC, also referred to as the "TAC At-Large Representative" (see Section 2.1, above). The same individual cannot serve concurrently as a Working Group Chair and a TAC At Large Representative.

3.6. Sub-Working Groups. A Working Group Chair may create a Sub-Working Group within the Working Group for a specific objective within the scope of the Working Group Charter based on membership request, or a

recommendation from the Steering Committee and/or TAC. Membership within a Sub-Working Group is open to individual representatives of any Member Organization of the Working Group within which the Sub Working Group is formed. A Sub-Working Group cannot hold any formal votes or establish any final results relative to Draft Deliverables, but may use the Consensus process for decisions and approval of reports. All Sub-Working Group activities shall be presented to the overseeing Working Group for review, modification, and approval in the form of reports generated from Sub-Working Group meetings. A Working Group may dissolve a Sub-Working Group upon completion of its objectives.

4. Interest Groups. The Steering Committee may create and/or dissolve Interest Groups (IGs) at any time to facilitate discussion on specific subject matter or industry areas with the aim of: (1) exploring interest in and potentially proposing the formation of new AOUSD Working Groups; and/or (2) exploring areas of potential future development for new and existing AOUSD Working Groups.

4.1. Generally. Each Interest Group must have a Steering Committee-approved charter that defines the statement of purpose and specific subject matter (or industry) scope of the Interest Group. For each Interest Group, the Steering Committee shall review the respective Interest Group charter on an annual basis (from the date of creation of such Interest Group), and determine whether to renew such Interest Group; if not actively renewed by the Steering Committee, the Interest Group shall dissolve after a 60-day grace period beginning the day after the charter expiration date. The charter must describe what (if any) output the Interest Group intends to develop and/or publish. To the extent an Interest Group develops any materials intended for external publication, the Steering Committee shall review and approve any such materials prior to publication.

4.2. Scope. Interest Groups may discuss and document high-level requirements, recommendations, industry needs, and use cases. They cannot develop, propose or publish any normative documents (e.g., schemas), including Deliverables. The development of Deliverables occurs exclusively within AOUSD's Working Groups.

4.3. Participation. Each Interest Group is open to participation by any individual representatives who are employees of either a Member Organization or an IG Member Organization in good standing, as defined in the Project Charter ("IG Participants"). Each IG Participant that participates in an IG must abide by the rules and obligations as described in the applicable IG charter.

4.4. Chair. The Steering Committee shall appoint a Chair for each Interest Group to coordinate the Interest Group's tasks and ensure that the IG's activities are within scope of the relevant charter. Only individual representatives from Member Organizations may serve as an Interest Group Chair.

4.5. Voting. Interest Groups shall attempt to use consensus among its members in making all group decisions. Interest Groups cannot hold formal voting events, but may conduct straw polls in instances where consensus cannot be reached.

TAC AND WORKING GROUP PROCESSES

5. Meeting Processes.

5.1. Meetings Generally. Communication among Member Organizations and IG Member Organizations is essential for AOUSD's work. The TAC, all Working Groups, all Interest Groups, and any committees (e.g., non technical committees and/or Working Group subcommittees) shall hold regular meetings (each, a "Meeting") for the purpose of conducting AOUSD business. The use of teleconference or any other electronic conferencing equipment is permitted for any type of AOUSD meeting. Weekly or bi-weekly meetings may be held at standing times, or the meetings may be varied to accommodate different time zones.

(a) Generally. Every AOUSD Meeting, regardless of type, shall be held in accordance with the guidelines contained in the Project Charter, the AOUSD Traditional Mode, these Processes, and in accordance with all applicable laws. The Chair shall incorporate an AOUSD-approved statement into each Meeting (e.g., in meeting materials) to remind the participants of their compliance obligations (e.g., confidentiality, antitrust, IPR, etc.) contained in the Project Charter and Addendum and Working Group Charter.

(b) Agendas. The Chair shall coordinate the preparation and circulation of an agenda (the "Agenda") to all Meeting participants at least three (3) business days prior to each Meeting. Any proposed comments or modifications to the Agenda must be submitted to the Chair at least one (1) business day prior to the Meeting. The Agenda shall provide advance written notice of any expected votes, including electronic votes.

(c) Quorum. To conduct business in TAC or Working Group Meetings, at least 50% of Voting Eligible Members (defined below) must be present to establish a quorum. In the absence of a quorum, no Meeting business shall be conducted.

(d) Minutes. The Chair shall coordinate the preparation of minutes ("Minutes") for each Meeting, which shall document discussion topics, decisions made, action items, and meeting attendees. The

Chair shall circulate the draft Minutes of the prior Meeting at least three (3) business days prior to each Meeting together with the Agenda for the next Meeting, with such Minutes to be reviewed and approved at such next Meeting.

5.2. Participation and Voting.

(a) Participation. All Working Group meetings are open to all individual representatives of Member Organizations who are registered to participate in that specific Working Group (each such organization, an "Eligible Member"). Participation in Interest Groups is described in Section 4.3. (b) Voting Eligibility. An Eligible Member shall have voting rights (a "Voting Eligible Member") on the TAC or in a specific Working Group, provided that: (i) each Eligible Member represented shall be entitled to only one (1) vote on any election or matter submitted for a vote, regardless of number of individuals representing such Eligible Member in the Working Group; (ii) an Eligible Member may designate a primary and alternate representative to vote on behalf of such Eligible Member; (iii) a representative from the Eligible Member (not limited to the primary and alternative representative) has attended two of the four prior Meetings; and (iv) the Eligible Member is in good standing (as defined in the Project Charter) under the Project and Working Group (if applicable). For clarity, in the case of a TAC meeting that is open to General Members, participation by non-TAC representatives does not count toward the TAC attendance requirement.

(c) Working Group Voting. Voting events cannot proceed in the absence of advance notice to Working Group participants.

5.3. Recording Meetings Not Permitted. Individuals, Member Organizations, and IG Member Organizations are not permitted to make audio or video recordings of Working Group, Interest Group, TAC, or any other committee meeting sessions.

5.4. Mailing Lists and Other Communication Tools. The TAC and each Working Group and Interest Group must have an archived mailing list for formal group communications. It is the responsibility of each Chair to ensure that participants are subscribed to all relevant mailing lists. All groups and committees may use additional tools based on their preference, including commercially available messaging applications. These tools should be managed by AOUSD staff, protect the privacy and security of Member Organizations, IG Member Organizations, and their representatives, and be available to those participating in the specific group or committee.

5.5. Decision-Making. Except with respect to elections or the Draft Deliverable balloting process set forth in Section 9.2 below:

(a) Consensus. Per Section 3.1 of the JDF Working Group Charter, Working Groups (and Interest Groups) shall attempt to use consensus in making all group decisions. Chairs should ensure that their groups consider all reasonable views and objections, and endeavor to resolve them.

(b) Voting. Per Section 3.1 of the JDF Working Group Charter, if the Working Group Chair has determined that available means of reaching consensus on a decision have failed, the Working Group shall make that decision by a Supermajority Vote of Voting Eligible Members. Meeting Minutes shall document the results of the vote and any objections.

6. Elections.

6.1. Eligibility. Any individual representing a Voting Eligible Member may run and be elected to a TAC or Working Group office (Chair, Vice Chair, etc.), provided that an individual may not serve both as a TAC or Working Group Chair or Vice Chair, on the one hand, and on the Steering Committee, on the other.

(a) Each Working Group must have a Chair. There is no requirement that a Working Group elect a Vice Chair, but the Vice Chair for a particular Working Group cannot be from the same Member Organization as the Chair of that Working Group. -

6.2. Election Process.

(a) Timing. Each Working Group will hold elections for open offices at the end of any officer term or within forty-five (45) days following a vacancy. At least thirty (30) days before an election, the Working Group Chair will request nominations for open offices from the Working Group.

(b) Vacancies. Elections shall be held prior to the end of an officer's term when: (i) an officer resigns from their position; (ii) the officer is no longer a representative of an Eligible Member of the applicable Working Group; or (iii) the Steering Committee removes an officer in response to a Working Group motion or vote substantially in accordance the process set forth in Section 6 of the Project Charter Addendum (relating to removal of Steering Committee representatives for Cause). (b) Nominations. Each Voting Eligible Member may nominate up to one candidate from their Working Group (including self-nominations) for an open office, provided that the nominated individual must accept the nomination to stand for an election.

(c) Voting. The officer shall be selected by a majority vote (i.e., more than 50%) of the Voting

Eligible Members. If no candidate receives a majority vote, the Voting Eligible Members will vote to narrow the field to two (2) candidates, at which point the officer will be elected through a runoff.

6.3. Term. Except as otherwise provided in the Processes or Project Charter, each Working Group officer will serve a single two (2) year term.

6.4. Leadership Distribution. No Member Organization may hold more than 50% of leadership positions at AOUSD, with "leadership positions" defined as Steering Committee Chair, Working Group Chair, and TAC Chair. Notwithstanding this provision, the Steering Committee may override this rule by Supermajority Vote if the candidate has subject matter expertise that is unique and/or critical for the position (e.g., if it is necessary that a person with specific technical expertise lead a newly formed Working Group).

7. Removal of Officer for Cause.

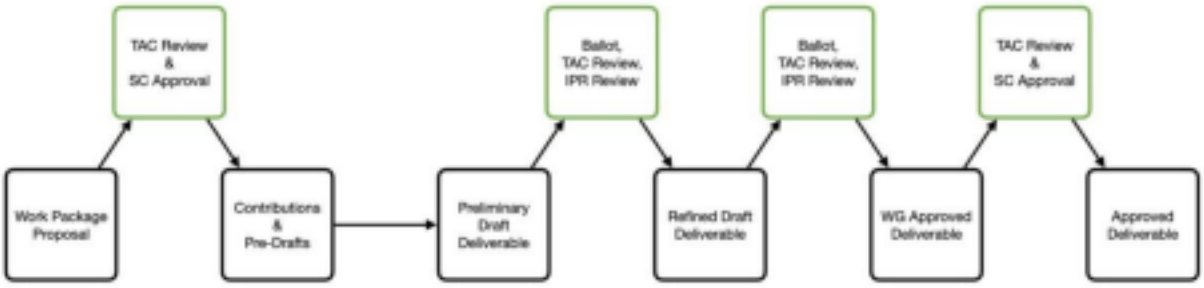
7.1. Removal Process. Any participant on the TAC or any Working Group or Interest Group may file a complaint and supporting documentation (together, the "Complaint") with their respective Chair to remove an appointed or elected officer from the TAC or Working Group or Interest Group for Cause. The recipient of any such Complaint (e.g., Chair, Vice Chair) must promptly notify the Steering Committee of the Complaint.

7.2 Cause. "Cause" is defined as a material breach of the Project, TAC, Working Group Charter, or Interest Group Charter by the representative or its Member Organization, or conduct that undermines or could have a material adverse effect on the Project, TAC, Working Group, or Interest Group. 7.3. Investigation; Conflicts. The Chair shall consider the Complaint in good faith and will respond in writing within a reasonable time not to exceed 60 days in recommending whether the proposed participant's removal should be put to a Supermajority Vote. If the Complaint is against the Chair (or its Member Organization), or the Chair (or its Member Organization) otherwise has a material conflict of interest, the Complaint will be submitted to the Vice-Chair, or if none exists, to the Steering Committee. The representative, Member Organization, or IG Member Organization filing the complaint may request that the Steering Committee suspend the officer against whom the Complaint has been filed while the investigation and removal are pending if the continued participation of the officer is likely to cause significant harm to the TAC, Working Group or Project.

7.4. Removal. Following the delivery of written notice and 30-day cure period, an officer may be removed: (i) from the TAC or Working Group for Cause upon a Supermajority Vote of the other representatives of its Voting Eligible Members, or (ii) from the TAC, Working Group, or Interest Group for Cause by the Steering Committee, if submitted in accordance with the preceding Section 7.3.

WORKING GROUP DELIVERABLE DEVELOPMENT PROCESS

8. Work Package Development & Approval. The deliverable development process outlined below is depicted in below:



8.1. Work Package Proposal. To initiate development of a new Deliverable approved in accordance with Section 9 below (each, an "Approved Deliverable") or a subsequent version of an Approved Deliverable, the Working Group shall create a work package ("Work Package") proposal that describes the scope and purpose of the expected Deliverable, identifies all technical requirements to be included and/or use cases to be addressed, and establishes a proposed timeline for the work. For a subsequent version of an existing Approved Deliverable, the Work Package proposal shall identify any new proposed features or technology areas. 8.2 Work Package Process.

(a) Review. All representatives of Eligible Members serving on a Working Group will have an

opportunity to review and provide feedback on the Work Package.

(b) Vote. The Working Group Chair shall conduct a vote to determine whether the Work Package is approved by the Working Group. Once approved by a Supermajority Vote, the Work Package will advance to the TAC and then to the Steering Committee.

(c) TAC Review. Once the TAC has received the Work Package, the TAC has up to ten (10) business days to provide feedback to the Working Group, which period may be extended by an additional ten (10) business days upon written notice if necessary for the TAC to complete its review. The Working Group may advance the Work Package to the Steering Committee without TAC approval, but must wait until after the 10-day review period, unless waived by the TAC. If the TAC declines to approve the Work Package, the TAC must document and submit its feedback to the Steering Committee for their consideration. For clarity, if the TAC does not approve the Work Package within the time frame specified above, the Working Group may submit the Work Package to the Steering Committee for approval without the approval and/or feedback of the TAC.

(d) Steering Committee Review. After TAC review or after the 10-day review period without TAC review, the Working Group shall submit the Work Package to the Steering Committee, which has up to ten (10) business days to review the Work Package, which period may be extended by an additional ten (10) business upon written notice if necessary for the Steering Committee to complete its review. The Steering Committee shall either approve or reject the Work Package; any rejection must be accompanied with written feedback. The Work Package cannot progress to the next stage of development without the express approval of the Steering Committee.

8.3 Post-Approval. Once the Work Package is approved by the Steering Committee, the Working Group Chair will be responsible for coordinating Meetings to complete the Deliverable according to the timeline described in the Work Package.

9. Deliverable Development, Approval & Updates.

9.1. Contributions/Pre-Draft Deliverable. Any representative of an Eligible Member participating in a Working Group may submit proposed Contributions and/or Pre-Draft documents for incorporation into Working Group Draft Deliverables. *See* Sections 4.1, 5.2 of the JDF Working Group Charter. Non-Working Group participants cannot submit Contributions or provide any other inputs to the Working Group in the absence of a Steering Committee-approved mechanism, such as a feedback agreement. Those who attend a Working Group meeting pursuant to a Liaison Agreement cannot make any Contributions.

(a) Contributions. If a Working Group participant would like to present a proposed Contribution at a Working Group meeting, they must circulate the Contribution to Working Group participants at least five (5) business days in advance of the relevant meeting for timely review and incorporation into the Agenda.

(b) Scope. The Working Group Chair will evaluate all Contributions and Pre-Draft (as defined in the Project Charter) documents in view of the Work Package and Working Group Charter scope. If the Chair has scope concerns (e.g., about whether Contributions or Deliverables are consistent with the scope of the Working Group Charter), the Chair shall raise them within the Working Group. If the Working Group cannot reach consensus, the Chair shall elevate the matter to the TAC (which may further elevate to the Steering Committee) for consideration.

(c) Process. Following review and discussion of the Contribution(s), if there are no objections or following a Supermajority Vote of representatives of the Voting Eligible Members, the Working Group will incorporate the proposed Contribution into the Draft Deliverable, in consultation with the Working Group editor if applicable.

9.2. Draft Deliverable Balloting Process. The Working Group Chair shall conduct a balloting process to collect feedback on and facilitate further development of a Draft Deliverable.

(a) Timing. A Draft Deliverable must be approved by a Supermajority Vote of the Voting Eligible Members of the Working Group: (1) after the Working Group determines that the Draft Deliverable includes all the technical requirements identified in the Work Package ("Preliminary Draft Deliverable"); and (2) after the Working Group completes the Draft Deliverable ("Final Draft Deliverable"), and it is ready to elevate to the Steering Committee for a vote to become an Approved Deliverable. The Working Group Chair may conduct a straw poll (i.e., an informal, non-binding vote of Voting Eligible Members) to determine whether a Draft Deliverable is considered by the Working Group to have reached Preliminary or Final status.

(b) Process. The Working Group Chair is responsible for circulating a ballot to Working Group participants that clearly identifies: (i) the subject of the vote, (ii) who are the Voting Eligible Members, and (iii) the closing date for the ballot. For a Draft Deliverable's first ballot, the balloting period shall be no shorter than twenty-one (21) days; for any subsequent ballot, the balloting period shall be no

shorter than fourteen (14) days. Representatives of Eligible Members who are not Voting Eligible Members are permitted to submit comments on the ballot. The ballot shall include three choices: (1) Approve (option to attach comments for consideration); (2) Do Not Approve (requirement to attach specific comments on how to modify the Draft Deliverable); and (3) Abstain (option to include reasons for abstention). A Supermajority Vote of representatives of Voting Eligible Members casting non abstention votes is necessary to approve the Draft Deliverable.

(c) Parallel TAC Review. When the Working Group Chair circulates a ballot, they shall also circulate the ballot to the TAC for review and comment. The TAC does not vote as part of the balloting process, but shall provide feedback to the Working Group at least three (3) business days prior to the closing date of the ballot.

(1) TAC Patent Disclosure Obligations. If during TAC review of a Draft Deliverable, a member of the TAC has personal knowledge of Essential Claims of their Member Organization with respect to such Draft Deliverable, and that Member Organization does not participate in the Working Group that developed such Draft Deliverable, that TAC member shall submit an Exclusion Notice Form prior to the end of the applicable balloting period, unless the Member Organization agrees to license the Essential Claims under W3C mode.

(d) Comment Resolution. If the ballot passes, the Working Group should endeavor to address and resolve all submitted comments, including the TAC's feedback. Any unresolved or rejected comments shall be recorded, so that when the Draft Deliverable progresses to the TAC and Steering Committee for final approval, such comments are included alongside the Draft Deliverable. If the ballot fails, the Working Group shall endeavor to resolve as many comments as necessary to ensure a successful re-ballot, as well as any comments from the TAC.

(e) Changes to Preliminary Draft Deliverable. The Preliminary Draft Deliverable should include all expected material requirements and features. Following a successful ballot of the Preliminary Draft Deliverable, the Working Group should not make material changes to the Draft Deliverable in the absence of good cause (e.g., if reference code testing reveals a critical issue). [For clarity, any material changes added to the Draft Deliverable following a successful ballot of the Preliminary Draft Deliverable in the absence of good cause shall be deemed rejected.]

9.3. IPR Review.

(a) Timing of IPR Review. Each Draft Deliverable shall be subject to at least two IPR Review periods: the first occurs after a Preliminary Draft Deliverable successfully passes the balloting process (Initial IPR Review), and the second occurs after a Final Draft Deliverable successfully passes the balloting process (Final IPR Review). To initiate each IPR Review, the Working Group Chair shall circulate the Draft Deliverable for a sixty (60) day IPR Review period, and clearly state the beginning and end date of the IPR Review. If the Draft Deliverable has been subject to a prior IPR review, the Chair will also include a redline reflecting all changes since the prior IPR Review. During the IPR Review period, an Eligible Member may exclude Essential Claims from its licensing commitments by providing written notice of that intent to the Working Group Chair using the AOUSD Exclusion Notice Form. (b) Timing of Non-IPR Review period exclusions. If a Working Group Participant joins a Working Group after a Draft Deliverable has undergone an IPR Review period, but before it has become an Approved Deliverable, the Eligible Member has sixty (60) days to exclude Essential Claims from its licensing obligations with respect to the previously reviewed Draft Deliverable through submission of an Exclusion Notice Form. For clarity, an Eligible Member who joins a Working Group after completion of any Approved Deliverable(s) does not have licensing commitments under the W3C Mode to such Approved Deliverable(s) and thus cannot submit an Exclusion Notice Form. If an Eligible Member withdraws from a Working Group or terminates its membership pursuant to Section 8 of the Project Charter, such Eligible Member may also exclude Essential Claims from its surviving IPR obligations pursuant to Section 8.5 of the Project Charter by submitting an Exclusion Notice Form. For clarity, any Exclusion Notice Form that is submitted late will be rejected as untimely.

(c) Essential Claim Exclusion. For each Essential Claim that a Working Group Participant seeks to exclude, it must include:

(1) (i) for issued patents, the patent numbers, (ii) for published applications, the title and application number(s), or (iii) for unpublished patent applications, either: (a) the text of the filed application; or (b) identification of the specific part(s) of the Draft Deliverable whose implementation makes the excluded claim an Essential Claim, in which case the effect of the exclusion will be limited to the identified part(s) of the Draft Deliverable. (2) the country and date of filing or issuance for the application or patent, respectively; (3) the Draft Deliverable, including the section(s) and subsection(s) therein, covered by the Essential Claim; and

(4) the legal entity or entities that own such Essential Claims.

(d) Process. If one or more Exclusion Notice Forms are submitted during review of a Draft Deliverable by a Working Group, the Chair will notify all Eligible Members of the receipt of such Exclusion Notice Forms and provide a copy thereof within five (5) business days of the close of the IPR Review period. The Chair shall also notify the Steering Committee and, in coordination with the Steering Committee, oversee the creation of a Patent Advisory Group (PAG).

(e) Patent Advisory Group (PAG). PAGs are created on an ad hoc basis to review and evaluate any timely submitted Exclusion Notice Forms and provide recommendations to the Working Group. Any Working Group Participant and/or their legal counsel may participate in a PAG. PAGs may meet as many times as necessary to reach consensus (i.e., alignment or the absence of objections to proceeding) on recommended actions during a period not to exceed forty-five (45) days after being created. For clarity, any Exclusion Notice Form that is submitted late (e.g., after the applicable IPR Review period for a Draft Deliverable or after publication of an Approved Deliverable) will be rejected as untimely and will not trigger any PAG.

(f) Subsequent IPR Reviews. Each Working Group Participant agrees to and shall only be permitted to submit an Exclusion Notice Form for portions of a revised Draft Deliverable for which such Participant did not previously have the right to submit a form providing for the exclusion of essential claims (an "Essential Claim Exclusion Form"), as a result of subject matter in the revised Draft Deliverable that was not present in any of the prior Draft Deliverables.

(g) Off-Cycle IPR Review. The Working Group Chair may, upon consultation with the TAC, elect to conduct one interim IPR Review between the Initial and Final IPR Reviews, but only in the event the Draft Deliverable undergoes a material change following a successful Preliminary Draft Deliverable ballot (e.g., if a Draft Deliverable is revised due to any course of action taken pursuant to Section 9.3(c), or if reference code testing of the Draft Deliverable reveals a critical issue). In such case, the Working Group Chair may circulate the revised Draft Deliverable to all Working Group Participants for a subsequent sixty (60) day IPR Review period.

9.4. Working Group Approved Deliverable.

(a) Approval. After a Final Draft Deliverable is approved pursuant to the balloting phase and completes an IPR Review, the Working Group Chair, subject to Working Group Consensus or Supermajority Vote, shall deem the Final Draft Deliverable to be a Working Group Approved Deliverable and provide to the TAC for review.

(b) TAC Review. After the Working Group approves a Draft Deliverable for progression to the TAC, the TAC has thirty (30) days to provide feedback to the Working Group. The Working Group may advance the Draft Deliverable to the Steering Committee without TAC approval (but must wait until after the 30-day review period, unless waived by the TAC).

(c) Steering Committee Review. After TAC review, the Working Group shall submit the Working Group Approved Deliverable to the Steering Committee for review and approval. The Steering Committee may provide feedback to the Working Group for consideration. Upon approval by the Steering Committee, the Draft Deliverable shall be designated a Final Approved Deliverable. 9.5. Approved Deliverable Revisions and Updates. Revisions and updates to a Final Approved Deliverable shall follow a development process substantially similar to the preceding steps outlined in this Section, provided that the process may be streamlined (e.g., shorter review periods, etc.) at the discretion of the Working Group Chair for incremental and non-material updates.

OTHER MATTERS

10. Liaison Agreements. Prior to the formation of any substantive joint effort or meetings with a non-AOUSD organization, the Steering Committee must execute a signed Liaison Agreement between AOUSD and such organization. Working Group Chairs are responsible for ensuring that the Working Groups abide by the terms of any applicable liaison agreement(s). The TAC, Working Groups, and Interest Groups are not authorized to enter into liaison agreements, but may recommend that the Steering Committee consider entering into such an agreement with other organizations.

11. Appeals.

11.1. Generally. Any Member Organization or IG Member Organization that believes that it is, or will be, directly and materially adversely affected by a procedural action or inaction within a Working Group, Interest Group, or TAC is eligible to file a procedural appeal (an "Appeal"). Appeals cannot raise substantive concerns or technical decisions, but procedural appeals may consider whether a substantive or technical issue was afforded due process. The intent of AOUSD is that procedural appeals be addressed promptly and a decision be made expeditiously with fair and unbiased consideration.

11.2. Timing. Any Appeal must be filed within forty-five (45) days of the occurrence of the procedural action or

inaction being appealed.

11.3. Process. Written appeals shall be submitted to the respective Chair. Per Section 4.2 of the Project Charter and Section 3.2 of the JDF Working Group Charter, such Chair must consider appeals in good faith, pursuant to the process set forth below. The Chair shall recuse themself if involved in the appealed conduct, in which case the Vice Chair, if one exists, shall assume the Chair role for purposes of the appeal. If no Vice Chair exists, or both the Chair and Vice Chair are conflicted, then the appellant may request that the Steering Committee appoint an unbiased, unconflicted individual from a Member Organization to serve in place of the Chair for purposes of the appeal. Within five (5) days of an appeal being lodged, the Chair (or their equivalent) must notify the Steering Committee of the appeal.

(a) Written Appeal Requirements. The written appeal must include a (i) a description of the nature of the objection of the appellant, identifying specifically: (1) the procedural action or inaction regarding AOUSD's processes that is objected to, and (2) any appellees who are responsible for the alleged action or inaction; (ii) the basis of the objection, including specifically identifying which portions of the AOUSD's Working Group Processes or other governing documents are purportedly being violated; (iii) a description of all actions taken by the appellant and the Working Group or Interest Group (if any) to address the issues; (iv) a description of any material adverse impact(s) on the appellant; (v) the requested remedial action(s); (vi) whether the appellant is seeking a stay of any further decisions by the Working Group, Interest Group, TAC, and/or Steering Committee; and (vii) whether the appellant is seeking an opportunity for an oral hearing. If appellee(s) are identified, appellant must provide a copy of the appeal to all identified appellees concurrent with the submission of the appeal.

(b) Opportunity to Cure. If the written appeal is invalid for failure to satisfy the above requirements (i)-(vii), or raises substantive concerns or technical discussions, then the Chair or whoever is presiding over the appeal shall notify the appellant within seven (7) days of receipt, and provide a seven (7) day cure period for resubmission of the appeal, even if the resubmission would otherwise fall outside the forty-five (45) day limit for filing appeals.

(c) Appellee Response. Each appellee(s) identified pursuant to 10.3(a)(i), above, will have an opportunity to submit a response to the written appeal within fifteen (15) days after receipt of the appeal, unless the Chair (or their equivalent) provides additional time at the appellee's request.

(d) Informal Resolution. Within thirty (30) days of receipt of the written statement, or fifteen (15) days after appellee(s)' statement, whichever is later, the Chair (or their equivalent) shall convene an informal discussion among the appellant and appellee(s) (if named) to seek informal resolution of the procedural action or inaction. If informal resolution is achieved, the Chair (or their equivalent) shall provide a summary report to the Working Group or Interest Group and close the appeal. If no resolution can be achieved, then a formal appeal hearing will be scheduled sixty (60) days after the informal resolution meeting.

(e) Formal Appeal Hearing Panel. If informal resolution fails, the Chair (or their equivalent) shall inform the Steering Committee within five (5) days of the Informal Resolution efforts. AOUSD shall form a formal appeal panel, comprising three Steering Committee members assigned by the Steering Committee Chair, provided that no Steering Committee member who has been directly involved in the dispute, is aligned with either side of the appealed matter, or whose employer will be materially and directly affected by any decision in the dispute shall be eligible to serve on the appeal panel. If, as a result of conflicts, there are less than three Steering Committee members eligible to serve, then the Steering Committee Chair shall appoint other individual representatives of Member Organizations who are familiar with the AOUSD Working Group Processes and have no conflicts to serve on the panel. Once the panel is formed, the appellant and appellee will be given an opportunity to object to the panel due to conflict, and the objection must be substantiated to be considered by the Steering Committee Chair.

(f) Formal Appeal Hearing Process. Following formation of the panel, the panel shall hold a meeting with the appellant and appellee(s) to determine (1) what, if any, briefing schedule is desired by the parties and (2) schedule the appeal hearing. During the appeal hearing, the appellant and appellee must each be provided a total period of at least forty-five (45) minutes to present its information, exclusive of Q&A, and may choose12 representatives and/or attendees for the hearing. No representative of an appellant or appellee(s) shall communicate with a member of the appeal panel regarding the appeal outside the formal appeal process during the appeal.

(g) Formal Appeal Decision. The appeal panel must render its decision in writing within thirty (30) days of the appeal, and provide copies of such decision to all parties and the relevant Working Group or Interest Group. The decision of the appeal panel shall be final.

12. AOUSD Community Updates. On a periodic basis, AOUSD shall hold a community update meeting open to all (Member Organizations, IG Member Organizations, and the public), during which AOUSD will present updates to

the community of ongoing and future work. The update meetings shall be coordinated between the Steering Committee, TAC, Working Groups, Interest Groups, and Marketing Working Group. No Contributions from Members or Non-Members shall be accepted during community update meetings.