

**BY-LAWS OF
ENERGISTICS CONSORTIUM, INC.**

JANUARY 1, 2022

(Effective Date)

(Adopted July 27, 2021)

1. NAME.

- 1.1. Name. The corporation shall be known as “Energistics Consortium, Inc.” (the “Corporation” or “Energistics”).

2. PURPOSES.

- 2.1. Tax Exempt Purpose. The Corporation is organized for one or more of the purposes permitted by Section 501(c)(6) of the Internal Revenue Code, including the making of distributions to other organizations that qualify as an exempt organization under Section 501(c)(6) of the Internal Revenue Code.
- 2.2. Specific Purposes. The specific purposes of the Corporation are to:
- 2.2.1. Serve as the primary facilitative standards consortium for the petrotechnical industry;
 - 2.2.2. Lead the petrotechnical industry toward open information standards;
 - 2.2.3. Serve as the primary custodian of all such industry standards, whether developed within the Corporation or externally;
 - 2.2.4. Facilitate the higher degree of integration required by the upstream collaborative marketplace and emerging digital technologies;
 - 2.2.5. Develop open petrotechnical standards that support the business efficiency of the hydrocarbons exploration and production industry; and
 - 2.2.6. Undertake such other activities reasonably related to any of the foregoing.

3. MEMBERSHIP.

- 3.1. Members. All dues paying members in good standing of The Open Group participating in the OSDU™ Forum (collectively The Open Group "OSDU Forum Members", or, individually an "OSDU Forum Member") shall automatically become a member (“Member”) of the Corporation upon (i) payment of the Energistics Dues (which, as described in greater detail below, are an allocable share of The Open Group Dues paid by OSDU Forum Members to The Open Group in an amount determined by a designated The Open Group representative in such representative’s capacity as the sole Class A Director), (ii) execution of The Open Group Membership Agreement, and (iii) in compliance with such other requirements for (A) OSDU Forum participation as may be established by The Open Group, and (B) Energistics membership as may be established in or in accordance with these By-Laws.
- 3.2. Membership Classes. The Members are hereby divided into three classes by which each Member will be categorized and identified:

- 3.2.1. Class A Member. The sole Class A Member is The Open Group.
- 3.2.2. Class B Members. Class B Members include all dues paying The Open Group OSDU Forum Members in good standing who are not also an “Energistics Member” as more fully described in Section 3.2.3 below.
- 3.2.3. Class C Members. Class C Members include all dues paying The Open Group OSDU Forum Members in good standing who were also dues-paying members of Energistics in good standing, determined as of December 31, 2021 (collectively the “Energistics Members” or, individually, an “Energistics Member”) as more fully described in the list attached hereto as Schedule 3.2.3.
- 3.3. Eligibility for Membership. Except as otherwise specifically provided in these By-Laws, all questions of good standing, eligibility for membership, and rights, privileges and responsibilities of Members shall be as set forth in these By-Laws or as otherwise determined by the Board.
- 3.4. Affiliated Entities.
 - 3.4.1. For purposes of these By-Laws, a Member shall be deemed to include any entity controlled by such Member.
 - 3.4.2. No Person or any Governmental Entity which is controlled by or under common control with a Member may become a separate Member of the Corporation regardless of the status of their membership in The Open Group OSDU Forum.
- 3.5. Merger or Combination of Members. In the event of a combination of one or more Members, all or substantially all of one or more of the Equity Securities, assets or business of another, whether by sale, merger or other reorganization, acquisition, bankruptcy, liquidation, dissolution or otherwise (in each case, a “combination”), the resulting entity shall constitute one Member hereunder. For all other purposes, the resulting entity or entities party to a combination shall be treated, individually or collectively, as the Member subject to the sole, reasonable discretion of the Board, and the provisions of these By-Laws.
- 3.6. Continuance of Membership. A Member’s rights, powers and privileges of membership in the Corporation:
 - 3.6.1. Shall, except as specifically set forth herein, immediately terminate upon:
 - 3.6.1.1. the resignation or termination of such membership in accordance with these By-Laws;
 - 3.6.1.2. the resignation or termination of such Member’s The Open Group OSDU Forum Membership Agreement;
 - 3.6.1.3. and/or the breach of the terms of or termination of such Member’s Energistics Membership Terms Rider.
 - 3.6.2. May not be sold, pledged, encumbered, assigned or otherwise transferred in any manner whatsoever, except, subject to prior written consent by Energistics, to an Affiliate of Member which agrees to be bound by all Energistics membership terms and conditions; and

3.6.3. Shall immediately terminate upon a vote by the Board in its sole discretion provided, however, the termination of the membership of any Class C Member with respect to Section 3.6.1.3 above shall require the affirmative vote of all Class C Directors eligible to vote on such matters and provided such Class C Director is not an interested party to such decision (i.e., the employer of such Director is the Member subject to termination).

3.7. Notice of Termination. The Board shall provide written notice to any Member proposed to be terminated by the Board at least ten (10) days prior to the meeting at which such termination is to be voted upon, and the Member may, in the sole, reasonable discretion of the Board, be permitted to appear before and be heard at such meeting in the manner and for the time reasonably allotted by the Board.

4. DUES.

4.1. Payment. Members will pay Energistics Dues through their payment of dues to The Open Group in their capacity as an OSDU Forum Member.

4.2. Default and Suspension. The Board may, except as otherwise provided herein, at its sole option, in the case of any Member (i) that fails to pay its Energistics Dues, or (ii) for whom The Open Group fails to remit the Energistics Dues to Energistics within ninety (90) days of their actual receipt by The Open Group, immediately terminate the membership of such Member and then all rights, powers and privileges of such Member as a member of the Corporation will immediately terminate. Notwithstanding any such termination no such Member so terminated will, under any circumstances whatsoever, be entitled to a refund or pro-ration from Energistics of the Energistics Dues already paid.

5. MEMBER MEETINGS.

5.1. Member Meeting. The Board, in its sole discretion, may convene a meeting of the Members of the Corporation at such time(s) and place(s) as the Board shall designate (each a "Member Meeting"). Further, the Board may, in its sole discretion, determine that such Member Meeting shall not be held at any place, but may instead be held solely by means of remote communication in a manner consistent with the Delaware General Corporation Law. At the Member Meeting, Members shall vote solely and exclusively on such matters that have been properly submitted by the Board to the Members for a vote of Members at such meeting. The Board is not required to call a Member Meeting except as required by applicable law and no Member, except in its capacity as a Board Member, may call or organize any such meeting unless authorized in writing by the Board to do so. The Chairman will preside over all Member Meetings.

5.2. Notice of Meetings. Except as otherwise provided by law, written notice of each Member Meeting shall be given not less than ten (10) nor more than sixty (60) days before the date of the meeting to each Member in good standing as of the date of such notice. The notices of all such meetings shall state the place, date and hour of the meeting and the means of remote communications, if any, by which Members may be deemed to be present in person and vote at such meeting. The notice of a special meeting shall state, in addition, the purpose or purposes for which the meeting is called. If mailed, notice is given when deposited in the United States mail, postage prepaid, directed to the Member at its address as it appears on the records of the Corporation. Without limiting the manner by which notice otherwise may be given to Members, any notice shall be effective if given by electronic mail.

5.3. Quorum. Except as otherwise provided by law, the Certificate or these By-Laws, one-third of the Members entitled to vote, present in person, present by means of remote communication in a

manner, if any, authorized by the Board in its sole discretion, or represented by proxy, shall constitute a quorum for the transaction of business at a Member Meeting.

- 5.4. Adjournments. Any Member Meeting may be adjourned by the Board to any other time and to any other place at which a meeting of Members may be held under these By-Laws. It shall not be necessary to notify any Member of any adjournment of less than thirty (30) days or the means of remote communication, if any, by which Members may be deemed to be present in person and vote at such adjourned Member Meeting, if the time and place of the adjourned meeting are announced at the meeting at which adjournment is taken. At the adjourned meeting, the Corporation may transact any business which might have been transacted at the original meeting.
- 5.5. Voting and Proxies. Each Member shall have one vote on all matters submitted for the vote of the Members by the Board. Each Member entitled to vote at a Member Meeting may vote in person or may authorize another Person or Persons to vote for such Member by written proxy executed or transmitted by the Member or such Member's authorized agent and delivered to the Secretary of the Corporation. No such proxy shall be voted or acted upon after three years from the date of its execution, unless the proxy expressly provides for a longer period. There shall be no cumulative voting. Notwithstanding anything contained herein to the contrary, only Class C Members will be entitled to vote on any matter described in Subsections 7.8.1-7.8.11 below.
- 5.6. Action at Meeting. When a quorum is present at any Member Meeting, the majority of the Members present and entitled to vote on a matter shall decide any matter to be voted upon by the Members at such meeting, except when a different vote is required by express provision of law, the Certificate, or these By-Laws.
- 5.7. Designated Representative. Each Member shall designate, in writing delivered to the Secretary of the Corporation, an individual to represent them and act on their behalf in Member Meetings.

6. BOARD OF DIRECTORS: COMPOSITION AND QUALIFICATION.

- 6.1. Powers. Subject to Sections 7.6-7.8 below, the property, affairs, business and general administration of the Corporation shall be managed by or under the direction of the Board. The Board shall possess all of the powers of the governing body of a not-for-profit membership corporation under the Delaware General Corporation Law. The Board shall determine policy of the Corporation and administer its application within the framework of the By-Laws, shall create Committees and dissolve them, shall, subject to the restrictions set forth below in Section 7.6 and 7.7 below, approve annual budgets and special disbursements, may retain an independent auditor to review the books of the Corporation annually and shall set the amounts of Energistics Dues in accordance with Section 7.7.1 below. In the event of a vacancy in the Board, the remaining Directors, except as otherwise provided by law, the Certificate of Incorporation or these By-Laws, may exercise the power of the full Board until the vacancy is filled.
- 6.2. Number and Qualification.
 - 6.2.1. Number. The number of Persons (each a "Director") who shall constitute the whole Board of the Corporation shall be fixed at five and will consist of: (i) one Class A Director, (ii) two Class B Directors, and (iii) two Class C Directors.
 - 6.2.2. Qualification: Restrictions on Common Employment.
 - 6.2.2.1. Full-Time Employment. Any Director who is appointed pursuant to this Section 6.2 must be a full-time employee of a Member during his or her entire tenure as a Director.

- 6.2.2.2. No Director Common Employment. No more than one employee of any Member may serve on the Board at any given time.
- 6.2.2.3. No Successive Representation by Employees of One Member. With the exception of the Class A Director, no employee of a Member (in each case a “Board Candidate”) may be appointed if, within the previous three-year period ending on the prospective effective date of such appointment (i.e., the first day of the term of such Director), taking into account the provisions of Article 3 above, a Director served on the Board who was employed by the same employer as the Board Candidate being considered for such appointment.
- 6.2.2.4. No Successive Appointments by Same Member Company. In addition to the qualification requirements for Directors and the restrictions contained herein, no Director (an “Appointing Director”) may appoint a Board Candidate to serve as a Director if such Appointing Director was themselves previously appointed as a Director by either (i) that Board Candidate in their previous capacity as a Director, or (ii) by a Director who was employed by the same Member as such Board Candidate. It is the intention of this Subsection 6.2.2.4 to promote diverse representation on the Board from amongst the membership and discourage Members from restricting participation on the Board by passing a Director position back and forth from one Member to another through successive, alternating appointments.
- 6.2.2.5. Requirements Waived by Unanimous Consent. The provisions of Subsections 6.2.2.1 to 6.2.2.4 above may be waived with regard to individual Director appointments by the unanimous, written consent of all of the Directors.
- 6.2.3. Appointment: Class A & Class B. The Class A Member will appoint (i) one Director (the “Class A Director”) who must be an executive employee of the Class A Member, and (ii) two Directors (each a “Class B Director” and collectively the “Class B Directors”) each of whom must be an employee of a different Class B Member or a Class C Member. Class B Directors may not simultaneously serve as a Class C Director regardless of their qualifications. Employees of Class C Members may be appointed as a Class B Director provided such appointment does not conflict with Section 6.2.2 above or any other provision of these By-Laws.
- 6.2.4. Appointment: Class C. Two employees of two different Class C Members (the “Class C Directors” or individually, each a “Class C Director”) will be appointed as Directors. The initial Class C Directors (collectively, the “Initial Class C Directors”) shall have been appointed by the Board subsequent to the adoption of these Bylaws but not later than December 31, 2021. The Initial Class C Directors will, subject to the restrictions contained herein, appoint their successors, and thereafter subsequent Class C Directors will also appoint their successors.
- 6.2.5. Restriction on Common Leadership. To ensure the ongoing independence of Energistics, no Board Candidate may be appointed as a Director if they currently serve on the OMC and the term of any existing Director who becomes a member of the OMC will immediately terminate without any action required on the part of the Board or the Corporation.

6.3. Terms of Directors.

- 6.3.1. Class A. The Class A Director will serve for an indefinite term unless removed by the Class A Member or the Class A Member appoints a successor, in each case by written notice to the Board.
- 6.3.2. Class B. The Class B Directors will serve for not more than a single term of three years during any six-year period.
- 6.3.3. Class C. The Class C Directors will serve for not more than a single term of three years during any six-year period.

6.4. Manner of Appointment of Directors.

- 6.4.1. Class A Director. The Class A Member may, subject to the restrictions contained herein, appoint a new Class A Director who meets the qualifications of Sections 6.2.2 and 6.2.3 above at any time upon written notice to the Board.
- 6.4.2. Class B Directors.
 - 6.4.2.1. Appointment. The Class A Member may appoint a successor who meets the qualifications of Section 6.2.2 above to replace (i) an existing Class B Director (the "Existing Class B Director") by written notice to the Board not later than thirty days prior to the expiration of the then-current term of such Existing Class B Director, (ii) a Class B Director who has resigned, died, been removed in accordance with Section 6.6 below or ceased to meet the qualifications of Section 6.2.2 above within thirty days of the date (A) of such resignation or (B) upon which such Class B Director ceased to meet the qualifications of Section 6.2.2.
 - 6.4.2.2. Failure of Class A Director to Appoint. Should the Class A Member fail to appoint a successor to an Existing Class B Director within the time prescribed above, unless such appointment would violate Section 6.2. above, the Class C Directors may make such appointment(s) by written notice to the Board.
 - 6.4.2.3. Selection Process. The Class A Director may, by such means as it deems reasonable and necessary, and with the advice of the Board, or any Committee thereof, and the OSDU Forum Members, will, in addition to the requirements of Section 6.4.4 below, establish a screening and selection process to provide the greatest number of highly qualified Board Candidates for the appointment of Class B Directors.
- 6.4.3. Class C Directors.
 - 6.4.3.1. Appointment. The Class C Directors may appoint a successor Class C Director who meets the qualifications of Section 6.2.2 above to replace (i) an existing Class C Director (the "Existing Class C Director") by written notice to the Board not later than thirty days prior to the expiration of the then-current term of such Existing Class C Director—such appointment being effective immediately upon such expiration, (ii) a Class C Director who has resigned, died, been removed in accordance

with Section 6.6 below or ceased to meet the qualifications of Section 6.2.2 above within thirty days of the date (A) of such resignation or (B) upon which such Class C Director ceased to meet the qualifications of Section 6.2.2.

- 6.4.3.2. Failure of Class C Directors to Appoint. Should the Class C Directors fail to appoint a successor to an Existing Class C Director within the time prescribed above, unless such appointment would otherwise violate the restrictions of Section 6.2 contained above, the Class B Directors may make such appointment(s) by written notice to the Board.
- 6.4.4. Form of Notice of Appointment. Any written notice delivering the appointment of a Director pursuant to this Section 6.4 must contain a summary of the qualifications of the prospective Director to be appointed and evidence such prospective Director meets the qualifications required by Section 6.2 above or such other requirements contained herein. Specifically, such notice must also contain (1) the name and business address of the appointee and the same of their employer, (2) the principal occupation or employment of such appointee, (3) the name of the Director(s) appointing such appointee, (4) the educational and employment background of the appointee, if known by the Director, (5) any relationship between the appointee and any other Member or industry organization, and (6) any other information concerning the appointee that the Director deems relevant.
- 6.5. Resignation. Any Director may resign by delivering his or her written resignation to the Board. Such resignation shall be effective upon receipt unless it is specified to be effective at some other time or upon the happening of some other event.
- 6.6. Removal. Any Director, other than the Class A Director, may be removed for cause by a vote of a Super Majority of all Directors who are entitled to vote on such matters. In addition, in the event that a Director ceases to comply with the qualifications for directorship set forth herein, such Director will, upon such cessation, automatically cease to be a member of the Board.
- 6.7. Vacancies. A Director appointed to fill a vacancy shall be appointed for a new, three-year term, regardless of the unexpired term of his or her predecessor in office and shall hold office until the expiration of such term or until his or her earlier death, resignation or removal.
- 6.8. Presiding Director. The Class A Director shall preside at all meetings of the Board.
- 6.9. Committees.
 - 6.9.1. Creation. The Board may, by resolution passed by (i) the Class A Director or (ii) a majority of the Board entitled to vote, designate one or more committees (each a "Committee" and collectively, "Committees"), each committee to consist of one or more of the Directors of the Corporation.
 - 6.9.2. Authority. Any such Committee, to the extent provided in the resolution of the Board and subject to the provisions of the General Corporation Law of the State of Delaware, shall have and may exercise all the powers and authority of the Board in the management of the business and affairs of the Corporation and may authorize the seal of the Corporation to be affixed to all papers which may require it.
 - 6.9.3. Rules for Conduct. Except as the Board may otherwise determine, any Committee may make rules for the conduct of its business, but unless otherwise

provided by the directors or in such rules, its business shall be conducted as nearly as possible in the same manner as is provided in these By-Laws for the Board.

6.9.4. Recordkeeping. Each such Committee shall keep minutes and make such reports as the Board may from time to time request.

6.9.5. Committee Members: Director Members.

6.9.5.1. Alternates. The Board may designate one or more Directors as alternate members of any Committee, who may replace any absent or disqualified member at any meeting of the Committee.

6.9.5.2. Appointment of Replacement of Absent or Disqualified Member. In the absence or disqualification of a member of a Committee, the member or members of the Committee present at any meeting and not disqualified from voting, whether or not they constitute a quorum, may unanimously appoint another member of the Board to act at the meeting in the place of any such absent or disqualified member.

6.9.6. Committee Members: Non-Director Members. The Board may appoint any number of employees of OSDU Members in good standing to any Committee (each such employee a "Non-Director Committee Member"). Non-Director Committee Members are not entitled to vote on any matter before either a Committee or the Board, shall be appointed and serve at the pleasure of the Board, and may be dismissed at any time without notice which such authority may be delegated by the Board to one or more Directors who are also members of such Committee. The sole and exclusive purpose of Non-Director Committee Members shall be providing advice and input to the Director(s) on that Committee and acting as volunteers from the membership of the Corporation to further and assist in the development and implementation of Energetics policies, goals, and activities.

6.10. No Liability. No Director shall be personally liable for the debts, liabilities, or other obligations of the Corporation.

6.11. Compensation. Directors shall serve on the Board without compensation.

6.12. Indemnification. The Corporation shall indemnify the Directors to the fullest extent permissible under Delaware law.

6.13. Director Access to Information. Directors shall at all times be entitled to any and all information related or pertaining to the Corporation, its finances and operations.

7. BOARD OF DIRECTORS: MEETINGS AND VOTING.

7.1. Regular Meetings. Regular meetings of the Board may be held without notice at such time and place, as shall be determined from time to time by the Board, provided that any Director who is absent when such a determination is made shall be given notice of the determination. The Board shall hold not less than two regular meetings each calendar year.

- 7.2. Special Meetings. Special meetings of the Board may, subject to the quorum requirements of Section 7.5 below, be held at any time and place, within or without the State of Delaware, designated by the Class A Director or two or more Directors entitled to vote.
- 7.3. Notice of Special Meetings. Notice of any special meeting of Directors shall be given to each Director by the Secretary or by one of the Directors calling the meeting. Notice shall be duly given to each Director (i) by giving notice to such Director in person or by telephone or e-mail at least forty-eight hours in advance of the meeting, or (ii) by delivering written notice by hand, to such Director's last known business or home address at least seventy-two (72) hours in advance of the meeting. A notice or waiver of notice of a meeting of the Board need not specify the purposes of the meeting.
- 7.4. Meetings by Conference Communications Equipment. All directors or any members of any Committee designated by the Directors may participate in any meeting of the Board or such Committee by means of conference telephone or other communications equipment by means of which all persons participating in the meeting can hear and speak to each other, and participation by such means shall constitute presence in person at such meeting. Any notice of any meeting described in this Article 7 must include a description the means by which all persons eligible to attend may participate in any meeting of the Board or such Committee by means of conference telephone or other communications equipment by means of which all persons participating in the meeting can hear and speak to each other.
- 7.5. Quorum. A majority of the total number of the whole Board entitled to vote, which must include the Class A Director, shall constitute a quorum at all meetings of the Board. In the absence of a quorum at any such meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice other than announcement at the meeting, until a quorum shall be present.
- 7.6. Action at Meeting Requires Vote of Class A Director. At any meeting of the Board at which a quorum is present, except as provided in Sections 7.7 and 7.8 below, the vote of the Class A Director shall be required to take any action, unless a different vote is specified by law, these By-Laws or the Certificate of Incorporation.
- 7.7. Independent Action by Class A Director. Notwithstanding anything to the contrary in these By-Laws, any of the following actions may be undertaken based solely on the affirmative vote of the Class A Director:
- 7.7.1. Except as provided in Section 10.12 below, the establishment of the amount of Energistics Dues;
 - 7.7.2. The appointment of officers of the Corporation;
 - 7.7.3. The creation and approval of the annual budget of the Corporation;
 - 7.7.4. The approval of the Management Services Agreement;
 - 7.7.5. Any action involving the day-to-day management of operations of the Corporation or general business matters including the authorization of any agent of the Corporation to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation subject to the restrictions contained herein;
 - 7.7.6. The termination of membership in accordance with Section 4.2 above;

- 7.7.7. Authorizing the purchase and maintenance of insurance on behalf of the Directors and/or any agents of the Corporation; and
 - 7.7.8. General oversight over the financial affairs and tax matters for the Corporation.
- 7.8. Extraordinary Action at Meeting Requiring Vote of Class C Members. Notwithstanding anything to the contrary in these By-Laws, any of the following actions require the affirmative vote of all Class C Directors:
- 7.8.1. any action inconsistent with Article 2 of these By-Laws;
 - 7.8.2. any amendment to these By-Laws or the Certificate;
 - 7.8.3. any amendment to Company Policies;
 - 7.8.4. the making of distributions to other organizations that qualify as an exempt organization under Section 501(c)(6) of the Internal Revenue Code;
 - 7.8.5. the sale, assignment, transfer or distribution of any of the assets of the Corporation including, but not limited to, the Standards;
 - 7.8.6. any action that would jeopardize the Corporation's qualification as an exempt organization under Section 501(c)(6) of the Internal Revenue Code;
 - 7.8.7. the liquidation, dissolution or winding up of the Corporation;
 - 7.8.8. the filing or commencement of any bankruptcy or insolvency proceeding on behalf of the Corporation;
 - 7.8.9. the merger, consolidation or similar combination with any other entity;
 - 7.8.10. approval, adoption or release of new versions of the Standards and/or new standards;
 - 7.8.11. Borrowing or incurring debt outside of the ordinary course of business, excluding ordinary trade payables.
- 7.9. Action by Consent. Any action required or permitted to be taken at any meeting of the Board or of any Committee of the Board may be taken without a meeting, if all members of the Board or Committee entitled to vote, as the case may be, consent to the action in writing or by electronic transmission, and the consents are filed with the minutes of proceedings of the Board or Committee.
- 7.10. Non-Director Committee Members. Nothing contained in this Article 7 shall be construed as requiring the admission of any Non-Director Committee Members to any meeting described herein. Non-Director Committee Members may be admitted as guests to meeting and their presence at such meetings shall be at the pleasure of the Board or the Directors of a Committee, as applicable.

8. OFFICERS.

- 8.1. Enumeration. The Board may appoint such officers as required by the Delaware General Corporation Law and as it may deem appropriate. Officers will be selected to serve on a voluntary

basis, without compensation, from (i) the executive management of The Open Group, and (ii) the employees of Members.

- 8.2. Qualification. Officers may not, during their tenure, concurrently serve as a member of the OMC. Except with respect to officers who are also currently-serving executive management employees of The Open Group, no two officers may be employed by the same entity or Member.
- 8.3. Tenure. Except as otherwise provided by law, by the Certificate of Incorporation or by these By-Laws, each officer shall hold office for a period of not more than five consecutive years during any ten-year period, or until his earlier death, resignation or removal. The foregoing five-year tenure limitation will not apply to officers who are also currently-serving executive management employees of The Open Group who may, subject to Section 8.4 below, serve for an indefinite period.
- 8.4. Resignation and Removal. Any officer may resign by delivering his written resignation to the Board. Such resignation shall be effective upon receipt unless it is specified to be effective at some other time or upon the happening of some other event. Any officer may be removed at any time, with or without cause, by vote of the Class A Director. Except as the Class A Director may otherwise determine, no officer who resigns or is removed shall have any right to any compensation as an officer for any period whatsoever unless such compensation is expressly provided in a duly authorized written agreement with the Corporation approved by a Super Majority of the Board.
- 8.5. Vacancies. The Class A Director may fill any officer vacancy occurring in any office for any reason and may, in its discretion, leave unfilled for such period as it may determine any offices other than those of President, Treasurer and Secretary.
- 8.6. Chairman of the Board. The Chairman of the Board (the "Chairman") shall be the Class A Director. The Chairman shall not serve in any other officer position of the Corporation. The Chairman shall perform such duties and possess such powers as are assigned by the Board.
- 8.7. President. The President of the Corporation shall, subject to the direction of the Board, have general charge and supervision of the business of the Corporation.
- 8.8. Secretary.
 - 8.8.1. Duties. The Secretary shall perform such duties and shall have such powers as the Class A Director may from time to time prescribe. In addition, the Secretary shall perform such duties and have such powers as are incident to the office of the secretary, including the duty and power to give notices of all meetings of Members and special meetings of the Board, to attend all meetings of Members and the Board and keep a record of the proceedings, and to be custodian of corporate records and the corporate seal.
 - 8.8.2. Absence. In the absence of the Secretary at any meeting of Directors, the person presiding at the meeting shall designate a temporary secretary to keep a record of such meeting.
- 8.9. Treasurer. The Treasurer shall perform such duties and shall have such powers as may from time to time be assigned to him by the Class A Director. In addition, the Treasurer shall perform such duties and have such powers as are incident to the office of treasurer, including without limitation the duty and power to keep and be responsible for all funds and securities of the Corporation, to deposit funds of the Corporation in depositories selected in accordance with these By-Laws, to disburse such funds as ordered by the Class A Director, to make proper accounts of such funds, and to render as required by the Class A Director statements of all such transactions and of the financial condition of the Corporation.

- 8.10. Salaries. Officers of the Corporation shall serve without compensation unless compensation is authorized by the affirmative vote of a Super Majority of the Board.
- 8.11. No Liability. No officer shall be personally liable for the debts, liabilities, or other obligations of the Corporation.
- 8.12. Indemnification. The Corporation shall indemnify officers to the fullest extent permissible under Delaware law.

9. GENERAL PROVISIONS.

9.1. Tax Exempt Provisions.

- 9.1.1. Tax Exempt Activities Only. Notwithstanding any other provision of these By-Laws, the Corporation shall not carry on any activities not permitted to be carried on by a corporation exempt from federal income tax under Section 501(c)(6) of the Internal Revenue Code.
- 9.1.2. Private Inurement. No part of the net earnings of the Corporation shall inure to the benefit of or be distributable to, its Members, Directors, officers, or other private persons, except that the Corporation shall be authorized and empowered, as provided herein, to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes of the Corporation.
- 9.1.3. Dissolution and Distribution. Upon the dissolution of the Corporation, its assets remaining after payment or provision for payment of all debts and liabilities of the Corporation shall be distributed as determined by the Board in accordance with the requirements of the Internal Revenue Code.

9.2. Antitrust. Each Member acknowledges that the Members are committed to fostering competition in the development of new products and services and that these By-Laws and Company Policies are intended to promote such competition. The Members further acknowledge that some of them may compete with one another in various lines of business and that it is therefore imperative that they and their representatives act in a manner that does not violate any applicable antitrust laws and regulations. Without limiting the generality of the foregoing, the Members acknowledge that the Members that are competitors shall not discuss issues relating to product costs, product pricing, methods or channels of product distribution, any division of markets, or allocation of customers or any other topic that would be prohibited by applicable antitrust laws. Accordingly, each Member hereby assumes responsibility to provide appropriate legal counsel to its representatives acting according to these By-Laws regarding the importance of limiting their discussions to subjects that relate to the purposes of the Corporation, whether or not such discussions take place during formal meetings, informal gatherings, or otherwise. Each Member consents to the Corporation's giving notice of Member's membership in the Corporation, to the extent necessary for the Corporation to invoke the protection of the National Cooperative Research and Production Act of 1993. (15 U.S.C. §§4301 et seq.).

9.3. Freedom of Action. Neither participation in the Corporation nor the Corporation's approval or release of a standard shall require any Member to use or implement the standard, to preclude any Member from developing or employing additional, competing, or alternative products or specifications, or to foreclose taking a different course of action should any Member so desire. No provision of these Bylaws shall be interpreted to prevent any Member from engaging in any other activities or business ventures, independently or with others, whether or not competitive with the

activities contemplated herein or those of any Member and regardless of the effect thereof on the Corporation.

- 9.4. Fiscal Year. Except as from time to time otherwise designated by the Board, the fiscal year of the Corporation shall begin on the first day of January in each year and end on the last day of December in each year.
- 9.5. Waiver of Notice. Whenever any notice whatsoever is required to be given by law, by the Certificate or by these By-Laws, a waiver of such notice either in writing signed by the person entitled to such notice or such person's duly authorized attorney, or by e-mail or any other means of transmission, including, but not limited to text message or the like, whether before, at or after the time stated in such waiver, or the appearance of such person or persons at such meeting in person or by proxy, shall be deemed equivalent to such notice.
- 9.6. Evidence of Authority. A certificate by the Secretary, or an "Assistant Secretary", or a temporary Secretary, as to any action taken by the Members, Directors, a Committee or any officer or representative of the Corporation shall as to all persons who rely on the certificate in good faith be conclusive evidence of such action.
- 9.7. Certificate of Incorporation. All references in these By-Laws to the "Certificate" or "Certificate of Incorporation" shall be deemed to refer to the certificate of incorporation of the Corporation, as amended and in effect from time to time.
- 9.8. Transactions with Interested Parties. No contract or transaction between the Corporation and one or more of the Directors or officers, or between the Corporation and any other corporation, partnership, association, or other organization in which one or more of the Directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the Director or officer is present at or participates in the meeting of the Board or a Committee which authorizes the contract or transaction or solely because his or their votes are counted for such purpose, if:
 - 9.8.1. The material facts as to his relationship or interest and as to the contract or transaction are disclosed or are known to the Board or the Committee, and the Board or Committee in good faith authorizes the contract or transaction by the affirmative vote of a majority of the disinterested Directors, even though the disinterested Directors be less than a quorum;
 - 9.8.2. The material facts as to his relationship or interest and as to the contract or transaction are disclosed or are known to the Members entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the Members; or
 - 9.8.3. The contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors or a Committee.
 - 9.8.4. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board or of a Committee which authorizes the contract or transaction.
- 9.9. Amendments. These By-Laws may only be altered, amended or repealed or new by-laws may be adopted by the affirmative vote of all Class C Directors at any regular or special meeting of the Board at which a quorum is present.

- 9.10. Severability. Any determination that any provision of these By-Laws is for any reason inapplicable, illegal or ineffective shall not affect or invalidate any other provision of these By-Laws.
- 9.11. Pronouns. All pronouns used in these By-Laws shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person or persons may require.

10. DEFINITIONS.

- 10.1. "Antitrust Policy" means the Energistics Antitrust Policy located at <https://www.energistics.org/wp-content/uploads/2017/04/energisticsantitrust-compliance-policy.pdf>
- 10.2. "Appointing Director" has the meaning set forth in Section 6.2.2.4.
- 10.3. "Board Candidate" has the meaning set forth in Section 6.2.2.3.
- 10.4. "Board of Directors" or "Board" means the board of directors of Energistics.
- 10.5. "By-Laws" means these by-laws and its schedules and exhibits.
- 10.6. "Certificate of Incorporation" or "Certificate" has the meaning set forth in Section 9.7.
- 10.7. "Certified Product License Agreement" means the Energistics Certified Product License Agreement located at <https://www.energistics.org/wp-content/uploads/2019/05/Certified-Product-License-Agreement-Energistics-May-13-2019-.pdf>
- 10.8. "Chairman" has the meaning set forth in Section 8.6.
- 10.9. "Class A Director" has the meaning set forth in Section 6.2.3.
- 10.10. "Class B Director" or "Class B Directors" has the meaning set forth in Section 6.2.3
- 10.11. "Class C Director" or "Class C Directors" has the meaning set forth in Section 6.2.4.
- 10.12. "Combination" or "combination" has the meaning set forth in Section 3.5.
- 10.13. "Committee" or "Committees" have the meaning set forth in Section 6.9.1.
- 10.14. "Company Policies" means, collectively, the Energistics (i) Antitrust Policy, (ii) Information and Intellectual Property Policy, (iii) Certified Product License Agreement, and such other policies and procedures as may be adopted by the Board from time to time.
- 10.15. "Control" shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract, or otherwise all as determined in the sole, reasonable discretion of the Corporation.
- 10.16. "Corporation" has the meaning set forth in Article 1.
- 10.17. "Director" has the meaning set forth in Section 6.2.1.
- 10.18. "Dues paying" means, with respect to any Energistics Member or any OSDU Forum Member, a party who has paid customary and ordinary dues to the applicable organization for such membership, excluding any entity or organization that has received such membership without

payment, at a material discount, as a gratuity, or in kind such as in exchange for membership in another organization or association.

- 10.19. “Energistics” has the meaning set forth in Article 1.
- 10.20. “Energistics Dues” means that portion of The Open Group Dues paid by OSDU Forum Members which are attributable to Energistics membership, as determined in the reasonable discretion of the Board pursuant to Section 7.6 hereof, collected on behalf of Energistics by The Open Group and remitted by The Open Group to Energistics pursuant to the Management Services Agreement, as may be amended from time to time. The Energistics Dues must be adequate to sustain those activities reasonably necessary for the furtherance the purpose of the Corporation as described in Article 2 above.
- 10.21. “Energistics Member” or “Energistics Members” has the meaning set forth in Section 3.2.3.
- 10.22. “Energistics Membership Terms Rider” means those terms governing Energistics membership located at <https://www.energistics.org/2022-member-form/> or such document located at such other location as Energistics may from time to time determine.
- 10.23. “Equity Securities” of any Person shall mean (i) shares of capital stock, limited liability company interests or other equity securities of such Person, (ii) subscriptions, calls, warrants, options or commitments of any kind or character relating to, or entitling any Person to purchase or otherwise acquire, any capital stock, limited liability company interest or other equity securities of such Person, (iii) securities convertible into or exercisable or exchangeable for shares of capital stock, limited liability company interests or other equity securities of such Person, and (iv) equity equivalents, interests in the ownership or earning of, or equity appreciation, phantom stock or other similar rights of, or with respect to, such Person.
- 10.24. “ETP” means Energistics Transfer Protocol, a data exchange specification enables efficient transfer of data between applications.
- 10.25. “Existing Class B Director” has the meaning set forth in Section 6.4.2.1.
- 10.26. “Existing Class C Director” has the meaning set forth in Section 6.4.3.1.
- 10.27. “Governmental Entity” means, as the case may be, any government entity, department, commission, board, agency or instrumentality, and any court, or judicial or arbitral body, whether federal, state, local or foreign.
- 10.28. “Information and Intellectual Property Policy” means the Energistics Information and Intellectual Property Policy located at <https://www.energistics.org/wp-content/uploads/2017/04/energisticsippolicy.pdf>
- 10.29. “Initial Class C Directors” has the meaning set forth in Section 6.2.4.
- 10.30. “Internal Revenue Code” means the Internal Revenue Code of 1986, as amended, and the regulations promulgated pursuant thereto.
- 10.31. “Management Services Agreement” means that certain Management Services Agreement of even date with these By-Laws pursuant to which The Open Group will perform management services on behalf of Energistics and pursuant to which The Open Group will collect Energistics Dues on behalf of and remit such dues to Energistics.

- 10.32. “Member” has the meaning set forth in Section 3.1.
- 10.33. “Member Meeting” has the meaning set forth in Section 5.1.
- 10.34. “Non-Director Committee Member” has the meaning set forth in Section 6.9.6.
- 10.35. “OMC” means the Executive Management Committee appointed by the OSDU Member Focal Points to oversee the OSDU Forum.
- 10.36. “OSDU Forum” means, The Open Group OSDU Forum comprised of volunteers who are employees of participating member companies.
- 10.37. “OSDU Forum Member” or “OSDU Forum Members” means, individually or collectively, as the case may be, a member or members of The Open Group OSDU Forum in good standing who (i) has/have executed and agreed to The Open Group Membership Agreement and the Energetics Membership Terms Rider, and (ii) fulfilled all other requirements for participation in the OSDU Forum as determined by The Open Group.
- 10.38. “Person” means any natural person, corporation, limited partnership, general partnership, limited liability company, joint stock company, joint venture, association, company, trust or other organization, or any Governmental Entity.
- 10.39. “PRODML” is a set of standards related to producing oil and gas wells, with a focus on data from the reservoir-wellbore boundary to the custody transfer point.
- 10.40. “RESQML” is a set of standards related to the reservoir life cycle, from initial structural interpretation and modeling to reservoir characterization, static and dynamic simulation, and production monitoring.
- 10.41. “Standard” or “Standards” means, individually or collectively, as the case may be of any one or more of the following: (i) WITSML, (ii) PRODML, (iii) RESQML, and (iv) ETP.
- 10.42. “Super Majority” means, with respect to a vote of the Board, the affirmative or negative vote of four of the five Directors.
- 10.43. “The Open Group” means The Open Group, L.L.C., a Delaware limited liability company.
- 10.44. “The Open Group Dues” means those dues of The Open Group described at <https://www.opengroup.org/membership/gold-silver> granting to a member of The Open Group the right to participate in the OSDU Forum.
- 10.45. “The Open Group Membership Agreement” means the current form of The Open Group Membership Agreement presently located at <https://www.opengroup.org/sites/default/files/contentimages/Membership/mai.pdf> and containing links to The Open Group Membership Terms and The Open Group Standards Process or such document located at such other location as The Open Group may from time to time determine with reasonable, prior, written notice to Energetics Members.
- 10.46. “The Open Group Membership Terms” means the current form of The Open Group Membership Terms located at <https://www.opengroup.org/membership/terms>.

- 10.47. "The Open Group Standards Process" means the standards development process, described at <https://www.opengroup.org/standardsprocess/>, referenced in The Open Group Membership Agreement and The Open Group Membership Terms.
- 10.48. "WITSML" is an industry standard format for transferring data related to the well, wellbore, and drilling operations, either in real time or between applications and data stores.