

CLIMATE SAVERS COMPUTING INITIATIVE

(An Oregon Nonprofit Corporation)

TABLE OF CONTENTS

ARTICLE 1: DEFINITIONS.....	1
ARTICLE 2: OFFICES.....	2
SECTION 2.1 PRINCIPAL OFFICE.....	2
SECTION 2.2 CHANGE OF ADDRESS.....	2
SECTION 2.3 OTHER OFFICES	2
SECTION 2.4 COMPLIANCE WITH ANTITRUST LAWS.....	2
ARTICLE 3: NONPROFIT PURPOSES	3
SECTION 3.1 IRC SECTION 501(c)(6) PURPOSES	3
SECTION 3.2 SPECIFIC OBJECTIVES AND PURPOSES	3
ARTICLE 4: DIRECTORS	4
SECTION 4.1 NUMBER	4
SECTION 4.2 POWERS	4
SECTION 4.3 DUTIES	4
SECTION 4.4 QUALIFICATION, APPOINTMENT OF DIRECTORS	5
SECTION 4.5 TERM OF OFFICE.....	6
SECTION 4.6 COMPENSATION	6
SECTION 4.7 PLACE OF MEETINGS.....	6
SECTION 4.8 ANNUAL MEETINGS	6
SECTION 4.9 SPECIAL MEETINGS	6
SECTION 4.10 NOTICE OF MEETINGS	6
SECTION 4.11 QUORUM FOR MEETINGS.....	7
SECTION 4.12 BOARD ACTION	7
SECTION 4.13 CONDUCT OF MEETINGS.....	7
SECTION 4.14 VACANCIES; RESIGNATIONS	8
SECTION 4.15 NONLIABILITY OF DIRECTORS.....	9
SECTION 4.16 INDEMNIFICATION BY THE CORPORATION OF DIRECTORS AND OFFICERS.....	9
SECTION 4.17 INSURANCE FOR CORPORATE AGENTS	9
SECTION 4.18 BOARD ACTION WITHOUT A MEETING.....	9
ARTICLE 5: OFFICERS.....	10
SECTION 5.1 DESIGNATION OF OFFICERS.....	10
SECTION 5.2 ELECTION AND TERM OF OFFICE	10
SECTION 5.3 REMOVAL AND RESIGNATION	10
SECTION 5.4 VACANCIES.....	10
SECTION 5.5 DUTIES OF PRESIDENT.....	10
SECTION 5.6 DUTIES OF VICE PRESIDENT	11
SECTION 5.7 DUTIES OF SECRETARY	11
SECTION 5.8 DUTIES OF TREASURER.....	12
SECTION 5.9 EXECUTIVE DIRECTOR	12
SECTION 5.10 COMPENSATION	13
ARTICLE 6: WORK GROUPS OR WORK GROUPS	13
SECTION 6.1 WORK GROUPS.....	13
SECTION 6.2 COMPOSITION AND ACTIONS OF WORK GROUPS.....	14

SECTION 6.3	MEETINGS AND ACTION OF WORK GROUPS	14
ARTICLE 7:	EXECUTION OF INSTRUMENTS, DEPOSITS AND FUNDS	15
SECTION 7.1	EXECUTION OF INSTRUMENTS.....	15
SECTION 7.2	CHECKS AND NOTES	15
SECTION 7.3	DEPOSITS.....	15
ARTICLE 8:	CORPORATE RECORDS AND REPORTS	15
SECTION 8.1	MAINTENANCE OF CORPORATE RECORDS.....	15
SECTION 8.2	INSPECTION RIGHTS.....	16
SECTION 8.3	RIGHT TO COPY AND MAKE EXTRACTS	16
SECTION 8.4	PERIODIC REPORT.....	16
ARTICLE 9:	IRC SECTION 501(c)(6) TAX EXEMPTION PROVISIONS	16
SECTION 9.1	LIMITATION ON ACTIVITIES	16
SECTION 9.2	PROHIBITION AGAINST PRIVATE INUREMENT	17
SECTION 9.3	DISTRIBUTION OF ASSETS	17
ARTICLE 10:	AMENDMENT OF BYLAWS.....	17
ARTICLE 11:	CONSTRUCTION AND TERMS.....	17
ARTICLE 12:	MEMBERSHIP PROVISIONS	18
SECTION 12.1	DETERMINATION AND RIGHTS OF MEMBERS.....	18
SECTION 12.2	QUALIFICATIONS FOR MEMBERSHIP	18
SECTION 12.3	ADMISSION TO MEMBERSHIP	19
SECTION 12.4	FEEs AND DUES	19
SECTION 12.5	NUMBER OF MEMBERS.....	19
SECTION 12.6	MEMBERSHIP ROLL	19
SECTION 12.7	NONLIABILITY OF MEMBERS	19
SECTION 12.8	NONTRANSFERABILITY OF MEMBERSHIPS	20
SECTION 12.9	TERMINATION OF MEMBERSHIP.....	20
ARTICLE 13:	MEETINGS OF MEMBERS.....	20
SECTION 13.1	PLACE OF MEETINGS.....	20
SECTION 13.2	REGULAR MEETINGS	21
SECTION 13.3	SPECIAL MEETINGS OF MEMBERS	21
SECTION 13.4	NOTICE OF MEETINGS	21
SECTION 13.5	QUORUM FOR MEETINGS OF MEMBERS	22
SECTION 13.6	MEMBER ACTION	22
SECTION 13.7	MEMBER ACTION AT MEETINGS	22
SECTION 13.8	ACTION BY WRITTEN BALLOT.....	22
SECTION 13.9	CONDUCT OF MEETINGS	23
ARTICLE 14:	MEMBERSHIP CLASSIFICATIONS.....	23
SECTION 14.1	BOARD LEVEL MEMBERS	23
SECTION 14.2	SPONSORS	24
SECTION 14.3	ASSOCIATE MEMBERS	24
SECTION 14.4	AFFILIATE MEMBERS.....	25
ARTICLE 15:	DISCLOSURE OF INFORMATION AND CONFIDENTIALITY	25
SECTION 15.1	LIMITATION ON THE SCOPE OF DISCLOSED INFORMATION.....	25
SECTION 15.2	CONFIDENTIAL INFORMATION	26
SECTION 15.3	NONDISCLOSURE	26

SECTION 15.4	CORPORATION INFORMATION	27
SECTION 15.5	SURVIVAL	27
ARTICLE 16:	INTELLECTUAL PROPERTY RIGHTS POLICY	28
SECTION 16.1	DEFINITIONS.....	28
SECTION 16.2	INTERIM SPECIFICATION REVIEW AND NOTICE	29
SECTION 16.3	SPECIFICATION NOTICE, REVIEW AND MEMBER WITHDRAWAL	29
SECTION 16.4	LICENSING OF WORK GROUP MEMBER INTELLECTUAL PROPERTY RIGHTS	30
SECTION 16.5	TRANSFER OF NECESSARY CLAIMS.....	30
SECTION 16.6	COPYRIGHTS	31
SECTION 16.7	TRADEMARKS	31
SECTION 16.8	SURVIVAL OF AGREEMENT TO GRANT LICENSE	31

CLIMATE SAVERS COMPUTING INITIATIVE

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ARTICLE 1: DEFINITIONS

SECTION 1.1 “Affiliate” or “Affiliates” means an entity that directly or indirectly controls another entity via beneficial ownership of more than fifty percent (50%) of the voting power or equity in another entity (“Control”), or is controlled by another entity, or is under common control with another entity, so long as control exists.

SECTION 1.2 “Affiliate Members” means all Participants, and Affiliates thereof, of the Corporation not desiring to be licensees of the Corporation Trademark (described in Section 16.3, hereof) who so qualify in accordance with the provisions of Article 12 and Section 14.4, below.

SECTION 1.3 “Associate Member” means all Participants and Affiliates thereof of the Corporation below the Sponsor level which desire to be licensees of the Corporation Trademark (described in Section 16.3, hereof) who so qualify in accordance with the provisions of Article 12 and Section 14.3, below.

SECTION 1.4 “Board Level Member” means the Founding Members, Microsoft Corporation, the World Wildlife Fund and all Members and Affiliates thereof who are invited to participate on the Board of Directors by the Founding Members and who so agree to participate and who so qualify in accordance with the provisions of Article 12 and Section 14.1, below.

SECTION 1.5 “Corporation” means the Climate Savers Computing Initiative, a nonprofit, mutual benefit corporation organized under the laws of the State of Oregon.

SECTION 1.6 “Executive Director” means an officer of the Corporation, elected and appointed at the discretion of the Board of Directors, whose duties and responsibilities are set forth in Section 5.8, below. The term “Executive Director” shall not designate a member of the Board of Directors of the Corporation.

SECTION 1.7 “Founding Member” means Google, Inc. and Intel Corporation.

SECTION 1.8 “Member” means all Participants, and Affiliates thereof, of the Corporation who so qualify in accordance with the classifications pursuant to the provision of these Bylaws. Participant shall not mean a “member” as that term is defined under ORS 65.001(23), since the Corporation shall not be deemed to have members as defined under the Oregon Nonprofit Corporation Act, nor shall it mean a general reference to the Participants in the Corporation.

SECTION 1.9 “Participant” means a general reference to the collective group of Board Level Members, Sponsors, Associate Members, Affiliate Members and the

Affiliates of each, and such other levels of participation in the Corporation as the Board of Directors may from time to time designate.

SECTION 1.10 **“Program Criteria”** means the (i) the power efficiency targets and purchase commitment levels for information technology and consumer electronic devices, and (ii) requirements for use of power management tools. The Program Criteria is set forth on Exhibit A (“Program Criteria”)

SECTION 1.11 **“Specification”** means a document embodying technical requirements, interoperability requirements, conditions, and protocols adopted and approved for release by the Corporation, and any updates or revisions adopted and approved for release by the Corporation.

SECTION 1.12 **“Sponsor”** means all Participants, and Affiliates thereof, of the Corporation who so qualify in accordance with the provisions of Articles 12 and Section 14.2, below.

ARTICLE 2: OFFICES

SECTION 2.1 **PRINCIPAL OFFICE**

The principal office of the Corporation shall be located at 1211 SW Fifth Avenue, Suite 1800, Portland, Oregon 97204, Attention: Timothy F. Haslach.

SECTION 2.2 **CHANGE OF ADDRESS**

The designation of the Corporation’s principal office may be changed from time to time by the Board of Directors.

SECTION 2.3 **OTHER OFFICES**

The Corporation may also have offices at such other places, within or without its state of incorporation, where it is qualified to do business, as its business and activities may require, and as the Board of Directors may, from time to time, designate.

SECTION 2.4 **COMPLIANCE WITH ANTITRUST LAWS**

The Corporation and its Participants are committed to fostering open competition in the development and deployment of products. The Participants of the Corporation understand that in certain lines of business they are direct competitors and that it is imperative that they and their representatives act in a manner which does not violate any state, federal or international antitrust laws and regulations.

Without limiting the generality of the foregoing, the Participants of the Corporation acknowledge that the Corporation prohibits any discussion that may be construed as a violation of antitrust laws. Accordingly, each Participant will counsel its representatives on the importance of limiting the scope of their discussions to the topics

which relate to the purposes of the Corporation, whether or not such discussions take place during formal meetings, informal gatherings, or otherwise.

ARTICLE 3: NONPROFIT PURPOSES

SECTION 3.1 IRC SECTION 501(c)(6) PURPOSES

Subject to the limitations stated in the Articles of Incorporation or these Bylaws, the Corporation is organized exclusively for one or more of the purposes as specified in Section 501(c)(6) of the Internal Revenue Code (the “Code”), including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under Section 501(c)(6) of the Code. The provisions of this Section 3.1 may only be altered, amended, or repealed by the unanimous approval of all Participants of the Corporation.

SECTION 3.2 SPECIFIC OBJECTIVES AND PURPOSES

Subject to any limitations stated in the Articles of Incorporation or these Bylaws, the Corporation is a nonprofit corporation formed by its Participants for the limited purpose of bringing together industry, consumers, government and conservation organizations to significantly increase the energy efficiency of information technology and consumer electronic devices thereby appreciably reducing CO2 emissions from the operation of such devices. Without expanding the limited purpose set forth above in this Section 3.2, it is the explicit intent of the Corporation to accomplish this by:

- Development and promotion of power efficiency metrics for information technology and consumer electronic equipment and requirements for use of power management tools;
- Development and promotion of Specifications for information technology and consumer electronic device power efficiency leveraging existing industry specifications and/or standards where possible;
- Campaigning to build awareness of energy efficiency issues in the information technology and consumer electronic industries and benefits to be gained by meeting or exceeding the Corporation’s energy efficiency metrics;
- Promotion of more efficient designs;
- Working with environmental and consumer organizations to educate consumers about power management of information technology and consumer electronic devices;
- Obtaining commitment from manufacturers to develop products that meet or exceed the Corporation’s efficiency metrics;

- Obtaining commitments from enterprises to purchase energy efficient information technology and consumer electronic equipment; and
- Working with energy companies to develop rebate programs for the purchase of energy efficient information technology and consumer electronic devices.

The Corporation may also interface with other groups or bodies with complementary agendas. Notwithstanding the foregoing provisions of Sections 3.1 and 3.2 of these Bylaws, or any other provisions of these Bylaws that may be to the contrary, the Corporation's primary purpose shall not be to develop its own specifications.

ARTICLE 4: DIRECTORS

SECTION 4.1 NUMBER

The number of Directors of the Corporation may vary between a minimum of four (4) and a maximum of eleven (11). The Founding Members, Microsoft Corporation and the World Wildlife Fund shall each be permanent Board of Director members (the "Permanent Board Members"). In addition, the Founding Members, Microsoft Corporation and the World Wildlife Fund may, by mutual agreement, invite and appoint up to seven (7) additional members to serve on the Board of Directors (the "Appointed Board Members")

SECTION 4.2 POWERS

Subject to the provisions of the Oregon Nonprofit Corporation Law and any limitations in the Articles of Incorporation and these Bylaws, 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 of Directors.

SECTION 4.3 DUTIES

It shall be the duty of the Board of Directors to:

- (a) Perform any and all duties imposed on them collectively or individually by law, by the Articles of Incorporation, or by these Bylaws;
- (b) Appoint and remove, employ and discharge, and, except as otherwise provided in these Bylaws, prescribe the duties and fix the compensation, if any, of all officers, agents and employees of the Corporation;
- (c) Supervise all officers, agents and employees of the Corporation to assure that their duties are performed properly;
- (d) Meet at such times and places as required by these Bylaws;

(e) Register their addresses with the Executive Director or Secretary of the Corporation, and notices of meetings given in accordance with Section 4.10 shall be valid notices thereof;

(f) Establish, charter, modify charter and disband Work Groups (as defined in Article 6), as appropriate to conduct the work of the Corporation;

(g) Consider for approval or rejection any public statement, press release or similar public materials concerning the Specifications or the business of the Corporation prior to making such materials public;

(h) Consider for approval or rejection the Corporation's annual budget. If the annual budget is not approved at the start of each calendar year, the Corporation shall operate based on the prior yearly budget, to the extent practical, until an annual budget is approved;

(i) Establish annual dues for the various classes of Members and to determine the rights and obligations for each class of Member not otherwise stated in these Bylaws;

(j) Make a yearly evaluation of the Corporation's fulfillment of its purposes as set forth in the Bylaws and the need to continue the existence of this entity going forward;

(k) Establish or revise membership classes and the rights and privileges of the various classes of Members;

(l) Adopt and modify the Bylaws;

(m) Such other duties as are customary for the Directors of a Nonprofit Business League organized under Section 501(c)(6) of the Internal Revenue Code; and

(n) Adopt such procedures to govern operations of Work Groups (or if necessary, for specific Work Groups) ("Work Group Procedures" or "Work Group Specific Procedures," as applicable).

SECTION 4.4 QUALIFICATION, APPOINTMENT OF DIRECTORS

The Board of Directors shall be comprised of an employee or non-employee representative of each of the Board Level Members. The Board Level Members may also appoint an alternate representative to serve on a temporary basis should its designated representative become unavailable. Even if a designated representative to the Board of Directors is present, that Director's alternate representatives may also attend meetings of the Board of Directors, but in a nonvoting capacity. A Board Level Member, by providing written notice to the Board of Directors, may replace an individual appointed by that Board Level Member to the Board of Directors at any time either with a designated alternate representative or another designated representative of the Board Level Member. Google Inc. and Intel Corporation will be the co-chairpersons of the

Board. The Board of Directors and co-chairpersons of the Board as set forth above shall be appointed by the incorporator.

SECTION 4.5 TERM OF OFFICE

Permanent Board Members shall serve until the death, resignation or removal from office. Appointed Board members shall serve for a two-year period (from the date of execution of the Board Level Member Membership Agreement).

SECTION 4.6 COMPENSATION

Directors shall serve without compensation by the Corporation.

Nothing herein contained shall be construed to preclude any Director from serving the Corporation in any other capacity as an officer, agent, employee, or otherwise, and receiving compensation therefore so long as such compensation is approved by a unanimous vote of the Disinterested Directors. As used herein, the term "Disinterested Directors" shall mean directors with no financial or other interest in the matter being decided.

SECTION 4.7 PLACE OF MEETINGS

Board of Directors' meetings shall be held at places and times as may be agreed to by a majority of the Board of Directors. Meetings may be held in person, by audio, document or videoconferencing techniques or any other means or combinations thereof permitted under ORS Chapter 65, as that chapter may, from time to time, be amended.

SECTION 4.8 ANNUAL MEETINGS

Annual Meetings of the Board of Directors shall be held as soon as practical following the Annual Meeting of the Members.

SECTION 4.9 SPECIAL MEETINGS

Special Meetings of the Board of Directors may be called by any one third (1/3) of the then-current Board of Directors, or, if different, by the persons specifically authorized under the laws of the State of Oregon to call Special Meetings of the Board.

SECTION 4.10 NOTICE OF MEETINGS

Unless otherwise provided by the Articles of Incorporation, these Bylaws, or provisions of law, the following provisions shall govern the giving of notice for meetings of the Board of Directors:

(a) Annual Meetings. The Executive Director of the Corporation shall give at least sixty (60) days' prior notice to each Director.

(b) Special Meetings. The Executive Director of the Corporation shall give at least fourteen (14) days' prior notice to each Director.

The primary means for the provision of notice shall be via electronic mail to the Director at the electronic mail address as it appears on the records of the Corporation, provided that the Director to be contacted shall acknowledge personal receipt of the electronic message by a return electronic message or telephone call within three (3) business days of the first notification. If notification is provided by mail (including the U.S. Postal Service, express courier services and the like), such notice shall be deemed to be delivered when deposited in the mail addressed to the Director at his or her address as it appears on the records of the Corporation, with postage prepaid. Personal notification may also include notification by telephone, facsimile, or other electronic means; provided, however, such notification shall be subject to any and all acknowledgment requirements as may be set forth in ORS Chapter 65, as that chapter may, from time to time, be amended.

SECTION 4.11 QUORUM FOR MEETINGS

A quorum shall consist of two-thirds (2/3) of the member of the Board of Directors. In the absence of a continued quorum at any meeting of the Board of Directors already in progress, a majority of the Directors present may adjourn the meeting.

SECTION 4.12 BOARD ACTION

Unless the Articles of Incorporation, these Bylaws, the membership Agreement or provisions of law require a greater voting percentage or different rules for approval of a matter by the Board, every act or decision done or made by a majority of the Directors present at a meeting duly held at which a quorum is present is the act of the Board of Directors; provided, however, that the Board of Directors representative of the World Wildlife Fund shall have a veto right on the adoption by the Corporation of any and all trademarks, service marks and/or logos incorporating any trademarks, service marks or logos licensed to the Corporation by World Wide Fund for Nature and the various members of its network. Notwithstanding the foregoing, the Program Criteria set forth in Exhibit A may not be changed during the period beginning on the date of the filing of the Corporation's Articles of Incorporation and ending on the first anniversary of such date and thereafter only be changed by a unanimous vote of the Board of Directors less one. For avoidance of doubt, additional Program Criteria that represents an absolute increase in the efficiency requirements set forth in Exhibit A, or that result in energy efficiencies that are additional to those set forth in Exhibit A, may be added by a majority vote of the Board of Directors at a meeting duly held in which a quorum is present.

SECTION 4.13 CONDUCT OF MEETINGS

Meetings of the Board of Directors shall be presided over by the co-chairpersons of the Board of Directors. The Executive Director or Secretary of the Corporation shall act as secretary of all meetings of the Board, provided that, in the absence of both, the presiding officer shall appoint another person to act as Secretary of the Meeting.

To the extent permitted by applicable law, a Member's alternate representative to the Board of Directors may attend a Board of Directors' meeting and vote in place of said absent Director should said Director be unavailable to attend such meetings. Should neither the director or the designated alternate be available for said meeting, a director may designate an alternate representative from the same Member entity to attend a Board of Directors' meeting and vote in place of said absent director pursuant to a proxy signed by said director.

Meetings shall be governed by such procedures as may be approved from time to time by the Board, insofar as such rules are not inconsistent with or in conflict with the Articles of Incorporation, these Bylaws, or with provisions of law. Where practical, the Board of Directors will model its procedures and actions on *Robert's Rules of Order*, although the Board shall not be required to adopt *Robert's Rules of Order* in its entirety or any part thereof.

Directors may participate in a regular or Special Meeting through use of teleconference, videoconference, or similar communications, so long as all people participating in such meeting can hear one another during such meeting. Participation in a meeting pursuant to this Section 4.13 constitutes presence in person at such meeting.

SECTION 4.14 VACANCIES; RESIGNATIONS

Vacancies on the Board of Directors shall exist: (1) whenever the number of authorized directors is increased; (2) whenever the term of an Appointed Board Member expires; (3) whenever a Director resigns from or is terminated from employment by the Member organization employing the Director at the time of the Director's appointment; (4) whenever a Director's Member organization terminates its membership as a Board Level Member; and (5) wherever a Director is removed from office with cause.

Any Director may resign effective upon giving written notice to the President, the Secretary, Executive Director or the Board of Directors. No Director may resign if the Corporation would then be left without a duly appointed Director or Directors in charge of its affairs, except upon notice to the Office of the Attorney General or other appropriate agency of the State of Oregon.

At the expiration of an Appointed Board Member's term, the Founding Members, Microsoft Corporation and the World Wildlife Fund may either appoint the Board Member whose term has expired to another term or invite and appoint a different Board Member.

The Member employing the resigning or removed Director may replace that Director with another employee or representative by providing the Executive Director or Secretary with written notice of the same within thirty (30) days after the effective date of the Director's resignation, termination or removal. Except as otherwise herein provided, a Director shall be conclusively deemed to resign if the Director's employment with the Member is for any reason terminated. A person appointed to fill a vacancy on the Board

shall hold office until the end of the term of the individual being replaced or until his or her death, resignation or removal from office.

If the Member who has the right under this Section 4.14 to appoint a replacement Director to the Board fails to appoint such Director within the prescribed time period, or if the vacancy has occurred because the Member employing the Director has terminated its membership as a Board Level Member, the Founding Members, Microsoft Corporation and the World Wildlife Fund may invite and appoint another Board Level Member

SECTION 4.15 NONLIABILITY OF DIRECTORS

To the extent permissible under Oregon and Federal law, Directors shall not be personally liable for the debts, liabilities, or other obligations of the Corporation.

SECTION 4.16 INDEMNIFICATION BY THE CORPORATION OF DIRECTORS AND OFFICERS

To the fullest extent permitted by the Oregon Nonprofit Corporation Act, as it exists on the date hereof or is hereafter amended, the Corporation shall indemnify and defend any person who is made, or threatened to be made, a party to an action, suit or proceeding, whether civil, criminal, administrative, investigative, or otherwise (including an action, suit or proceeding by or in the right of the Corporation), by reason of the fact that the person is or was a Director of the Corporation and acting on behalf of the Corporation.

This Section 4.16 shall not be deemed exclusive of any other provisions or insurance for the indemnification of Directors, officers, employees, or agents that may be included in any statute, bylaw, agreement, resolution of Directors or otherwise, both as to action in any official capacity and action in any other capacity while holding office, or while an employee or agent of the Corporation.

SECTION 4.17 INSURANCE FOR CORPORATE AGENTS

Except as may be otherwise provided under provisions of law, the Board of Directors, in its sole discretion, may adopt a resolution authorizing the purchase and maintenance of insurance on behalf of any particular agent of the Corporation (including a Director, officer, employee or other agent of the Corporation) against liabilities asserted against or incurred by the agent in such capacity or arising out of the agent's status as such, whether or not the Corporation would have the power to indemnify the agent against such liability under the Articles of Incorporation, these Bylaws or provisions of law

SECTION 4.18 BOARD ACTION WITHOUT A MEETING

Any Action that the Board of Directors is required or permitted to take may be taken without a meeting if all members of the Board consent in writing to that action. Such action by signed consent shall have the same force and effect as any other validly

approved action of the Board. All consents shall be filed with the minutes of the proceedings of the Board.

ARTICLE 5: OFFICERS

SECTION 5.1 DESIGNATION OF OFFICERS

The officers of the Corporation shall be a President, a Vice President, a Secretary, and a Treasurer. The Corporation may also designate an Executive Director. The Corporation may also have such other officers with such titles as may be determined from time to time by the Board of Directors. With the Exception of the Executive Director, if any, all officers shall be an employee or representative of a Board Level Member or Sponsor.

SECTION 5.2 ELECTION AND TERM OF OFFICE

Officers shall be elected by majority vote of the Board of Directors, at each Annual Meeting of the Board of Directors, and each officer shall hold office until he or she dies, resigns or is removed or is otherwise disqualified to serve, or until his or her successor shall be elected and qualified, whichever occurs first.

SECTION 5.3 REMOVAL AND RESIGNATION

The Board of Directors may remove any officer from his or her elected office, either with or without cause, at any time upon unanimous vote of the members of the Disinterested Directors. An officer who is also an employee of a Board Level Member or Sponsor shall automatically be removed if the employer of the officer terminates its membership in the Corporation. Any officer may resign at any time by giving written notice to the Board of Directors or to the President, Secretary or Executive Director of the Corporation. Any such resignation shall take effect at the date of receipt of such notice or at any later date specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. The above provisions of this Section 5.3 shall be superseded by any conflicting terms of a contract that has been approved or ratified by the Board of Directors relating to the employment of any officer of the Corporation.

SECTION 5.4 VACANCIES

Any vacancy caused by the death, resignation, removal, disqualification, or otherwise, of any officer shall be filled by the Board of Directors. In the event of a vacancy in any office other than that of President, such vacancy may be filled temporarily by appointment by the President until such time as the Board shall fill the vacancy. Vacancies occurring in offices of officers appointed at the discretion of the Board may or may not be filled as the Board shall determine.

SECTION 5.5 DUTIES OF PRESIDENT

The President shall be the chief executive officer and, if a Director, may also be the co-chairperson of the Board of Directors of the Corporation. The President, acting in the capacity of the President, shall, subject to the control of the Board of Directors, supervise and control the affairs of the Corporation and the activities of the officers. He or she shall perform all duties incident to his or her office and such other duties as may be required by law, by the Articles of Incorporation, or by these Bylaws, or which may be prescribed from time to time by the Board of Directors, including presiding as chairperson at all meetings of the Members of the corporation, or any subset thereof.

Except as otherwise expressly provided by law, by the Articles of Incorporation, or by these Bylaws, the President shall, in the name of the Corporation, execute such deeds, mortgages, bonds, contracts, checks, or other instruments which may from time to time be authorized by the Board of Directors.

SECTION 5.6 DUTIES OF VICE PRESIDENT

In the absence of the President, or in the event of his or her inability or refusal to act, the Vice President shall perform all the duties of the President, and when so acting shall have all the powers of, and be subject to all the restrictions on, the President.

The Vice President shall have other powers and perform such other duties as may be prescribed by law, by the Articles of Incorporation, or by these Bylaws, or as may be prescribed by the Board of Directors.

SECTION 5.7 DUTIES OF SECRETARY

The Secretary shall:

Certify and keep at the principal office of the Corporation the original, or a copy, of these Bylaws as amended or otherwise altered to date.

Keep at the principal office of the Corporation or at such other place as the Board may determine, a book of minutes of all meetings of the Directors, and, if applicable, meetings of Work Groups of Directors and of Members, recording therein the time and place of holding, whether regular or special, how called, how notice thereof was given, the names of those present or represented at the meeting, and the proceedings thereof, including all ballots and proxies.

See that all notices are duly given in accordance with the provisions of these Bylaws or as required by law. Advise the Members in writing of all results of any election of Directors.

Be custodian of the records and of the seal of the Corporation and affix the seal, as authorized by law or the provisions of these Bylaws, to duly executed documents of the Corporation.

Keep at the principal office of the Corporation a membership book containing the name and address of each and any Members, and, in the case where any membership has been terminated, he or she shall record such fact in the membership book together with the date on which such membership ceased.

Exhibit at all reasonable times to any Member of the Corporation, or to the Member's agent or attorney, on request therefore, the Bylaws, the membership book, and the minutes of the proceedings of the Members of the Corporation.

In general, perform all duties incident to the office of Secretary and such other duties as may be required by law, by the Articles of Incorporation, or by these Bylaws, or which may be assigned to him or her from time to time by the Board of Directors.

SECTION 5.8 DUTIES OF TREASURER

The Treasurer shall:

Have charge and custody of, and be responsible for, all funds and securities of the Corporation, and deposit all such funds in the name of the Corporation in such banks, trust companies, or other depositories as shall be selected by the Board of Directors.

Receive, and give receipt for, monies due and payable to the Corporation from any source whatsoever.

Disburse, or cause to be disbursed, the funds of the Corporation as may be directed by the Board of Directors, taking proper vouchers for such disbursements.

Keep and maintain adequate and correct accounts of the Corporation's properties and business transactions, including accounts of its assets, liabilities, receipts, disbursements, gains and losses.

Exhibit at all reasonable times the books of account and financial records to any Director of the Corporation, or to his or her agent or attorney, on request therefore.

Render to the President and Directors, whenever requested, an account of any or all of his or her transactions as Treasurer and of the financial condition of the Corporation.

Prepare, or cause to be prepared, and certify, or cause to be certified, the financial statements to be included in any required reports.

In general, perform all duties incident to the office of Treasurer and such other duties as may be required by law, by the Articles of Incorporation of the Corporation, or by these Bylaws, or which may be assigned to him or her from time to time by the Board of Directors.

SECTION 5.9 EXECUTIVE DIRECTOR

The Executive Director, if any, shall perform such undertakings as are necessary to manage the day-to-day needs of the Corporation, including:

Scheduling and setting up meetings.

Facilitating communication between Members, including providing timely notices of meetings.

Acting as the liaison to other consortia or associations with which the Corporation may choose to associate.

Providing Members with timely minutes, summaries and other reports with respect to the activities of the Corporation as may be prepared by the Secretary or the Executive Director.

Receiving and processing membership agreements, and executing them on behalf of the Corporation.

In general, performing all duties incident to the office of Executive Director and such other duties as may be required by law, by the Articles of Incorporation, or by these Bylaws, or which may be assigned to him or her from time to time by the Board of Directors.

The Executive Director may engage third parties to undertake such activities, provided that the Executive Director enters into appropriate contracts protective of the Corporation, and ensures compliance with terms and conditions of this Agreement including confidentiality obligations.

SECTION 5.10 COMPENSATION

With the exception of the Executive Director, whose services shall be provided pursuant to a consulting and services agreement between the Corporation and an outside contractor, the officers shall serve without compensation by the Corporation, unless the Board of Directors authorizes compensation.

Nothing herein contained shall be construed to preclude any officer from serving the Corporation in any other capacity as an agent, employee, or otherwise, and receiving compensation therefore as long as such compensation is approved by a unanimous vote of the Disinterested Directors.

ARTICLE 6: WORK GROUPS

SECTION 6.1 WORK GROUPS

The Corporation shall have such Work Groups as may from time to time be designated upon vote of the Board of Directors (“Work Groups”). At a minimum, the

Corporation shall have a Marketing Work Group and a Motherboard Efficiency Work Group. Both of these Work Groups shall be co-chaired by the Founding Members. For all other Work Groups, the Board of Directors shall appoint the chairperson of each Work Group, including replacements. All provisions of this Section 6 which apply to Work Groups shall also apply to any subgroups formed thereunder.

Meetings and actions of Work Groups shall be governed by, noticed and held in accordance with written Work Groups Procedures to be adopted by the Board of Directors, and as amended from time to time. Upon establishment of a Work Groups, that Work Group may, through its chairperson, propose specific procedures to govern that Work Group; such specific procedures subject to ratification by the Board of Directors. Work Group specific procedures not otherwise incorporated into the general Work Groups Procedures adopted by the Board of Directors shall apply only to the Work Groups proposing such procedures.

SECTION 6.2 COMPOSITION AND ACTIONS OF WORK GROUPS

Other than as specified below, only Board Level Members and Sponsors may act as voting members of Work Groups or subgroups thereunder. Any Board Level Member or Sponsor may propose to the Board of Directors the establishment of one (1) or more Work Groups. The Board of Directors shall (i) approve or disapprove the formation of each Work Group, (ii) approve or disapprove the charter of such Work Group, and (iii) appoint the initial and any replacement chairperson of such Work Group from among the Board Level Members and Sponsors. The Board of Directors shall provide timely notice of the formation and chairperson of each Work Group to all Board Level Members and Sponsors as well as the then-current Work Group Procedures that will govern its actions. Without limiting the powers of the Board of Directors as stated in the Bylaws, all output of Work Groups, and modifications thereto, shall be subject to review and approval of the Board of Directors in accordance with the Bylaws prior to publication or disclosure by the Corporation and before becoming binding upon the Corporation and the Members. No Member shall be deemed to be a participant in any Work Group unless such Member specifically so indicates in writing to the Board of Directors. No Member shall be deemed to be a participant in any Work Group, for purposes of Section 16.4 hereof or for any other purpose, unless such Member specifically so indicates in writing to the Board of Directors. Notwithstanding anything to the contrary in the foregoing, a Work Group by majority vote of its Members may invite Members below the Sponsor level to participate in that Work Group as a voting member.

SECTION 6.3 MEETINGS AND ACTION OF WORK GROUPS

SECTION 6.3.1 RECORD OF ACTIVITIES

The Work Groups shall elect a secretary or other person to document and record the Work Group's activities.

SECTION 6.3.2 MEETINGS

Work Groups shall hold regular meetings on a schedule as determined by such Work Group and approved by the Board of Directors. The noticing of meetings of the Work Group and the governance thereof shall be subject to the Work Group Procedures or Work Group Specific Procedures adopted by the Board of Directors. Regardless of the Work Group Procedures or Work Group Specific Procedures which may apply, all Member representatives in Work Group meetings (face-to-face, telephonic or by any other means of communication or assent) shall make a good faith effort to disclose the existence of any Necessary Claims (as defined in Section 16.1, below) of that Member, that to the contemporaneous actual knowledge of that representative, might be infringed by an implementation of the then-current draft Specification, or proposed modification of an existing Specification.

SECTION 6.3.3 REMOVAL FROM WORK GROUPS

The then-current Work Group Procedures or Work Group Specific Procedures shall govern the removal of any member of a Work Group.

ARTICLE 7: EXECUTION OF INSTRUMENTS, DEPOSITS AND FUNDS

SECTION 7.1 EXECUTION OF INSTRUMENTS

The Board of Directors, except as otherwise provided in these Bylaws, may by resolution authorize any officer or 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, and such authority may be general or confined to specific instances. Unless so authorized, no officer, agent, or employee shall have any power or authority to bind the Corporation by any contract or engagement or to pledge its credit or to render it liable monetarily for any purpose or in any amount.

SECTION 7.2 CHECKS AND NOTES

Except as otherwise specifically determined by resolution of the Board of Directors, or as otherwise required by law, checks, drafts, promissory notes, orders for the payment of money, and other evidence of indebtedness of the Corporation with a value of less than Fifty Thousand Dollars (\$50,000) cumulative in any quarterly period may be signed by the President, Treasurer or Executive Director. Checks, drafts, promissory notes, orders for the payment of money, and other evidence of indebtedness in excess of Fifty Thousand Dollars (\$50,000), shall require the signatures of two (2) or more of the above-listed officers and a special resolution of the Board of Directors.

SECTION 7.3 DEPOSITS

All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks, trust companies, or other depositories as the Board of Directors may select.

ARTICLE 8: CORPORATE RECORDS AND REPORTS

SECTION 8.1 MAINTENANCE OF CORPORATE RECORDS

The Corporation shall keep at its principal office:

(a) Minutes of all meetings of the Board of Directors, all meetings of Work Groups of the Board of Directors, all meetings of any Work Group, all meetings of Members, indicating the time and place of holding such meetings, whether regular or special, how called, the notice given, and the names of those present and the proceedings thereof including all proxies;

(b) Adequate and correct books and records of account, including accounts of its properties and business transactions and accounts of its assets, liabilities, receipts, disbursements, gains and losses;

(c) A record of its Members, if any, indicating their names and addresses and, if applicable, the class of membership held by each Member and the termination date of any membership; and

(d) A copy of the Corporation's Articles of Incorporation and Bylaws as amended to date, which shall be open to inspection by the Members, if any, of the Corporation at all reasonable times during office hours.

SECTION 8.2 INSPECTION RIGHTS

Subject to such confidentiality and nondisclosure requirements as the Board may reasonably deem appropriate, or restrictions imposed via any confidentiality and nondisclosure agreement concerning any particular record, book or document, all Board Level Members and Sponsors 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 the Corporation and shall have such other rights to inspect the books, records and properties of this Corporation as may be required under the Articles of Incorporation, other provisions of these Bylaws, and provisions of law.

SECTION 8.3 RIGHT TO COPY AND MAKE EXTRACTS

Unless otherwise restricted pursuant to confidentiality and nondisclosure limitations, any inspection under the provisions of this Article 8 may be made in person or by agent or attorney and the right to inspection shall include the right to copy and make extracts.

SECTION 8.4 PERIODIC REPORT

The Board shall cause any annual or periodic report required under the laws of the State of Oregon to be prepared and delivered to an office of the State of Oregon or to the Members, if any, of this Corporation, to be so prepared and delivered within the time limits set by law.

ARTICLE 9: IRC SECTION 501(c)(6) TAX EXEMPTION PROVISIONS

SECTION 9.1 LIMITATION ON ACTIVITIES

Notwithstanding any other provisions of these Bylaws, 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 (the “Code”).

SECTION 9.2 PROHIBITION AGAINST PRIVATE INUREMENT

No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to, its Members, Directors or trustees, officers, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes of the Corporation.

SECTION 9.3 DISTRIBUTION OF ASSETS

In the event of liquidation, dissolution, termination, or winding up of the Corporation (whether voluntary, involuntary, or by operation of law), the Board of Directors shall, after paying or making provisions for the payment of all of the liabilities of the Corporation, transfer all of the property and assets of the Corporation to one or more “Qualified Organizations,” as defined below, as the Board of Directors shall determine. For purposes of this Section 9.3 “Qualified Organization” shall mean a corporation or other organization organized and operated exclusively for religious, charitable, educational or other purposes meeting the requirements for exemption provided by ORS 317.080, as shall at the time qualify either (i) as exempt from Federal income tax under Section 501(a) of the Code by reason of being an organization described in Section 501(c)(6) of the Code, or (ii) as a corporation or other organization to which contributions are deductible under Section 170(c)(1) of the Code.

ARTICLE 10: AMENDMENT OF BYLAWS

Except for a change to World Wildlife Fund’s veto rights in Section 4.12, above (which change may, itself be vetoed by the Board of Directors representative from the World Wildlife Fund), or as otherwise provided for in individual Articles herein, these Bylaws and any amendments thereto, may only be altered, amended, or repealed, and new Bylaws adopted, upon approval of all members of the Board of Directors, less one (1).

ARTICLE 11: CONSTRUCTION AND TERMS

If there is any conflict between the provisions of these Bylaws and the Articles of Incorporation of the Corporation, the provisions of the Articles of Incorporation shall govern.

Should any of the provisions or portions of these Bylaws be held unenforceable or invalid for any reason, the remaining provisions and portions of these Bylaws shall be unaffected by such holdings.

All references in these Bylaws to the Articles of Incorporation shall be to the Articles of Incorporation, Articles of Organization, Certificate of Incorporation, Organizational Charter, Corporate Charter, or other founding document of the Corporation filed with an office of the State of Oregon and used to establish the legal existence of the Corporation.

All references in these Bylaws to a section or sections of the Code shall be to such sections of the Internal Revenue Code of 1986, as amended from time to time, or to corresponding provisions of any future federal tax code.

ARTICLE 12: MEMBERSHIP PROVISIONS

SECTION 12.1 DETERMINATION AND RIGHTS OF MEMBERS

The Corporation shall have such classes of membership (“Membership Classifications”) as defined by the Board of Directors, including the initial classifications of Members set forth in Article 1, above. No Member shall hold more than one (1) membership in the Corporation. For purposes of this Section a Member and its Affiliates shall be deemed one (1) Member. Except as expressly provided in or authorized by the applicable Membership Agreements, the Articles of Incorporation, the Bylaws of this Corporation, or provisions of law, all Members shall have the rights, privileges, restrictions and conditions established by resolution of the Board of Directors.

Among the benefits generally to be afforded to the Members are the right to attend meetings of the General Membership of the Corporation, access to materials adopted by the Board of Directors, and access to the general Member portions of the Corporation’s web site.

SECTION 12.2 QUALIFICATIONS FOR MEMBERSHIP

The qualifications for membership in this Corporation are as follows:

Any Person supportive of this Corporation’s purposes and not otherwise prohibited by treaty, law, or regulation from abiding by the terms of these Bylaws, who pays the then current annual dues applicable to its Membership Classification, if any and who meets the criteria set forth in policies to be adopted by the Board of Directors may become a Member the Corporation. Such policies will provide that all Members that are Sponsors or Associate Members (except Sponsors or Associate Members that are Consumers) who desire to be licensees of the Corporation’s Trademark (as defined in Section 16.3, hereof) must self-certify for each fiscal year of the Corporation that it has met or exceeded the Corporation’s efficiency standards that (i) Members that are information technology and consumer electronic device or component makers must commit to develop products that meet or exceed the Corporation’s efficiency standards for each fiscal year of the Corporation, and to make available, upon request of the Board

of Directors, documentation establishing that labeled products are in compliance with the efficiency specifications in Exhibit A of these bylaws, (ii) Members that are enterprises must commit to requiring high-efficiency systems for a majority of their corporate information technology and-consumer electronic devices purchases, and also to using power-management tools on their information technology and consumer electronic devices in compliance with the efficiency specifications in Exhibit A , (iii) Members that are environmental and consumer organizations must commit to educating end-users about the benefits of energy-efficient information technology and consumer electronic power-management tools for home use, (iv) Members that are energy companies commit to providing rebate programs for purchasers of products that meet or exceed the Corporation's efficiency standards, (v) Members that are consumers must pledge to use power-management tools on their information technology and consumer electronic devices, and to purchase energy-efficient devices in the future. Nothing herein shall be construed as limiting a Members right to design, develop, manufacture, acquire or market competitive products and services, and conduct its business in whatever way it chooses.

SECTION 12.3 ADMISSION TO MEMBERSHIP

Applicants qualified under Section 12.2, above, shall be admitted to membership upon affirmation of the Articles of Incorporation and these Bylaws; the execution of a Membership Agreement, payment of the applicable annual dues as specified on the Membership Agreement and approval by the Board of Directors. Notwithstanding the foregoing, there shall be no annual dues required for Members that are Nonprofit Corporations as defined in Section 501(c)(3) of the Internal Revenue Code of 1984, as amended or similarly defined by the tax codes of jurisdictions outside of the United States.

SECTION 12.4 FEES AND DUES

The annual dues, if any, payable to the Corporation by each class of Members shall be established and may be changed from time to time by resolution of the Board of Directors. Initial dues shall be due and payable upon written commitment to join the Corporation. Thereafter, yearly dues shall be due and payable as specified on the Membership Agreement. If any Member is delinquent in the payment of dues, such Member's rights shall be deemed suspended upon written notice from the Corporation until all delinquent dues are paid.

SECTION 12.5 NUMBER OF MEMBERS

There is no limit on the number of Members the Corporation may admit.

SECTION 12.6 MEMBERSHIP ROLL

The Corporation shall keep a membership roll containing the name and address, including electronic mail addresses, of each Member, the date upon which the applicant became a Member, and the name of one (1) individual from each Member organization who shall serve as a primary contact for the Corporation, receive all correspondence and information, distribute this information within his or her organization, and vote on all

issues submitted to a vote of the Members. Termination of the membership of any Member shall be recorded in the roll, together with the date of termination of such membership. Such roll shall be kept at the Corporation's principal office. Membership in the Corporation is a matter of public record; however, membership lists will not be sold or otherwise be made available to third parties.

SECTION 12.7 NONLIABILITY OF MEMBERS

No Member of this Corporation, as such, shall be individually liable for the debts, liabilities, or obligations of the Corporation.

SECTION 12.8 NONTRANSFERABILITY OF MEMBERSHIPS

All rights of membership cease upon the Member's dissolution. No membership may be assigned without the prior written consent of the Corporation, and any purported assignment without such written approval shall be null and void.

SECTION 12.9 TERMINATION OF MEMBERSHIP

The membership of a Member shall terminate upon the occurrence of any of the following events:

(1) Upon a failure to initiate or renew membership by paying dues on or before their due date, such termination to be effective thirty (30) days after a written notification of delinquency is given personally or mailed to such Member by the Secretary or Executive Director of the Corporation. A Member may avoid such termination by paying the amount of delinquent dues within a thirty (30) day period following the Member's receipt of the written notification of delinquency.

(2) Upon written notice from a Member to the Board of Directors indicating the Member's desire to terminate its membership in the Corporation; provided, however, that all obligations of the Member to the Corporation incurred prior to the date of termination shall survive such termination.

(3) Upon unanimous vote of all Directors other than the Director facing termination of Membership, when such Directors determine, after affording the Member in question the right to be heard on the issue, that the Member has violated the policies, procedures and duties of Membership herein, including the requirements for Membership as stated in Section 12.2, above.

(4) Upon a Member's dissolution.

In the event that two (2) or more Member organizations are merged or a Member organization is acquired by another Member organization, the resulting entity shall have only one (1) Membership and one (1) vote in all Membership votes thereafter. The former voting Member may, however, upon written notice to the Board, be permitted to continue attendance at Meetings on a nonvoting basis and be provided with notices thereof.

All rights of a Member in the Corporation shall cease on termination of membership as herein provided. A Member terminated from the Corporation shall not receive any refund of dues already paid for the current dues period.

ARTICLE 13: MEETINGS OF MEMBERS

SECTION 13.1 PLACE OF MEETINGS

Meetings of Members shall be designated from time to time by resolution of the Board of Directors, which resolution shall specify the meeting place and time. At the discretion of the Board of Directors, meetings may be held in person or by audio, document or videoconferencing techniques, or any combination thereof, or any other means permitted under ORS Chapter 65, as that chapter may, from time to time, be amended.

SECTION 13.2 REGULAR MEETINGS

The Annual Meetings of Members shall be held for the purpose of conducting such business as may come before the meeting. Each of the Annual Meetings of the Members shall be deemed a regular meeting.

Other regular meetings of the Members shall be held on dates and at times to be determined by the Board of Directors.

SECTION 13.3 SPECIAL MEETINGS OF MEMBERS

Special Meetings of the Members for any purpose shall be called by the Board of Directors, or by written request of three-quarters (3/4) of the Members.

SECTION 13.4 NOTICE OF MEETINGS

Unless otherwise provided by the Articles of Incorporation, these Bylaws, or provisions of law, notice stating the place, day and hour of the Annual Meeting shall be provided not less than sixty (60) days in advance thereof. In the case of a Special Meeting, notice, specifying the purpose or purposes for which the meeting is called, shall be provided not less than fourteen (14) days before the date of the meeting.

The primary means for the provision of notice shall be via electronic mail to the Member at the electronic mail address as it appears on the records of the Corporation, provided that the Member to be contacted shall acknowledge personal receipt of the electronic message by a return electronic message or telephone call within three (3) working days of the first notification. If notification is provided by mail (including the U.S. Postal Service and express courier services and the like), such notice shall be deemed to be delivered when deposited in the mail addressed to the Director at his or her address as it appears on the records of the Corporation, with postage prepaid. Personal notification may also include notification by telephone, facsimile, or other electronic means; provided, however, such notification shall be subject to any and all

acknowledgment requirements as may be set forth in ORS Chapter 65, as that chapter may, from time-to-time, be amended.

Whenever any notice of a meeting is required to be given to any Member of this Corporation under provisions of the Articles of Incorporation, these Bylaws, or the law of the State of Oregon, a waiver of notice in writing signed by the Member, whether before or after the time of the meeting, shall be equivalent to the giving of such notice.

SECTION 13.5 QUORUM FOR MEETINGS OF MEMBERS

Pursuant to ORS 65.241, those Members present at a properly noticed meeting of the Members shall constitute a quorum.

SECTION 13.6 MEMBER ACTION

Every act or decision done or made by a majority of Members present in person at a properly noticed Annual Meeting of Members is the act of the Members. Member action shall be advisory in nature only and shall not be binding upon the Board of Directors.

SECTION 13.7 MEMBER ACTION AT MEETINGS

Each Member shall have one (1) vote on each matter submitted to a vote by the Members. The Member's designated employee shall do all voting in person, not by proxy. Voting at meetings shall be by a show of hands if held in person, or by voice ballot if held by audio, videoconferencing or teleconferencing, unless otherwise required. Results of all ballots shall duly be distributed to all Members by the Executive Director within thirty (30) days of each ballot. Written confirmation of any and all ballots shall be maintained with the Corporation's minutes.

SECTION 13.8 ACTION BY WRITTEN BALLOT

Except as otherwise provided under the Articles of Incorporation, these Bylaws, or provisions of law, any action which may be taken at any regular or Special Meeting of Members may be taken without a meeting or in conjunction with a meeting if the Corporation distributes a written ballot to each Members entitled to a vote.

The ballot shall:

1. Set forth the proposed action and/or slate of candidates;
2. Provide an opportunity to select individuals or specify approval or disapproval of each proposal or a vote for candidates, as appropriate;
3. Indicate the number of responses needed and the percentage of approvals necessary to pass the measure submitted; and

4. Specify the date by which the ballot must be received by the Corporation in order to be counted. The date set shall afford Members a reasonable time within which to return the ballots to the Corporation.

Ballots shall be mailed or delivered in the manner required for giving notice of membership meetings as specified in these Bylaws.

Approval of action by written ballot shall be valid only when the number of votes cast by ballot within the time period specified equals or exceeds the quorum, if required to be present at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the action at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot.

SECTION 13.9 CONDUCT OF MEETINGS

Meetings of Members shall be presided over by the President of the Corporation or, in his or her absence, by the Vice President of the Corporation or, in the absence of all of these persons, by a chairperson designated by the Board of Directors, or in the absence of a timely designation by the Board of Directors, by a majority of the Members present. The Secretary of the Corporation shall act as Secretary of all meetings of Members, provided that, in his or her absence, the presiding officer shall appoint another person to act as Secretary of the Meeting.

Meetings shall be governed by such procedures as may be approved from time to time by the Board of Directors, insofar as such rules are not inconsistent with or in conflict with the Articles of Incorporation, these Bylaws, or with provisions of law.

ARTICLE 14: MEMBERSHIP CLASSIFICATIONS

SECTION 14.1 BOARD LEVEL MEMBERS

The Board Level Members of the Corporation shall execute a Membership Agreement and pay the fees called for thereon for the Board Level Members. The Board Level Members shall be granted the specific additional rights stated in this Section 14.1 and shall be subject to the obligations stated in the Climate Savers Computing Initiative Membership Agreement.

Among other benefits specifically afforded to Board Level Members who remain in good standing are:

- (1) All of the benefits afforded to lower tier members;
- (2) The right to appoint a representative to serve on the Board of Directors;
- (3) The right to be listed (with a hyperlink to the Board Level Member's web site) as a Board Level Member on the Corporation's web site; and

(4) The right to access any and all portions of the Corporation's web site and any electronic transmissions therefrom via reflector. This right includes access to the Board Level Member-only discussion groups and the Corporation's mailing lists (subject to any privacy policy that the Corporation may adopt).

In addition to the foregoing, the Board of Directors may from time to time approve other benefits to which all Board Level Members may be entitled.

SECTION 14.2 SPONSORS

The Corporation shall have up to thirty (30) Sponsors, who must be invited to join at this membership level via a majority vote of the Board of Directors. All Sponsors must execute a Membership Agreement and pay the fees called for thereon for Sponsors. Sponsors shall be granted the specific rights stated in this Section 14.2 and shall be subject to the obligations stated in the Climate Saver's Computing Initiative Membership Agreement.

Among other benefits specifically afforded to Sponsors who remain in good standing are:

- (1) All of the benefits afforded to lower tier members;
- (2) The right to be appointed as an Officer of the Corporation;
- (3) The right to be listed (with a hyperlink to the Sponsor's web site) as a Sponsor on the Corporation's web site;
- (4) The right to access any and all portions of the Corporation's web site and any electronic transmissions therefrom via reflector. This right includes access to the Sponsor-only discussion groups and the Corporation's mailing lists (subject to any privacy policy that the Corporation may adopt);
- (5) The right to serve as chairperson and voting member of any Corporation Work Group; and
- (6) Corporation marketing of Sponsor products which meet Corporation metrics for efficiency and Corporation listing of Sponsor products in solutions catalogue posted to Corporation web site.

SECTION 14.3 ASSOCIATE MEMBERS

The Corporation shall have Associate Members. All Associate Members must execute a Membership Agreement and pay the fees called for thereon for Associate Members. Associate Members shall be granted the specific additional rights stated in this Section 14.3 and shall be subject to the obligations stated in the Climate Saver's Computing Initiative Membership Agreement.

Among other benefits specifically afforded to Associate Members who remain in good standing are:

- (1) The right to be listed as an Associate Member on the Corporation's web site;
- (2) The right to access any and all portions of the Corporation's web site except for those specifically limited to Board Level Members and Sponsors, and any electronic transmissions therefrom via reflector. This right includes access to the Member-only discussion groups and the Corporation's mailing lists (subject to any privacy policy that the Corporation may adopt); and
- (3) The right, subject to meeting or exceeding energy efficiency metrics established by the Corporation, to receive a royalty free license to use the Corporation's Trademark to indicate that it's manufactured or purchased products meet or exceed the Corporations metrics for energy efficient devices on those specific manufactured or purchased products that meet or exceed the Corporation's metrics;
- (4) Corporation marketing of Associate products which meet Corporation metrics for efficiency and Corporation listing of Associate products in solutions catalogue posted to Corporation web site.

In addition to the foregoing, the Board of Directors may from time to time approve other benefits to which all Charter Members may be entitled.

SECTION 14.4 AFFILIATE MEMBERS

The Corporation shall have Affiliate Members who shall be individuals or entities that are supportive of the purpose of the Corporation. All Affiliate Members must execute a Membership Agreement and will be granted the rights stated in this Section 14.4 and shall be subject to the obligations stated in the Climate Saver's Computing Initiative Membership Agreement.

Among other benefits specifically afforded to Affiliate Members who remain in good standing are:

- (1) The right to be listed as an Affiliate Member on the Corporation's web site; and
- (2) The right to access any and all portions of the Corporation's web site except for those specifically limited to Sponsors and/or Associate Members, and receive any electronic transmissions therefrom via reflector. This right includes access to the Member-only discussion groups and the Corporation's mailing lists (subject to any privacy policy that the Corporation may adopt).

ARTICLE 15: DISCLOSURE OF INFORMATION AND CONFIDENTIALITY

SECTION 15.1 LIMITATION ON THE SCOPE OF DISCLOSED INFORMATION

The Participants acknowledge that they will not disclose or exchange information as part of the Corporation's activities among themselves unless such disclosure is necessary in order to achieve the lawful purposes of the Corporation. All information disclosed as a part of the Corporation's activities shall be deemed non confidential except as may be provided below or as otherwise agreed to in a written agreement between the affected parties.

SECTION 15.2 CONFIDENTIAL INFORMATION

From time to time a Participant may deem it necessary to disclose information to the other Participants which such Participant considers confidential or proprietary ("Confidential Information"). In such instances the relevant information may be disclosed as the Confidential Information of the disclosing party if the information is specifically designated as such at the time of disclosure; provided, however, that inadvertent disclosures of Confidential Information not otherwise designated as such may be remedied by notification to all Participants to whom such Confidential Information has been disclosed (in accordance with the notification process in this Article 15) of the disclosing Participant's intention to maintain the confidentiality of the same to the extent that the receiving Participants have not yet disseminated the subject information outside of their organization. Any such designation shall be effected by (1) marking any information disclosed in writing in a manner which indicates it is the Confidential Information of the disclosing party; or (2) by orally indicating that any information disclosed orally is the Confidential Information of the disclosing party and then within ten (10) days providing all other Participants with a written summary of the orally disclosed Confidential Information so that such Confidential Information is more easily identified. By disclosing Confidential Information a Participant agrees that should any such Confidential Information be necessarily, inherently or inferentially disclosed by the Corporation, such Participant shall allow publication the same. All information disclosed by Participants prior to the date of this Agreement directly for the purposes of the Corporation shall be governed by the provisions of this Section 15.2. All information developed by the Corporation shall be deemed the Confidential Information of the Corporation and subject to the terms hereof until made publicly available. All works in progress, including Participant submissions, Corporate personnel matters, minutes of Board of Directors' meetings, minutes of Committees and Work Groups and attorney work product of the Corporation's attorney shall in all cases be deemed Confidential Information of the Corporation and subject to the terms hereof.

SECTION 15.3 NONDISCLOSURE

With respect to Confidential Information of a Participant and/or of the Corporation, the receiving party agrees, for a period of three (3) years from the initial date of disclosure, to use the same care and discretion to avoid disclosure, publication,

and dissemination outside the receiving party and its subsidiaries, contractors and consultants as the receiving party employs with its own Confidential Information, but no less than reasonable care. Any disclosure by a receiving party to its subsidiaries, contractors and consultants should be subject to an obligation of confidentiality at least as restrictive as those contained in this Article 15. The foregoing obligation shall not apply to any information which is: (1) rightfully known by the receiving party without any limitation on use or disclosure prior to disclosure; (2) publicly available through no fault of the receiving party; (3) rightfully received without a duty of confidentiality; (4) disclosed by the disclosing party to a third party without a duty of confidentiality on such third party; (5) independently developed by the receiving party; (6) disclosed pursuant to the order of a court or other authorized governmental body, or as required by law, provided that the receiving party provides reasonable prior written notice to the disclosing party, and cooperates with the disclosing party, so that the disclosing party has the opportunity to oppose any such order; or (7) disclosed by the receiving party with the disclosing party's prior written approval. Notwithstanding anything to the contrary herein, any Participant shall be free to use the Residuals resulting from access to or work with of Confidential Information for any purpose including, but not limited to, use in the development, manufacture, marketing and maintenance of its products and services, subject only to the obligations herein with respect to disclosure of such Confidential Information. The term "Residuals" means that Confidential Information in non tangible form, which may be retained in the unaided memories of individuals within the scope of the receiving Party's obligations who have had rightful access to such Confidential Information under these Bylaws, including ideas, concepts, know-how or techniques contained therein and who no longer have access to the disclosed Confidential Information and who have not intentionally memorized such Confidential Information. The Parties shall have no obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of Residuals. However, the foregoing shall not be deemed to grant a license under any copyrights or patents. The term "Residuals" shall not included any detailed financial or personnel data. It is understood that receipt of Confidential Information under these Bylaws shall not create any obligation in any way limiting or restricting the assignment and/or reassignment of any employees of a Participant within Participant's organization. However, this Section 15.3 shall not be deemed to grant to any party a license under the other party's copyrights or patents.

Nothing contained herein shall preclude the Corporation from entering into Nondisclosure Agreements with third party non-Participants.

SECTION 15.4 CORPORATION INFORMATION

Except as set forth in the Membership Agreements of the Corporation, all public disclosures regarding the existence, membership and activities of the Corporation must be approved by the Board of Directors. However, the Corporation's general policy shall be to disclose fully, at the agreed-upon time, all information relating to the Corporation and its activities. If a Participant shall be required to disclose any Confidential Information relating to the Corporation pursuant to a valid order of a court or other government body or any political subdivision thereof, the Participant shall first give notice to the Board of

Directors and make a reasonable effort to obtain a protective order requiring that any such Confidential Information so disclosed be used only for the purposes for which the order was issued.

SECTION 15.5 SURVIVAL

After withdrawal, termination or nonrenewal as a Participant, for any reason, a former Participant has a continuing duty under this Article 15.

ARTICLE 16: INTELLECTUAL PROPERTY RIGHTS POLICY

SECTION 16.1 DEFINITIONS

The following definitions shall apply to this Article 16:

(a) **“Compliant Portion”** means only those specific portions of products (hardware, software or combinations thereof) that implement and are compliant with all relevant portions of a Specification.

(b) **“Contribution”** means a submission by a Work Group Member to the Work Group in which such Work Group Member participates proposing an addition to or modification of an existing Specification or a new Specification or portion thereof, or a submission proposing changes or modifications to reference design documents. (All WG Members are deemed to have made Contributions to a Spec)

(c) **“Necessary Claims”** means those claims of patents or patent applications, other than design patents and design registrations, throughout the world which a Member or its Affiliates has the right, any time during the term of these Bylaws, to grant licenses of the nature agreed to be granted herein without such grant resulting in payment of royalties or other consideration to third parties (except for payments to Affiliates or employees), which claims are necessarily infringed by products which implement a Specification adopted and approved for release by the Corporation and which are within the bounds of the Scope, where such infringement could not have been avoided by another commercially reasonable noninfringing implementation of applicable portions of such Specification. “Necessary Claims” shall not include any claims other than those set forth above even if contained in the same patent or patent application as Necessary claims and: (i) which, if licensed, would require a payment by the licensor to third parties that are not Affiliates; (ii) that relate to semiconductors and semiconductor manufacturing technology; (iii) that relate to aspects of any technology, standard or product that is an optional part of the Specification or is not itself disclosed with particularity in the Specification (even though such technology, standard or product may otherwise be mentioned or required by the Specification), including claims; or (iv) that relate to any technology that may be necessary to develop, design, manufacture, sell or use any product or portion thereof that complies with the Specification (*e.g.*, semiconductor manufacturing technology, microprocessor or chipset architecture, microprocessor bus technology, compiler technology, object oriented technology, basic operating system technology or the like).

(d) **“Work Group Member”** for purposes of this Section 16 means a Member of the Corporation that participates in a Work Group that is charged with the development of a draft Specification (and has so indicated its participation in writing pursuant to Section 6.2. For avoidance of doubt the licensing obligations of Section 16.4 shall only apply to Specifications that are created by the Work Group in which the Work Group Member participates.

SECTION 16.2 INTERIM SPECIFICATION REVIEW AND NOTICE

(a) Interim Specifications. At such time as a Work Group’s development of a Specification reaches a point where the members of that Work Group reasonably believe it has identified the nature and scope of the Specification to be developed by the Work Group, and thereafter when the nature and scope is materially expanded, such working drafts (“Interim Specifications”) may (but at least once prior to a final draft, shall) be delivered to the Board of Directors who may (but at least once prior to a final draft, shall) thereafter send a complete draft of the Interim Specification to the Members of the Work Group who are Sponsor level or higher (hereinafter “Reviewing Members”) for review.

(b) Review. For a period of sixty (60) days from the date that the Board of Directors sends the Interim Specification to the Reviewing Members, the Reviewing Members, on behalf of themselves and their Affiliates, may review the same for any Necessary Claims that may be implicated by the Interim Specification. While there is no requirement for a Reviewing Member to review its patent portfolio for Necessary Claims, Reviewing Members are advised that unless they provide timely notice pursuant to Sections 16.2(c) and 16.11, below, before the end of this sixty (60) day period, the Reviewing Member is committing to the licensing provisions of Section 16.4 below with regard to Necessary Claims implicated by the Interim Specification, if and when the Specification implicating those Necessary Claims is adopted by the Corporation.

(c) Withdrawal. Without limiting a Reviewing Members absolute right to withdraw pursuant to Section 12.9(2), a Member who has not otherwise made a Contribution to the Interim Specification may provide notice to the Board of Directors that withdrawal from membership in the Corporation pursuant to this subsection is necessary, if that Member determines that the Interim Specification implicates Necessary Claims which that Member is unwilling to license to the other Members pursuant to Section 16.4, below; A Member wishing to exercise the right to withdraw under this provision, must deliver notice of withdrawal not later than the end of the review period referenced in Section 16.2(b), above. Said notice of notice must include written identification of any Necessary Claims of the Member that that they do not wish to license hereunder.

SECTION 16.3 SPECIFICATION NOTICE, REVIEW AND MEMBER WITHDRAWAL

(a) Notice. The Corporation shall provide the Reviewing Members with not less than sixty (60) days’ prior notice of the adoption of a new or revised Specification. Such notice shall include a complete draft of the Specification as approved by the Board

of Directors and state the effective date when the Specification, and all Necessary Claims therein, shall be subject to the licensing provisions of Section 16.4, below.

(b) **Withdrawal.** Any Work Group Member may withdraw from membership in the Corporation pursuant to this subsection, if that Work Group Member determines that the Specification contains Necessary Claims which that the Work Group Member is unwilling to license pursuant to Section 16.4, below. A Work Group Member wishing to exercise the right to withdraw under this provision, must deliver notice of withdrawal to the Board of Directors not later than fifteen (15) calendar days prior to the effective date of the Specification stated in the notice provided pursuant to Section 16.3(a), above. Such notice must specify the Necessary Claims that the Work Group Member is unwilling to license hereunder.

(c) **New Work Group Members.** If, during the review period stated in Section 16.3(a) above, a Member shall be appointed as a Work Group Member such New Work Group Member shall be permitted not less than forty-five (45) calendar days to review the Specification then under review for any and all Necessary Claims and to agree in a separate affirmative writing to be committed to the licensing provisions of Section 16.4, below, as to such pending Specification if it is adopted by the Corporation. Failure to provide such written affirmation shall be deemed a withdrawal of the Member from that Work Group.

SECTION 16.4 LICENSING OF WORK GROUP MEMBER INTELLECTUAL PROPERTY RIGHTS

(a) **Specification.** When the Work Group Member or its Affiliate makes a Contribution to a Specification of the Corporation, including revisions thereto, or when the Corporation adopts and approves for release a Specification after providing notice as set forth in Sections 16.2 and 16.3, above, then barring notice from the Work Group Member pursuant to Section 16.2(c), the Work Group Member and its Affiliates hereby agree to grant to any adopter of the Specification who so requests (“Adopter”) and their Affiliates under reasonable and nondiscriminatory terms, a nonexclusive, nontransferable, worldwide license under its Necessary Claims to allow such Adopter to make, have made, use, import, offer to sell, lease, sell and otherwise distribute Compliant Portions, provided that such agreement to license shall not extend to any part or function of a product in which a Compliant Portion is incorporated that is not itself part of the Compliant Portion. Each Work Group Member agrees that it will not transfer, and has not transferred, patents having Necessary Claims for the purpose of circumventing this Section 16.4.

(b) **Reciprocity.** The provisions of Section 16.3, above, concerning the grant of patent licenses to Adopters shall not be effective as to any Adopter or its Affiliates that do not, in fact and practice, make the patent license grant of Section 16.4 available to the Work Group Member and its Affiliates.

(c) **No Other License.** No license, immunity or other right is granted under these Bylaws by any Member or its Affiliates or to any Adopter or its Affiliates, either

directly or by implication, estoppel or otherwise, other than the agreements to grant licenses expressly set forth in this Article 16.

SECTION 16.5 TRANSFER OF NECESSARY CLAIMS

Any transfer by a Work Group Member or its Affiliates to an unaffiliated third party of a patent having Necessary Claims shall be subject to: (i) the terms and conditions of these Bylaws, (ii) the agreement to grant licenses by the Work Group Member to Adopters and their Affiliates pursuant to Section 16.4 of these Bylaws; and (iii) to the extent that a Member transferring a patent or patents having Necessary Claims has failed to enforce its right to charge royalties per Section 16.4, above, the right to past royalties accrued prior to the date of said transfer shall be deemed waived.

SECTION 16.6 COPYRIGHTS

(a) To the Corporation. The Work Group Members grant to the Corporation a worldwide, irrevocable, nonexclusive, nontransferable copyright license to reproduce, create derivative works, distribute, display, perform and sublicense the rights to reproduce, distribute, display and perform the Contributions of the granting Work Group Member solely for the purposes of developing, publishing and distributing Specifications and related materials, as well as products based on such documents.

(b) From the Corporation. As to Specifications adopted by the Corporation prior to or during a Work Group Member's membership in the Work Group, the Corporation grants each Adopter a worldwide, nonexclusive, nonsublicensable, nontransferable copyright license to internally (within the Adopter's company) reproduce, distribute, and display the Specifications and related materials, solely for the purpose of developing products based upon the Specification. This license to the Adopters expressly excludes the right to create derivative works based upon the Specification, or to externally distribute, display or perform the Specifications.

SECTION 16.7 TRADEMARKS

In the event that the Corporation proposes to adopt any other name or logo as a trademark or trade name (collectively "Trademarks"), the Corporation shall notify the Members in writing of the proposal. The Corporation shall take such steps as the Board of Directors deems necessary and proper to protect its rights under such Trademarks adopted for use by the Corporation. In furtherance thereof, the Board of Directors shall establish and disseminate reasonable conditions and procedures for the licensing and use of such Trademarks, demonstrably free of any unfair discrimination among the Members.

SECTION 16.8 SURVIVAL OF AGREEMENT TO GRANT LICENSE

Notwithstanding the dissolution of the Corporation or a Work Group Member's termination or non-renewal of its membership in the Corporation and except as provided in Section 16.4(b), a Work Group Member's agreement to grant a license as provided in Sections 16.4 and 16.5 shall remain in full force and effect for: (a) any Necessary Claim to a Contribution made to a later adopted Specification or any Necessary Claim to a

Specification adopted before the effective date of dissolution or before the effective date of a Work Group Member's termination or expiration of membership; and (b) any Necessary Claims to a Specification adopted by the Corporation after the effective date of the Work Group Member's termination or expiration of membership that are necessary for the future Specification to be backwards compatible with the prior Specifications, provided that subject matter licensed under the new Specification are used in a substantially similar manner and to a substantially similar extent with a substantially similar result as the subject matter under the prior Specification for which the Member is obligated to grant licenses. In no event is a withdrawn Work Group Member obligated to license any additional Necessary Claims under this Article 16. A withdrawn Work Group Member shall remain entitled to reciprocity pursuant to Section 16.5 so long as that withdrawn Work Group Member remains obligated to license any Necessary Claims under this Article 16. This agreement to the survival of reciprocal licensing shall extend to all Work Group Members, including Working Members who become Work Group Members after the effective date of a departing Work Group Member's termination or expiration.

CERTIFICATE OF SECRETARY

I hereby certify:

That I am the duly appointed Secretary of the Climate Saver's Computing Initiative, an Oregon Nonprofit Corporation; and

The foregoing Bylaws comprising 39 pages, including this page, the cover page, table of contents and exhibits, constitute the original Bylaws of the Corporation as duly adopted by the Board of Directors of said Corporation.

IN WITNESS WHEREOF, I have hereunder subscribed my name this _____ day of 5/20, 2010.

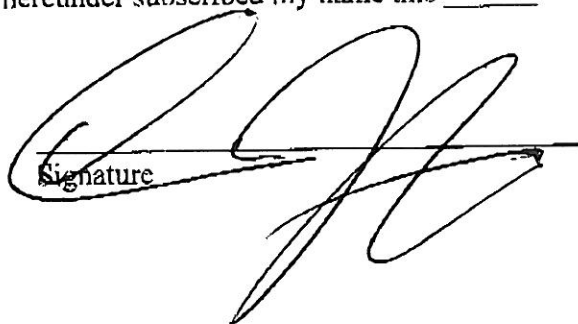
Signature 

EXHIBIT A PROGRAM CRITERIA

Personal Computers and Volume Servers are mainstream personal computers (desktop & notebook) and volume servers deployed by corporations and do not include non-standard workstation or specific function platforms. Each Member of CSCI agrees to set procurement criteria for the PCs and volume servers approved by their IT department(s) that meet the guidelines in the table below. Each Member further agrees to purchase systems according to the guidelines below, assuming that systems are available from the Member's supplier(s) of choice that meet both the Member's business requirements and the CSCI Program Criteria below, and that sell at a reasonable price premium (as determined by the Member) over similar systems that do not meet the CSCI Program Criteria.

Further, the Program Criteria for years 2-4 may be modified (as set forth in Section 4.12 of the Bylaws) to include a minimum efficiency level for motherboards and/or mobile systems, and in other ways as deemed appropriate by the CSCI Board of Directors.

Members agree to make available, upon request of the Board of Directors, documentation establishing their compliance with these Program Criteria.

		Member's first year	July '07- June '08	July '08- June '09	July '09- June '10	July '10- June '11
New PCs	EnergyStar	50%	100%	100%	100%	100%
	EnergyStar + 85% PSU			20%	80%	100%
	EnergyStar + 88% PSU				20%	80%
	EnergyStar + 90% PSU					20%
Power Management - new & existing PCs		Planning & pilot program	100%	100%	100%	100%
New Servers	85% PSU	10%	20%	80%	80%	100%
	89% PSU			20%	40%	100%
	92% PSU					20%

For purposes of avoidance of doubt, the chart above is meant to detail yearly minimum percentages of personal computer and volume server procurements by members at the minimum efficiency levels stated. For example, between July 1, 2010 and June 30, 2011, a Member is expected to devote not less than 20% of its procurement of Personal Computers to those that meet or exceed 90% PSU. During that period, at least 80% should meet or exceed 88% of PSU (including the 20% at 90% of PSU).

Regardless, during that year, all Personal Computer procurement would need to meet or exceed 85% PSU and Energy Star 4.0.

Effective October 2008, new Members are provided with a 1 year grace period to meet the criteria required in the corresponding program year. During this grace period, 50% of the Member's Personal Computer procurement purchases must meet current EnergyStar requirements. For example, Members who join in December 2009 will need to ensure 50% of their Personal Computer purchases meet or exceed the EnergyStar requirement. Once the year grace period is complete in December 2010, the Member will be required to meet the existing criteria for the July'10-June'11 program year.

In cases where IT purchasing control does not extend to the entire corporation, Members may specify which legal entities are entering into the purchasing commitment and only those entities may be audited. If product availability for the personal computers and volume servers that the Member normally purchases is limited, the Member may document the constraint and what percentage of purchases meet the criteria. Alternatively, the Member may set the effective date for converting purchases to a point beyond July '07 when supply will be available. Member will allow Climate Savers to include this adjusted commitment in the calculations for demand for energy efficient systems.

Power Management

Power management is a standard capability in Windows and Macintosh operating systems that enables the monitor, hard drive and/or system to enter a low-power state ("sleep" or "standby" mode) after a period of inactivity. Each member of CSCI agrees to enable power management on all new desktop and laptop computers prior to deployment according to the guidelines below, incorporate power management into standard IT software build updates, and educate employees about the importance of enabling/maintaining power management settings.

Recommended Power Management Settings	
Monitor/display sleep	Turn off after 15 minutes (or less)
Turn off hard drives/hard disk sleep	Turn off after 15 minutes (or less)
System standby/sleep	Turn off after 30 minutes (or less)

Effective October 2008, new Members are provided with a 1 year grace period to meet the power management requirements. Members participating in the program during their first year of membership must engage in planning and pilot programs for implementing power management within their organization. At the conclusion of a Member's 1 year grace period, the Member will be expected to meet the full requirements for power management deployment.