

BYLAWS
OF
FIDO ALLIANCE, INC.
(A NONPROFIT MUTUAL BENEFIT CORPORATION)

ARTICLE I

MEMBERS AND MEMBERSHIP AGREEMENT

Section 1. No Members. This corporation shall have no members. The corporation may refer to persons or entities associated with it as “members,” however, those persons or entities shall not be voting members and no such reference shall constitute anyone as a member within the meaning of Section 5056 of the California Nonprofit Corporations Law (the “Law”).

Section 2. Membership Agreement. This corporation will enter into a FIDO Alliance Membership Agreement (the “Membership Agreement”) with certain individuals and entities meeting the criteria set forth therein. The Membership Agreement will be in a form approved by the Board of Directors of the corporation (the “Board”). Parties to the Membership Agreement will not constitute members within the meaning of the Law.

Section 3. Consistency with Membership Agreement. To the extent any provision of these bylaws is inconsistent with the Membership Agreement, the provisions of the Membership Agreement shall control and the inconsistent portion of these bylaws shall be disregarded.

ARTICLE II

BOARD OF DIRECTORS

Section 1. General Powers. Subject to the provisions of the Nonprofit Mutual Benefit Corporation Law, the activities and affairs of this corporation shall be conducted and all corporate powers shall be exercised by or under the direction of the Board. The Board may delegate the management of the activities of this corporation to any person or persons, management company, or committee however composed, provided that the activities and affairs of this corporation shall be managed and all corporate powers shall be exercised under the ultimate direction of the Board.

Section 2. Number of Directors. The authorized size of the Board shall always be equal to the number of Board Members (as defined in the Membership Agreement) which have been properly selected pursuant to the terms of the Membership Agreement, subject to any minimum or maximum size of the Board contained in the Membership Agreement. The number of authorized members of the Board shall be automatically increased to accommodate each Board Member properly selected and in good standing in accordance with the provisions of the

Membership Agreement, and the authorized members of the Board shall be automatically decreased upon the resignation or removal of a Board Member in accordance with the provisions of the Membership Agreement.

Section 3. Selection. Each Board Member qualified to designate a Director shall designate one (1) Director and one (1) Alternate Director to serve on the Board of Directors. Each Director and Alternate Director must be an employee, officer, director or duly authorized representative of the Board Member on behalf of which he or she is serving. Such designations shall be made in accordance with the provisions of the Membership Agreement.

Subsection a. Alternate Directors Voting. Each Board Member shall have an alternate to serve in the capacity of such Board Member's designated Director in the event of the death, resignation, removal or absence of the Director; such alternate shall be referred to as an "Alternate Director." When serving in the capacity of Director, the Alternate Director shall have all the rights, privileges and responsibilities of the Director. Alternate Directors shall be entitled to attend all regular and special meetings of the Board of Directors and shall have all rights (including voting rights) of the Director in the absence of the Director.

Subsection b. Role of Alternate Director. In the event that the Alternate Director is serving as a Director due to the absence of the non-Alternate Director, such non-Alternate Director shall regain all of the rights, privileges and responsibilities of Director status upon the termination of his absence. In the event that the Alternate Director is serving as a Director due to the death, resignation or removal of the Director, the Alternate Director shall immediately become a Director, and the corresponding position of Alternate Director shall become vacant, to be filled as defined in the Membership Agreement.

Subsection c. Application of Bylaws and Membership Agreement. All provisions of these Bylaws and the Membership Agreement apply equally to the Alternate Directors as to the Directors, unless otherwise noted.

Section 4. Term. Unless a member of the Board is earlier removed or replaced pursuant to the terms of the Membership Agreement, each member of the Board shall be designated for a term of six years, provided, however, at the end of each six year term a member of the Board will be automatically re-designated to serve a new term for so long as such individual continues to be designated as a member of the Board in accordance with the provisions of the Membership Agreement.

Section 5. Regular Meetings. The Board may fix by resolution the time, place, either within or without the State of California, and manner of calling and conducting of regular meetings of the Board, including the regular annual meeting of the Board, without other notice than such resolution. Notice of any change in the time or place of regular meetings shall be given to all of the directors in the same manner as notice for special meetings of the Board.

Section 6. Special Meetings. Special meetings of the Board for any purpose or purposes may be called by any two (2) directors.

Section 7. Notice. Notice of all meetings of the Board shall be made in accordance with the Membership Agreement.

Section 8. Quorum. The number of directors that constitute a Quorum shall be determined in accordance with the Membership Agreement.

Section 9. Manner of Acting. The act of a majority of the directors present at a meeting duly held at which a quorum is present shall be the act of the Board, unless the act of a different number is required by law, the articles of incorporation, these bylaws or the Membership Agreement. The articles, bylaws and Membership Agreement shall not provide that a lesser vote than a majority of the directors present at a meeting is the act of the Board.

Members of the Board may participate in a meeting through the use of conference telephone or electronic video screen communication, as long as all members participating in the meeting are able to hear one another. Members of the Board may participate in a meeting through the use of electronic transmission by and to the corporation, as long as all members participating in such meeting via electronic transmission can communicate with one another concurrently and each board member is provided the means of participating in all matters before the Board, including, without limitation, the capacity to propose, or to interpose an objection to, a specific action to be taken by the corporation. Participation in a meeting in a manner pursuant to this section constitutes presence in person at such meeting.

Each director present and voting at a meeting shall have one vote on each matter presented to the Board for action at that meeting.

Section 10. Action Without a Meeting of the Board. Any action required or permitted to be taken by the Board may be taken without a meeting if all members of the Board shall individually or collectively consent to such action in writing or by electronic transmission. Such written consent or consents shall be filed with the minutes of the proceedings of the Board. Such action by written consent shall have the same force and effect as a unanimous vote of such directors. For these purposes only, “all members of the board” does not include an “interested director” as defined in Section 7233 of the Law or any successor section thereto.

Section 11. Removal and Filling Vacancies. The Board may remove directors and fill vacancies on the Board in accordance with the Membership Agreement.

Section 12. Resignation. Any director may resign effective upon giving written notice to the chairman of the board, the president, the secretary or the Board of this corporation, unless the notice specifies a later time for the effectiveness of such resignation. If the resignation is effective at a future time, a successor may be designated to take office when the resignation becomes effective.

ARTICLE III

OFFICERS

Section 1. Officers. The Board shall be entitled to appoint officers of this corporation in accordance with the Membership Agreement.

ARTICLE IV

COMMITTEES

Section 1. Committees of Directors. The Board may, by resolution adopted by a majority of the number of directors then in office, provided that a quorum is present, create one or more committees, each consisting of two (2) or more directors, to serve at the pleasure of the Board. Appointments to such committees shall be by a majority vote of the directors then in office. The Board may appoint one or more directors as alternate members of any committee, who may replace any absent member at any meeting of the committee. And such committee, to the extent provided in the resolution of the Board, shall have all the authority of the Board, except with respect to any activities which the Board is legally prohibited from delegating.

Section 2. Ad-hoc, Advisory or Other Committees. Other committees not having or exercising the authority of the Board in the management of this corporation may be designated by a resolution adopted by a majority of the directors then in office. Each such committee may adopt rules for its own governance not inconsistent with the rules set forth by the Board in the resolution designating the committee.

ARTICLE V

BOOKS AND RECORDS

This corporation shall keep at its principal office in this state, if any, the original or a copy of its articles of incorporation, its bylaws as amended to date and the Membership Agreement as amended to date. Furthermore, this corporation shall keep adequate and correct books and records of account and shall also keep minutes of the proceedings of its Board and committees of the Board. Minutes and other books and records shall be kept either in written form or in any other form capable of being converted into clearly legible tangible form or in any combination of the foregoing. Every director shall have the absolute right at any reasonable time to inspect and copy all books, records and documents of every kind and to inspect the physical properties of this corporation.

ARTICLE VI

INDEMNIFICATION OF DIRECTORS AND OFFICERS

This corporation shall, to the maximum extent permitted by law, indemnify each of its present or former directors and officers against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with any proceeding or any threatened proceeding (hereinafter "proceeding" includes any threatened proceeding) arising by reason of the fact that any such person is or was a director or officer of this corporation; provided that such director or officer was acting in good faith and in a manner such person reasonably believed to be in the best interests of this corporation and, in the case of a criminal proceeding, had no

reasonable cause to believe the conduct of such person was unlawful. Payments authorized hereunder include amounts paid and expenses incurred in settling any such proceeding. The foregoing does not apply to any proceeding specifically excluded by law, which includes actions brought by or in the right of this corporation and certain actions alleging self-dealing or a breach of any duty relating to assets held in charitable trust.

If, because of the nature of the proceeding, this corporation is prohibited by the Law from indemnifying its directors or officers against judgments, fines, settlements and other amounts, this corporation shall nevertheless indemnify each of its directors and officers against expenses actually and reasonably incurred in connection with the defense or settlement of such proceeding arising by reason of the fact that any such person is or was a director or officer of the corporation; provided that such director or officer was acting in good faith and in a manner such person believed to be in the best interests of this corporation and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances; and further provided that, to the extent required by law, the authority specified by law shall also approve the indemnification provided for by this paragraph.

Expenses incurred in defending any proceeding may be advanced by this corporation prior to the final disposition of the proceeding upon receipt of an undertaking by or on behalf of the director or officer to repay the amount of the advance unless it is determined ultimately that the director or officer is entitled to be indemnified as authorized in this article or by law. The provisions of Article VII of these bylaws shall not apply to advances made pursuant to this paragraph.

The Board may authorize this corporation to purchase and maintain insurance on behalf of any director or officer against any liability asserted against or incurred by such person in such capacity or arising out of the person's status as such, whether or not this corporation would have the power to indemnify such person against such liability.

This article does not apply to any proceeding against any trustee, investment manager or other fiduciary of an employee benefit plan in that person's capacity as such, even though that person may also be a director or officer of this corporation. Nothing contained in this Article shall limit any right to indemnification to which such a trustee, investment manager or other fiduciary may be entitled by contract or otherwise, which shall be enforceable to the extent permitted by applicable law.

ARTICLE VII

CORPORATE LOANS, GUARANTEES AND ADVANCES

Except as provided by the Law, this corporation shall not make any loan of money or property to or guarantee the obligation of any director or officer.

ARTICLE VIII

AMENDMENTS TO BYLAWS

New bylaws may be adopted or these bylaws may be amended or repealed by the approval of the same number of members of the Board as would be required to approve any amendment of the Membership Agreement, or, if such number is not described in the Membership Agreement, by an action of the Board as described in Article II, Section 9 of these bylaws.