

**BYLAWS
OF
INTELLIGENCE AND NATIONAL SECURITY ALLIANCE INC.**

(Adopted September 28, 2006; amended April 25, 2011;
further amended January 16, 2014; further amended June 22, 2017;
further amended May 11, 2021; further amended December 1, 2021;
further amended October 1, 2022; further amended December 4, 2023)

Article One

Purpose

The Intelligence and National Security Alliance, Inc. (INSA), (hereinafter called the "Alliance") is a professional association formerly known as the Security Affairs Support Association (SASA). INSA was developed to build on the work begun by SASA and to improve our nation's security through an alliance of intelligence and national security leaders in the private and public sectors. INSA provides the leadership needed to solicit collaborative solutions that draw on the experience of government, industry and academic experts. INSA also provides a forum to address mutual problems and discuss areas of common interest; enhancing efficiency and cooperation through improved liaison among private industry, academic institutions, non-profit organizations and intelligence and national security communities.

The Alliance is a non-profit corporation, organized under Internal Revenue Code Section 501(c)(6), and any net income which may be derived from its operations, in pursuance of the purposes set forth herein, shall not inure to the benefit of any member of the Alliance, but shall be used to promote the purposes of the Alliance.

Article Two

Offices

The principal office of the Alliance shall be located at such place(s) as the Board of the Alliance (the "Board") may determine.

Article Three

Membership

Section 1. Categories of Membership. The members of the Alliance shall be divided into two categories as follows: Individual membership and Group membership. Except as otherwise approved by the Board, membership in the Alliance shall be limited to "United States persons", as such term is defined in the Foreign Intelligence

Surveillance Act, 50 U.S.C. § 1801, as amended. The qualifications for membership in each category shall be as follows:

(1) Individual membership may be granted to any person who is or intends to be engaged in the business of providing goods and/or services directly or indirectly to the U.S. intelligence and/or national security communities, to any civilian government member or active duty member of the military services who is engaged directly or indirectly in the U.S. intelligence and/or national security communities, and to any person who is interested in furthering the purposes of the Alliance; and

(2) Subject to the terms of this Article Three, Group membership may be granted to any organization that is or intends to be engaged in the business of providing goods and/or services directly or indirectly to the U.S. intelligence and/or national security communities, or is interested in furthering the purposes of the Alliance.

(a) As part of the application process, Groups/organizations applying for membership must indicate whether they are operating under any foreign ownership, control or influence (“FOCI”), and provide such information and documentation related thereto as requested by the Alliance’s Membership Committee. If an applicant is operating under FOCI, such applicant must identify whether it has in effect a U.S. Government approved or accepted FOCI mitigation plan, agreement or other mitigation measure (a “FOCI Mitigation Plan”) and provide such information and attestation related thereto requested by the Membership Committee for the Alliance to evaluate and determine whether the Group is eligible and may be approved for membership. Any Group that is approved for membership based, in part, on its attestation as to the existence of a FOCI Mitigation Plan must provide the President of the Alliance with prompt written notice of any change in such FOCI Mitigation Plan and with any further information, documentation or attestation as may be requested by the Membership Committee to assess whether the Group continues to be qualified for membership in view of such change.

(b) The Board shall establish any categories or levels of Individual or Group membership as it shall deem appropriate, along with the voting rights associated with such categories or levels. Each Group member shall designate one (1) authorized representative of the Group (“Authorized Group Representative”) who shall serve as the point of contact for the Alliance and shall exercise all of the Group member’s voting rights.

The characteristics, qualifications, rights, benefits, limitations and obligations attaching to any categories or levels of membership shall be determined by the Board.

Section 2. Application for Membership. Any person or organization interested in becoming a member of the Alliance shall submit a written and signed application, on a form or in a manner provided by the Alliance (including through the INSA Website), to the Membership Committee or to any Alliance personnel designated to handle new memberships or changes in memberships (“Membership Designee”).

All applications for membership shall be submitted to the Membership Committee Chair or the Membership Designee, duly considered and approved or disapproved. On approval of an application by the Membership Committee or the Membership Designee, and payment of the required dues, the applicant shall become a member of the Alliance. The term/duration of membership in the Alliance shall be one year, renewable upon receipt of annual dues, subject to the termination provisions of Section 4 in this Article Three. Any applicant who has been disapproved by the Membership Committee or the Membership Designee, shall, upon written request to the Board, have the privilege of review by the Board, according to such procedures as may be fixed by the Board.

Section 3. Membership Dues. The Board shall determine from time to time the amount of initiation fee, if any, and annual dues payable to the Alliance by members of each category (including each category or level of Individual and Group membership), and shall give appropriate notice to the members. The Board may, in its discretion, establish differing rates for annual dues, including without limitation, different rates for different categories or levels of membership or a reduced rate for individual members who are employees of governmental, academic, philanthropic and other non-profit organizations. Dues shall be payable in advance during the anniversary month of membership. The Board may grant, in its discretion, honorary memberships which require reduced or no payment of dues in recognition of service in leadership roles or other outstanding or special contributions to the Alliance. In addition, the Chairperson of the Board or the President has the authority to grant reciprocal membership to organizations that share an interest in INSA's purpose and mission.

Section 4. Termination of Membership. The Board, by affirmative vote of two-thirds of the voting members present at a duly called meeting at which a quorum is present, may suspend or terminate a member for cause after an appropriate hearing, and, by a majority vote of those present at any regularly constituted meeting at which a quorum is present, may terminate the membership of any member who becomes ineligible for membership. Membership will be automatically terminated for non-payment of dues after the second notice. The Alliance may also terminate the membership of any Group who becomes ineligible for membership, as determined by the Membership Committee, based on any change in its FOCI Mitigation Plan or in its operation under FOCI without a FOCI Mitigation Plan.

Section 5. Resignation. Any member may resign by filing a written resignation with the President, but such resignation shall not relieve the member so resigning of the obligation to pay any dues, assessments, or other charges theretofore accrued and unpaid.

Section 6. Effect of Termination. Upon termination of membership for any reason, the member shall forfeit all rights and privileges of membership and the Alliance shall have no obligation to refund any prepaid dues.

Section 7. Reinstatement. On written request signed by a former member and filed with the President or Membership Designee, the Membership Committee or the Membership Designee may reinstate such former member to membership if it deems it proper to do so.

Section 8. Transfer of Membership. Membership in the Alliance is not transferable or assignable.

Article Four

Meetings and Actions of the Members

Section 1. Election of Directors. Board members shall be elected by the membership from a slate of candidates in accordance with the provisions of Article Five, Section 3 of these Bylaws.

Section 2. Special Meetings. Special meetings of the members may be called by the President or the Chairperson of the Board at a place or in the manner designated by the President or the Chairperson. All meetings of the members shall be conducted in accordance with the rules and procedures adopted by the Board, to the extent such rules and procedures are not inconsistent with these Bylaws, the Alliance's Articles of Incorporation and the Corporations and Associations Article of the Annotated Code of Maryland, as amended from time to time.

Section 3. Notice of Meetings. Written or printed notice, to include email, stating the place, day and hour of any meeting of members shall be delivered to each member entitled to vote at such meeting, not less than ten (10) days and not more than ninety (90) days before the date of such meeting, by or at the direction of the President. In case of a special meeting or when required by statute or by these bylaws, the purpose or purposes for which the meeting is called shall be stated in the notice. If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the member at his address as it appears on the records of the Alliance, with postage thereon prepaid. For purposes of providing notice of meetings to the members, notices to Group members shall be directed to the Authorized Group Representative.

Section 4. Manner of Acting. For purposes of determining the votes entitled to be cast on any matter submitted to a vote of the members (i.e. the number of voting rights), Individual members shall each be entitled to one (1) vote and Group members shall be entitled to the number of votes associated with the applicable category or level of membership as established by the Board and fixed in a schedule attached to these Bylaws as Schedule One, which schedule shall be subject to modification from time to time by the Board in its discretion. The Authorized Group Representative shall be the person entitled to vote on behalf of each Group member, and all of a Group member's votes shall be cast by the Authorized Group Representative or his or her proxy. The act of a majority of the votes entitled to be cast at a duly called meeting of the members at

which a quorum is present shall be the act of the membership, except as otherwise provided by law, by the Alliance's Articles of Incorporation, or by these Bylaws. Proxy voting by members shall be permitted, as set forth in Section 7 below.

Section 5. Quorum. One-third of the votes that may be cast at any meeting (including proxies) shall constitute a quorum at such meeting. If a quorum does not exist at any meeting of members, business may be conducted if there is unanimous agreement of those present to do so but a majority of the votes present may adjourn the meeting without further notice.

Section 6. Informal Action by Members. Any action that may be taken at a meeting of members may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all the members entitled to vote with respect to the subject matter thereof, or alternatively, action may be taken by vote conducted in accordance with the provisions of Section 8 in this Article Four.

Section 7. Proxies. At any meeting of members, a member entitled to vote may vote by proxy executed in writing by the member or by his duly authorized representative. No proxy shall be valid after 6 months from the date of its execution, unless otherwise provided in the proxy.

Section 8. Voting by Mail or Email. Where Board members are to be elected by the membership, or other matters are to be submitted to a vote of the membership, such election and the vote on such other matters may be conducted by mail, facsimile, e-mail or other electronic means as determined by the President or the Chairperson, and shall be decided by majority vote as set forth in Section 4 of this Article Four.

Article Five

The Board

Section 1. General Powers. The business and affairs of the Alliance shall be governed by the Board, and the officers of the Alliance shall work under the direction of and in accordance with the guidelines established by the Board.

Section 2. Composition, Number, Tenure, and Qualifications. The Board shall be comprised of representatives from corporations, organizations, industry, academia, the private sector, and government. The number of Board members shall be no more than 31, including the Chairperson, and may or may not include officers. Board members shall be elected by the membership, in accordance with the provisions of Section 3 of this Article Five, and, except as provided in Section 11 below, the term of office of each Board member shall be 3 years. One-third of the Board members, excluding the Chairperson, will be elected annually.

Board members who are also government representatives will not use or permit the use of the government position or title or any authority associated with their public office in a manner that could reasonably be construed to imply that their agency or the

government sanctions or endorses the government official's activities on INSA, or the activities of INSA. Representatives from the government are prohibited from representing INSA as an attorney or an agent before any department or agency of the United States Government.

The Chairperson shall be elected by the Board and will serve for a term of three years subject to an annual confirmation by a majority of the Board members. The Chairperson may be re-elected for one or more terms of up to three years each. In the event the Board does not confirm the Chairperson, the Chairperson shall not continue to serve on the Board nor fill any vacancies therein. The Chair shall use best efforts to provide at least 12 months prior written notice to INSA's President and to the Chair of INSA's Nominating Committee of any resignation from such position prior to the end of his or her stated term.

Section 3. Nomination of Directors. The Governance Committee shall be responsible for nominating qualified individuals for election or appointment to the Board of Directors. Any member of the Alliance may recommend candidates for the position of director to the Governance Committee. The Governance Committee shall make a report to the Board of Directors identifying its nominees and the Board of Directors shall review and approve the slate of director candidates to be included in a Board Election Ballot to be submitted to a vote of the membership. The President or the Chairperson of the Board shall send a Board Election Ballot to all members of the Alliance to vote on such candidates in accordance with the provisions of Article Four, Section 8 of these Bylaws. If the ballots returned by the membership by the deadline established therefor fail to elect the number of board members required to fill the open board seats, then the Board shall have the authority to fill the open Board seats by appointment.

Section 4. Regular Meetings. Regular meetings of the Board shall be held quarterly, or with such other frequency as the Chairperson or the President shall direct, at a time and place designed by the President. Notice of such meetings shall be given no less than 10 days, nor more than 30 days, prior to such meeting. The Board may provide, by resolution, the time and place for holding additional regular meetings. Additional regular meetings shall be held at the principal office of the Alliance in the absence of any designation in the resolution. All meetings of the Board shall be conducted in accordance with the rules and procedures adopted by the Board for its own governance, to the extent that such rules and procedures are not inconsistent with these Bylaws, the Alliance's Articles of Incorporation and the Corporations and Associations Article of the Annotated Code of Maryland, as amended from time to time. The Chairperson of the Board shall preside over all meetings of the Board, or in the Chair's absence, the President shall preside over such meetings. The Chairperson of the Board shall be appointed by a majority vote of the Board and shall be elected, or subject to confirmation, annually by the Board at the meeting of the Board held in the first quarter of the fiscal year, namely between October 1 and December 31 (based on a review of performance in the prior fiscal year) or at such other time as the Board or President shall determine, and if confirmed shall continue to hold office for the succeeding calendar year, being the next calendar year following such Board meeting.

Section 5. Special Meetings. Special meetings of the Board may be called by or at the request of the Chairperson, the President or any four (4) Board members and shall be held at the principal office of the Alliance or at such other place as the Board members may determine.

Section 6. Telephone Meetings. Members of the Board, the Governance Committee or any committee described in Article Seven of these Bylaws may participate in a meeting by means of a conference telephone or electronic or other means of communication if all persons participating in the meeting can hear each other at the same time. Participation in a meeting by these means constitutes presence in person at the meeting.

Section 7. Notice. Notice of any regular or special meeting of the Board shall be given no less than ten (10) days, nor more than thirty (30) days, prior thereto by written notice delivered personally or sent by mail, facsimile, overnight courier or e-mail to each Board member at the contact information shown by the records of the Alliance. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed, with postage thereon prepaid. If notice is given by facsimile, e-mail or overnight courier, such notice shall be deemed to be delivered when it is received by the recipient. Any Board member may waive notice of any meeting. The attendance of a Board member at any meeting shall constitute a waiver of notice of such meeting, except where a Board member attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. The business to be transacted at the meeting need not be specified in the notice or waiver of notice of such meeting, unless specifically required by law or by these bylaws.

Section 8. Quorum. One-third of the members of the Board shall constitute a quorum for the transaction of business at any meeting of the Board; but if less than one-third of the Board members are present at any meeting, a majority of the Board members present may adjourn the meeting without further notice.

Section 9. Manner of Acting. Each Board member shall have one (1) vote on all matters submitted to a vote of the Board. The Chairperson shall only vote to break a tie. Officers who are present at any Board meeting may not vote unless they are also members of the Board. The act of a majority of the Board members present at a duly called meeting at which a quorum is present shall be the act of the Board, except as otherwise provided by law, by the Alliance's Articles of Incorporation or by these bylaws. Any action required or permitted to be taken at a meeting of the Board or of a committee of the Board may be taken without a meeting, if a unanimous written consent which sets forth the action is signed by each member of the Board or committee of the Board and filed with the minutes of the proceedings of the Board or committee. In lieu of a voice vote by meeting or telephone or a unanimous written consent, voting on any matter that is submitted to a vote of the Board may be conducted by mail, facsimile, e-mail or other

electronic means as determined by the President or the Chairperson, and shall be decided by majority vote as set forth in this Section 9.

Section 10. Vacancies. Any vacancy occurring in the Board, whether by reason of an increase in the number of Board members or otherwise, shall be filled by the Board. A Board member appointed to fill a vacancy shall serve for the unexpired term of his predecessor in office.

Section 11. Removal or Resignation of Board Members, excluding the Chairperson. Any Board member may be removed from office at any time by the affirmative vote of two-thirds of the Board, whenever in their judgment the best interests of the Alliance would be served thereby. Any Board member may resign at any time by giving written notice to the President or to the Board. Such resignation shall take effect at the time specified in such notice, or, if no time is specified, at the time such resignation is tendered. If a Board member shall be absent, except for reasons of ill health or absence from the country, from four consecutive meetings of the Board, including regularly scheduled meetings and special meetings duly called and noticed, the Board may in its discretion declare the office of such Board member vacated by reason of neglect, and a successor shall be elected as provided in these bylaws. A Board member's three (3) year term of office may be extended or shortened at any time by majority vote of the Board and agreement of the Board member in connection with any adjustment to the timing of the annual election of directors and/or the coordination of such timing with the annual election or confirmation of the officers of the Alliance or the Chairperson of the Board, all as the Board shall deem necessary and proper.

Section 12. Compensation. Board members as such shall not receive any stated salaries for their services, but by resolution of the Board, a fixed sum and expense of attendance, if any, may be allowed for attendance at any regular or special meeting of the Board. No prohibition, restraint, or condition concerning payment of compensation to Board members as such, shall be construed as precluding any Board member from serving the Alliance in any other capacity as officer, employee, or otherwise, and receiving just compensation for such other service.

Article Six

Officers

Section 1. Officers. The officers of the Alliance shall be a President, a Treasurer, a General Counsel, and such other officers as may be elected in accordance with the provisions of this article. The Board may elect or appoint such other officers as it shall deem desirable, such officers to have the authority and perform the duties prescribed, from time to time, by the Board. Any two or more offices may be held by the same person, except the office of President and Treasurer.

Section 2. Election and Term of Office. The officers of the Alliance shall be elected, or subject to confirmation, annually by the Board at the meeting of the Board

held in the first quarter of the fiscal year, namely between October 1 and December 31 (based on a review of performance in the prior fiscal year) and if confirmed shall continue to hold office for the succeeding calendar year, being the next calendar year following such Board meeting. If the election of officers is not held at such meeting, such election shall be held as soon thereafter as is convenient. New offices may be created and filled at any meeting of the Board. Each officer shall hold office until his successor has been duly elected and qualifies.

Section 3. Removal. Any officer elected or appointed by the Board may be removed by the Board whenever in its judgment the best interests of the Alliance would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the officer so removed.

Section 4. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification, or otherwise, may be filled by the Board for the unexpired portion of the term.

Section 5. Powers and Duties. The several officers shall have such powers and shall perform such duties as may from time to time be specified in resolutions or other directives of the Board. In the absence of such specifications, each officer shall have the powers and authority and shall perform and discharge the duties of officers of the same title serving in non-profit associations having the same or similar general purposes and objectives as this Alliance. The President is generally authorized to enter into any contract and to execute and deliver any instrument in the name of and on behalf of the Alliance, except as the Board may otherwise restrict in any resolution or directive to the President.

Section 6. Other Positions/Special Appointments. The Board, by majority vote, shall have the power and authority to appoint one or more individuals to special positions, the term, duties, responsibilities and compensation for which shall be established by the Board. Persons appointed to said positions may be removed at any time by the Board.

Article Seven

Committees

Section 1. Committees of the Alliance. The Chairperson or President may designate committees, councils or other such groups, and their membership and leadership, as required to carry out the objectives of the Alliance or provide guidance, either as to particular matters or with respect to direction of the Alliance in general. Any such committees, councils or groups shall serve only to advise or carry out the objectives of the Alliance, and shall not be entitled to vote on matters considered by the Board, nor exercise any authority of, or on behalf of, the Board. Any members of such committees, councils or groups must either be a member of INSA in good-standing or be appointed by the President or Chairperson.

Section 2. Committees of Board Members. The Board, by resolution approved by a majority of the Board members, may designate committees, each of which shall consist of two or more Board members, which committees, to the extent provided in such resolution, shall have and exercise the authority of the Board; but the designation of such committees and the delegation thereto of authority shall not operate to relieve the Board, or any individual Board member, of any responsibility imposed on it or him by law.

Section 3. Term of Office. Each member of a committee, council or other such group shall continue as prescribed by the charter for that entity.

Section 4. Removal or Resignation of Committee Members. Any member of a committee, council or group established under this Article Seven may be removed from such office at any time by: (1) the Chairperson if the Chair established the committee and/or appointed the member, or (2) the President if he or she established the committee and/or appointed the member. Any committee, council or group member may resign at any time by giving written notice to the Chairperson or to the President. Such resignation shall take effect at the time specified in such notice, or, if no time is specified, at the time such resignation is tendered.

Section 5. Vacancies. Vacancies in the membership of any committee, council or group may be filled at any time by appointments made in the same manner as provided in the case of the original appointments.

Section 6. Quorum and Manner of Acting. Unless otherwise provided in the resolution of the charter designating a committee, a majority of all voting members of a committee, council or group shall constitute a quorum, and the act of a majority of such group's voting members present at a meeting at which a quorum is present shall constitute the act of the committee, council or group. No proxy voting by committee, council or group members shall be permitted. Every committee, council or group member shall have one (1) vote on all matters submitted to a vote of the group, unless a member is designated by the Chairperson or President as a non-voting member. In lieu of a voice vote by meeting or telephone, voting on any matter that is submitted to a vote of a committee, council or group may be conducted by mail, facsimile, e-mail or other electronic means as determined by the President or the chairperson of the committee, council or group, and shall be decided by majority vote as set forth in this Section 7.

Article Eight

Contracts, Checks, Deposits, and Funds

Section 1. Contracts. The Board may authorize any officer or officers, agent or agents of the Alliance, in addition to the officers so authorized by these bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of

the Alliance, and such authority may be general or may be confined to specific instances.

Section 2. Checks, Drafts, or Orders. All checks, drafts, or orders for the payment of money, notes, or other evidence of indebtedness issued in the name of the Alliance, shall be signed by such officer or officers, agent or agents of the Alliance, and in such manner as shall from time to time be determined by resolution of the Board. In the absence of such determination by the Board, such instruments shall be signed by the Treasurer or by the President of the Alliance.

Section 3. Deposits. All funds of the Alliance shall be deposited from time to time to the credit of the Alliance in such banks, trust companies, or other depositories as the President may select.

Section 4. Audits. The President will cause an audit to be performed at least annually as soon as practicable after September 30 of each year for the fiscal year just ended. The audit will be reported to the Board at its first meeting following completion of the audit.

Section 5. Gifts. The Board may accept on behalf of the Alliance any contribution, gift, bequest or devise for any purpose of the Alliance to the extent permitted, and in accordance with any applicable limitations imposed, by law.

Article Nine

Books and Records

The Alliance shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its members, Board, committees having and exercising any of the authority of the Board, and the Membership and Governance Committees, and shall keep at the principal office a record giving the names and addresses of the members entitled to vote. On request to the President, all books and records of the Alliance, and the reports and minutes of proceedings of the members, Board, committees, and other groups, may be inspected by any member or his or her agent for any proper purpose during the normal business hours of the Alliance.

Article Ten

Fiscal Year

The fiscal year of the Alliance shall begin on the 1st day of October in each year and end at midnight of the 30th day of September of the following year.

Article Eleven

Distribution of Assets Upon Dissolution

The Alliance may be dissolved in the manner provided in the Corporations and Associations Article of the Annotated Code of Maryland. In the event of the dissolution of this Alliance, or in the event it shall cease to carry out the objects and purposes herein set forth, all the business, property, and assets of the Alliance shall go and be distributed to such non-profit corporation or association as may be selected by the Board of this Alliance so that the business properties and assets of this Alliance shall then be used for, and devoted to the purposes for which this Alliance was established or to charity. In no way shall any of the assets or property of this Alliance, or the proceeds of any of the assets or property, in the event of dissolution, go or be distributed to members, either for the reimbursement of any sums paid by such members, or for any other such purpose.

Article Twelve

Waiver of Notice

Whenever any notice is required to be given under the provisions of the Maryland Annotated Code or under the provisions of the articles of incorporation or the bylaws of the Alliance, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

Article Thirteen

Amendment of Bylaws

The power to adopt, amend or repeal these Bylaws shall rest with the Board. Specifically, these Bylaws may be altered, amended or repealed, and one (1) or more new Bylaws may be adopted, by the majority vote of the Board members present at any duly called meeting of the Board at which a quorum is present.

Article Fourteen

Governing Law

All questions with respect to the construction of these Bylaws shall be determined in accordance with the applicable provisions of the laws of the State of Maryland.

Article Fifteen

Headings

The headings of these Bylaws are intended solely for the convenience of reference and are not intended for any purpose whatsoever to explain, modify or place any construction upon any of the provisions of these Bylaws.

Article Sixteen

Severability

All provisions of these Bylaws are severable. If any provision or portion hereof is determined to be unenforceable in arbitration or by a court of competent jurisdiction, then the remainder of the Bylaws shall remain in full effect.

Article Seventeen

Indemnification

To the fullest extent permitted by law (including but not limited to the Corporations and Associations Article of the Annotated Code of Maryland), the Alliance shall indemnify and hold harmless each officer, Board member, committee, council or group member, and employee of the Alliance from and against any and all liabilities, costs and expenses (including attorneys' fees and expenses) reasonably incurred by him or her, or on his or her behalf, in connection with any civil action or proceeding to which he or she may be a party by reason of his or her being or having been an officer, Board member, committee, council or group member, or employee of the Alliance, or by reason of any action alleged to have been taken or omitted by him or her in such capacity, except where the injury or damage was a result of: (i) the active and deliberate dishonesty or other willful misconduct of such person; (ii) an act or omission that such person had reasonable cause to believe was unlawful; (iii) a transaction that resulted in an improper personal benefit of money, property or services to such person; (iv) an act or omission committed in bad faith; or (v) an act or omission that was beyond the scope of authority of the Alliance pursuant to the Corporations and Associations Article of the Annotated Code of Maryland, the Alliance's Articles of Incorporation, or these Bylaws. Such indemnity shall be effective only in the event that the interested officer, Board member, committee, council or group member, or employee provides the Board, within a reasonable time after the institution of such action or proceeding, written notice thereof. Such indemnity shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any Bylaw, law, or agreement. Such indemnity shall inure to the benefit of the heirs, executors and administrators of each officer, Board member, committee, council or group member, and employee. The Alliance may purchase liability insurance for the indemnity specified above to the extent deemed reasonable and proper from time to time by the Board.

SCHEDULE ONE – Number of Votes for Group Members

President's Circle	50 votes
Platinum Level	25 votes
Gold Level	10 votes
Silver Level	5 votes
Small Business Level	3 votes
Academia Level	3 votes

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