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**BYLAWS OF THE *FONDS DE DOTATION "OP3FT"*  
ORGANIZATION FOR THE PROMOTION, PROTECTION,  
AND PROGRESS OF FROGANS TECHNOLOGY**

This document is the English translation of the OP3FT Bylaws, which were originally written and filed in French. This translation is dated January 16, 2021.

<b>CONTENTS</b>
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PREAMBLE . . . . .	2
Title I. GENERAL PROVISIONS . . . . .	6
Article 1. Name . . . . .	6
Article 2. Registered Office . . . . .	6
Article 3. Duration . . . . .	6
Article 4. Purpose . . . . .	6
Article 5. Work . . . . .	7
Title II. BOARD OF DIRECTORS . . . . .	13
Article 6. Composition . . . . .	13
Article 7. Powers . . . . .	13
Article 8. President, Treasurer and Secretary . . . . .	14
Article 9. Initial Directors . . . . .	14
Article 10. Meetings . . . . .	15
Article 11. Deliberations . . . . .	15
Article 12. Amendments to the Bylaws . . . . .	16
Article 13. Public Consultation . . . . .	17
Article 14. Rules of Procedure . . . . .	19
Title III. ENDOWMENT . . . . .	20
Article 15. Non-Expendability and Inalienability . . . . .	20
Article 16. Initial Endowment . . . . .	20
Article 17. Increase of the Endowment . . . . .	21
Article 18. Investment Committee . . . . .	21
Title IV. RESOURCES . . . . .	22
Article 19. Endowment Revenue . . . . .	22
Article 20. Lifetime Gifts . . . . .	22
Article 21. Absence of For-Profit Activity . . . . .	22
Article 22. Use of Resources . . . . .	23
Title V. ANNUAL REPORTS . . . . .	24
Article 23. Annual Financial Statement . . . . .	24
Article 24. Activity Report . . . . .	24
Title VI. SUPERVISION . . . . .	25
Article 25. Statutory Auditor . . . . .	25
Article 26. Administrative Authority . . . . .	25
Article 27. Dissolution . . . . .	25
ANNEX 1 - Links between the Endowment, Resources and their Use . . . . .	27
ANNEX 2 - Decision taken on November 29, 2011 by the General Meeting of the Founder to create the <i>Fonds de Dotation</i> OP3FT, including the List of Properties and Rights composing the Initial Endowment . . . . .	28
ANNEX 3 - Presentation of the Amendment to the OP3FT Bylaws as of July 28, 2016 . . . . .	38
ANNEX 4 - Presentation of the Amendment to the OP3FT Bylaws as of January 16, 2021 . . . . .	40

STG Interactive, a company incorporated under French law (*Société Anonyme*) with a share capital of 1,688,000 euros, represented by its Chairman and President, Mr Alexis Tamas, with registered office at 29 avenue Mozart, 75016 Paris, France, entered in the *RCS de Paris* under number B 428.738.546,

Hereafter the "Founder",

decided during its General Meeting of November 29, 2011, to create a *Fonds de Dotation* governed by the French law no. 2008-776 of August 4, 2008 on the Modernization of the Economy (*Journal Officiel* of the French Republic of August 5, 2008), by its implementation decree no. 2009-158 of February 11, 2009 (*Journal Officiel* of February 12, 2009) and by its Bylaws.

## PREAMBLE

*The text below corresponds to the Preamble of the original OP3FT Bylaws dated February 17, 2012, including minor changes to wording, typographic corrections and clarifications made during the updates of the Bylaws dated July 28, 2016 and January 16, 2021.*

*While the Founder no longer fulfills the role of the Frogans Core Registry Operator following the termination of the Frogans Core Registry Delegation Agreement by the OP3FT on December 11, 2019, the text below retains the historical presentation of the Founder's role as the Frogans Core Registry Operator so as not to alter the understanding of the founding principles contained in the Preamble and which guided the creation of the OP3FT.*

*A new Frogans Core Registry Operator took over from the Founder within the context of a new Delegation Agreement, with identical operating conditions. As the Frogans Core Registry Operator, the new Operator undertakes to respect the OP3FT Bylaws and have them respected, and adheres without reserve to the founding principles defined in the OP3FT Bylaws.*

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The Founder is a French company which, since its creation in 1999, has led a project for the development of a new Internet technology, to be released in the form of an open standard, available to all, free of charge. This technology is called the Frogans technology.

The Frogans technology is the basis of Frogans, the new medium for publishing content and services on the Internet in the form of Frogans sites. From a technical standpoint, this medium is designed as a new generic software layer running on top of the original Internet infrastructure, alongside other existing software layers such as E-mail or the World Wide Web.

In the late 1980s, the Web as a medium was invented at CERN, in Geneva, to allow the publishing of Web sites. At that time, security was not a concern for physicists who were working in an isolated, trusted environment. As a result, the Web does not carry, in its genes, provisions to ensure end users a satisfactory level of security in a network accessible to all.

Furthermore, at that time, no one imagined that it would one day be possible to browse on the small screens of smartphones or tablets. As a result, the Web also does not carry, in its genes, means to enable publishers of Web sites to create Web pages simply and cost-effectively, compatible with all screens, even when using the most recent versions of the HTML language.

Thus, on the end-user side, the Web is neither secure nor adapted to mobile Web browsing, owing to the excessive dimensions of Web pages, their excessive weight, and their uneven display quality

between screens. Consequently, end users are turning to mobile applications as they increasingly use their smartphones to connect to the Internet.

And, on the content-publisher side, the Web no longer enables the publishing of content and services in a cost-effective and simple manner. In order to maintain relations with end users browsing on their smartphones, those few publishers who do have sufficient resources must regularly adapt all the pages of their Web site or develop mobile applications, which are complex to create and maintain.

Thanks to its open architecture, new mediums designed as generic software layers can be freely introduced on the Internet, functioning in parallel with preceding mediums. Thus, Frogans brings a global solution to those critical issues affecting the Web and isolating from the Internet tens of millions of content publishers worldwide and their providers.

The Frogans technology, secure and simple, enables the publishing of Frogans sites. A Frogans site is a new kind of online site founded on a new format. Each Frogans site is made up of free-form pages called Frogans slides, or slides, which are interconnected. Each Frogans site is accessible via its Frogans address.

The main, complementary and inseparable components of the Frogans technology are:

- Frogans Slide Description Language, or FSDL: a markup language defining the data format used by Frogans slides;
- Frogans Network System Language, or FNSL: a markup language defining the addressing system specific to Frogans sites, including how Frogans addresses function;
- Frogans Player: free-of-charge software used to browse Frogans sites by loading FSDL and FNSL documents;
- Frogans Core Registry, or FCR: a database containing the registered Frogans addresses as well as the groups of Frogans addresses, called Frogans networks.

Internet users involved in the publishing of Frogans sites are, on the one side, publishers of Frogans sites and their service providers, and, on the other side, end users browsing Frogans sites.

A publisher of a Frogans site:

- is an individual or an organization publishing a Frogans site;
- is the owner of the Frogans site;
- is responsible for the content of its Frogans site;
- creates its Frogans site, either by its own means, or, alternatively, outsources the creation to a third party, such as a graphic designer or a developer;
- hosts its Frogans site, either by its own means on a server connected to a network, or, alternatively, outsources the hosting to a third party, such as a hosting services provider;
- is the holder of the Frogans address;
- is responsible for the choice of its Frogans address;
- registers and sets its Frogans address in the Frogans Core Registry, either by its own means, or, alternatively, outsources the registration and the setting to a third party, such as the person who creates or hosts its Frogans site.

End users:

- are individuals browsing Frogans sites from a network-connected device at home, at work or on-the-go;
- install, or have a third party install, a version of the Frogans Player software compatible with the type of network-connected device they are using;
- use Frogans addresses to open Frogans sites on their screen and then browse Frogans sites, from slide to slide.

A Frogans site is rendered identically on all end users' devices, right down to pixel level, without requiring any technical adaptations of the Frogans site, neither during its development nor upon the emergence of new devices. Thus, a publisher of a Frogans site need not be concerned with complex compatibility issues between present and future devices: it needs to modify its Frogans site only to update the content of the Frogans site. A Frogans site can contain an unlimited number of slides. These slides can have any shape, and the Frogans site publisher has complete control over their content. The content of a Frogans site can be static or dynamic.

In order to protect the privacy of end users, no information concerning end users, such as, for example, the type of device they are using or their geolocation information, is communicated to Frogans site publishers, or any other party, without their knowledge.

Just as instant messaging does not, from a functional perspective, replace E-mail, Frogans does not replace the Web. All these mediums, which are designed as generic software layers on the Internet, coexist and function in parallel; gateways exist between these mediums.

In order to ensure that Frogans as a medium functions correctly, a specific entity must be responsible for the technical and commercial operation of the Frogans Core Registry, doing so by putting itself at the service of Internet users, in a manner comparable to registry operators for domain names on the Internet.

This entity, called the Frogans Core Registry Operator:

- manages the central database containing Frogans addresses and Frogans networks in an accurate, robust and resilient manner, by providing Internet users with addressing services;
- assigns and manages Frogans addresses and Frogans networks on a non-discriminatory and transparent basis, guaranteeing the respect of freedom of communication, entrepreneurship and intellectual property rights;
- processes requests to register Frogans addresses and Frogans networks, doing so in accordance with the "first-come, first-served" principle in force on the Internet;
- proceeds on its servers to the resolution of the Frogans address of a Frogans site published on the Internet, whenever an end user opens that Frogans site on his/her screen;
- finances the technical operation of the Frogans Core Registry by collecting fees paid in exchange for the addressing services it provides to Frogans site publishers. The fees are uniform and flat: they do not depend on the number of resolutions performed for each Frogans site, nor on the usage made of the Frogans sites.

The commercial activity of the Founder consists in carrying out the function of the Frogans Core Registry Operator. To this end, the Founder has developed, and operates, a dedicated addressing infrastructure.

In the public interest of all Internet users, including notably content publishers, developers and end users, the Founder wishes to have Frogans as a medium placed, as is the case for the other mediums designed as generic software layers on the Internet, under the responsibility of a dedicated, independent, non-profit standards developing organization so that, in the future, the development of Frogans will continue to be carried out irrevocably in a neutral, open and transparent manner, with access guaranteed to all.

To this end, the Founder decided during its General Meeting of November 29, 2011 to create the OP3FT and to transfer, free of charge and irrevocably, to this non-profit organization, complete ownership of the Frogans technology, as an endowment, including technical specifications, software development systems, software source code, domain names, trademarks, patents, and related intellectual property rights.

Still in the public interest, and prior to starting its activity as the Frogans Core Registry Operator, the Founder considered it necessary, in order to ensure the stability and long-term existence of the addressing services which it will provide to Internet users, to also place the technical and commercial operation of this activity under the control of this non-profit organization.

Thus, a delegation agreement formalizes the obligations of the Founder in its capacity as the Frogans Core Registry Operator. In particular, this agreement sets the fees for the addressing services provided to Frogans site publishers. This delegation agreement is a license to operate the Frogans Core Registry in consideration for the payment of royalties to the non-profit organization, these royalties constituting revenue of the endowment.

More generally, the Founder has observed that many public-interest initiatives and innovative actions of a social, educational or cultural nature in the area of information and communications technologies do not find the necessary financial resources, and the Founder wishes to support and finance such public-interest projects.

These Bylaws, dated January 16, 2021, represent the second update of the Bylaws dated February 17, 2012. The amendments corresponding to the first and second updates are presented respectively in Annex 3 and Annex 4.

This Preamble, as well as the four Annexes, form an integral part of these Bylaws.

## **Title I. GENERAL PROVISIONS**

### **Article 1. NAME**

The name of the *Fonds de dotation* is "Organization for the Promotion, Protection and Progress of Frogans Technology".

The abbreviated form of the *Fonds de dotation* is "OP3FT".

### **Article 2. REGISTERED OFFICE**

The registered office of the OP3FT is 6 square Mozart, 75016 Paris, France. It may be transferred to any other place in France by decision of the Board of Directors.

### **Article 3. DURATION**

The OP3FT is incorporated for an unlimited period of time.

### **Article 4. PURPOSE**

As a non-profit public-interest organization, the OP3FT's purpose is to hold, promote, protect and ensure the progress of the Frogans technology, in the form of an open standard for the Internet, available to all, free of charge.

More generally, the OP3FT's purpose is to contribute to the development of a secure and stable Internet that is open to innovation, and to support and finance innovative public-interest initiatives or actions of a social, educational or cultural nature in the area of information and communications technologies.

The supporting and financing of these actions, programs or initiatives shall respect the principles of openness and transparency that enable as many people as possible to benefit from the progress made in the area of information and communications technologies.

## Article 5. WORK

The OP3FT carries out work so as to fulfill its public-interest mission in relation to the Frogans technology.

The goal of this work is to ensure the holding, promotion, protection and progress of the Frogans technology. This work is carried out under the responsibility of permanent working teams set up inside the OP3FT.

When carrying out this work, the OP3FT shall make sure that the following provisions are respected:

- All Internet users may volunteer to participate in the evolution of the Frogans technology, notably by joining the mailing lists "lists.frogans.org";
- In order not to restrict the conditions of use of the Frogans technology, persons contributing to its development agree to grant, free of charge and irrevocably, to the OP3FT, all and any rights relative to their contribution; a contributor policy shall be created to this end; the OP3FT shall not retain a given contribution if the OP3FT is informed that exploiting this contribution infringes on, or could infringe on, third-party rights, or leads, or could lead, to the OP3FT or to users of the Frogans technology having to pay fees of any kind;
- The Frogans technology shall be developed by exchanging ideas and opinions with Internet users who represent various user groups or who are experts in their field, without giving preference to one group over another, notably on an international level;
- The Frogans technology shall continue to maintain a balance between, on the one side, requests for new functionalities made by publishers of Frogans sites and on the other side, requests made by end users, notably with regards to privacy, security, simplicity and the saving of their device resources;
- The Frogans technology shall be developed by seeking to achieve the broadest possible consensus whilst favoring the most neutral solution, notably whenever Internet users have diverging opinions on an issue ("rough consensus" principle); the choices made shall be accompanied by a clear statement presenting the underlying reasoning ("rationale"); opinions expressed by Internet users in order to promote political agendas or specific commercial interests shall not be taken into account;
- The Frogans technology shall be developed by implementing technical specifications in a complete manner on various representative and independent computer systems and platforms, doing so prior to publishing these specifications, so that they be interoperable ("running code" principle);
- The Frogans technology shall continue to use free-of-charge and open standards for publishing Frogans sites, such as DNS, Unicode, XML format, HTTP protocol and TLS (SSL) protocol;
- Whenever the Frogans technology includes or implies using third-party technologies (such as, for example, Internet protocols, data formats, fonts, software, etc.), these third-party technologies shall be usable by all, free of charge, in a perpetual manner and without restriction for all uses in relation to the Frogans technology;
- The OP3FT may carry out work in partnership with third parties, provided that the outcome of such partnerships be usable by all, in a perpetual manner and without restriction for all uses in relation to the Frogans technology; any such partnership agreements shall be non-exclusive, limited in time, and shall not bind the OP3FT to any nature of confidentiality obligation;
- The technical specifications of the Frogans technology drawn up by the OP3FT shall not require the approval of other standards developing organizations of the Internet;



- In order to disseminate the Frogans technology to as many people as possible, the outcome of the OP3FT's work, including the policies related to the Frogans technology and the various versions of the technical specification documents, shall be provided in the English language; the outcome of this work shall be published and archived on the official Web site of the Frogans technology "frogans.org";
- English and French shall be the official languages used by the OP3FT to work and communicate with users of the Frogans technology.

As regards the Promotion of the Frogans technology, the OP3FT's work shall consist, in particular, in the following:

- Creating free-of-charge and reusable practical resources, and making these resources available to Frogans site publishers and their service providers, so as to help them understand, use and benefit from the Frogans technology; these resources may be provided as written documents, videos, software, etc.;
- Establishing contacts with Frogans site publishers and their service providers, either directly or indirectly, preferably using means of telecommunications available free of charge;
- Responding to questions from Frogans site publishers and their service providers, doing so through means allowing everyone to benefit free of charge from the answers or to contribute to them, such as Frequently Asked Questions ("FAQ") or mailing lists;
- Facilitating relations between users of the Frogans technology, in order to enable users to present their projects and related results, to seek expertise or to exchange practical information, by implementing, for example, mailing lists open to all, or by organizing free-of-charge events.

Work related to the Promotion of the Frogans technology shall involve calling upon a wide variety of profiles such as trainers, developers, legal professionals, etc.; these persons shall be aware of the needs of Internet users worldwide.

The OP3FT shall make sure that this Promotion work is carried out in order to reach as many Internet users as possible, without giving preference to any specific user group to the detriment of another group.

As regards the Protection of the Frogans technology, the OP3FT's work shall consist, in particular, in the following:

- Managing matters related to intellectual property, so as to enable all users worldwide to use the Frogans technology in a clearly defined, secure and perpetual environment; the OP3FT's intellectual property policy includes registering and renewing trademarks, patents and domain names, as well as the legal protection of technical specifications, source code, etc.;
- Organizing the OP3FT's financial resources in order to ensure that the Frogans technology has sufficient and independent financing for the foreseeable future; apart from any lifetime gifts which may be made, the financial resources shall come from the Frogans Core Registry operating license granted to the Frogans Core Registry Operator by way of a delegation agreement;
- Mobilizing the human resources required to ensure that the OP3FT's work is carried out in a harmonious manner; the OP3FT's human resources policy devotes considerable attention to efficiency and to an awareness of Internet history; it also includes recruiting and training salaried employees, hiring independent contractors, supervising teams, etc.;

- Guaranteeing the operational stability of the Frogans technology; the OP3FT shall make sure that data in the Frogans Core Registry, owned by the OP3FT, is actually sent by its Operator to a third-party data escrow agent each day; the OP3FT shall make sure that the Operator operates the Frogans Core Registry in a satisfactory manner, and that the Operator organizes, in compliance with the delegation agreement, the transfer of this data to a new Operator in the event of an ongoing problem, doing so on the basis of an identical agreement; the OP3FT shall implement a policy, in keeping with best practices, to manage digital signature keys placed under the OP3FT's responsibility; the OP3FT shall implement a development environment, as well as work methods and software architectures which permit the resolution, without delay, of any security problems detected with the software developed as part of the OP3FT's work, and which guarantee the long-term maintenance of this software; the OP3FT shall draw up a Continuity Plan to function in the event of a major incident, as well as a Recovery Plan; the OP3FT shall set up an online system, available for use to any person wishing to report a security problem or an abusive use of the Frogans technology; the OP3FT shall select renowned arbitration centers, such as those approved by ICANN within the context of the UDRP policy, in order to administer the extrajudicial resolution of any disputes relative to Frogans addresses or to Frogans networks;
- Preserving the image of the Frogans technology; the OP3FT shall define a usage policy for its trademarks of which the main goal shall be to avoid any possible confusion, on the part of Internet users, between software released under the OP3FT's responsibility and software released by third parties; the OP3FT shall make sure that it communicates, as a priority, an overall vision of the Frogans project as well as its long-term development, thus enabling all Internet users to clearly understand the project, its nature, current and future opportunities, and to participate in the project if they so wish; the OP3FT shall intervene whenever third parties communicate erroneous information likely to confuse Internet users as regards the true nature of the OP3FT or the Frogans technology.

As regards the Progress of the Frogans technology, the OP3FT's work shall consist, in particular, in the following:

- Defining and releasing the Frogans technology roadmap; this roadmap shall be updated regularly; it shall take into account ongoing evolutions in the Internet environment as well as input from Internet users; this roadmap shall respect the founding principles defined in these Bylaws;
- Drawing up the conditions of use of the Frogans technology, in compliance with the founding principles defined in these Bylaws; the OP3FT shall ensure, through these conditions of use, that all Internet users easily and fully understand the legal environment of the Frogans technology; to this end, the OP3FT shall gather together all conditions of use within a single policy, classifying these conditions by Frogans technology user category: end users, Frogans site publishers, graphic designers, developers, hosting services providers, etc.;
- Drawing up new versions of the technical specification of the FSDL; in order to foster the use of the Frogans technology worldwide, these new versions shall permit the inclusion, in Frogans slides, of texts using writing systems from around the world, including, in particular, right-to-left or vertical writing systems; the fonts used to render these texts shall be specified in these new versions; in order to ensure the protection of end users, these new versions shall not include any means for incorporating, directly or indirectly, into an FSDL document or any of its resources, a program to be executed on an end-user device; this concerns all types of programs (for example: scripts, applets, plug-ins, fonts, etc.), interpreted or not, and regardless of whether these programs be executed by Frogans Player or by any other software;

- Drawing up new versions of the technical specification of the FNSL; in order to foster the use of the Frogans technology worldwide, these new versions shall permit the use of Frogans addresses with international characters; in order to make the addressing system secure for end users, these new versions shall entail the Frogans Core Registry Operator using a digital signature key recognized by Frogans Player, as well as the mandatory use of the domain name "fcr.frogans" to access the addressing services provided by the Frogans Core Registry Operator;
- Drawing up new versions of the technical specification of the Frogans Core Registry, including its API; this technical specification shall define a simple, secure and uniform environment for interacting with the Frogans Core Registry; in particular, this technical specification shall define the basic actions which Frogans site publishers and their service providers are entitled to execute by way of an administrative account;
- Drawing up new versions of the technical specification defining the composition rules of Frogans addresses; these rules shall be implemented by the Frogans Core Registry Operator; they shall allow content publishers to precisely name their Frogans sites whilst providing end users with secure and easy-to-use addresses; these composition rules shall be set progressively, calling on linguists; these rules shall take into account the outcome of work done by the IETF and the Unicode Consortium, including, in particular, work relating to IDNs (Internationalized Domain Names);
- Publishing the technical specifications of the Frogans technology, including in particular those covering the FSDL and FNSL languages, the Frogans Core Registry and the composition rules of Frogans addresses; the technical specifications of the Frogans technology shall be made available to all, free of charge, in an open and perpetual manner within the context of the publishing of Frogans sites; the OP3FT shall not provide users of these technical specifications with a certification program;
- Developing and updating the Frogans Player software on as many devices as possible that are connected to the Internet and open to third-party applications, doing so without discrimination; the Frogans Player software shall be easy-to-use, secure and light; installing, updating and uninstalling Frogans Player shall be easy and shall not have any negative impacts on other software; the Frogans Player software shall not include any add-on module system; the Frogans Player software shall embed the software libraries and fonts required for execution and shall not depend on any other software; the Frogans Player software shall strictly interpret the technical specifications of the Frogans technology, and shall, in particular, reject any FSDL document not complying with the technical specification of the FSDL; the source code of the Frogans Player software may be published so as to allow peer reviewing and collect ideas for improvement; in order to ensure the security of end users, offer the same browsing experience and identical rendering on various devices, and prevent the fragmentation of the Frogans technology, the OP3FT's prior approval and validation shall be required to develop any software enabling browsing on Frogans sites;
- Making the Frogans Player software available to end users worldwide, doing so free of charge and in a perpetual manner; the OP3FT shall strive to provide graphic user interfaces for this software in as many languages as possible; downloading and using this software shall take place without any personal data relative to the end user being collected; the software shall be released by the OP3FT and under its own responsibility, using the "get.frogans" domain name; by way of exception, the OP3FT may use third-party software downloading platforms ("stores") whenever doing so is the only means for end users with a given device to download the Frogans Player software in a secure environment;

- Developing and making available the fundamental software libraries of the Frogans technology; these software libraries are the reference implementations of the technical specifications drawn up by the OP3FT, on all platforms supported by the OP3FT; these libraries shall be released in binary form, with their C header files; the library releases shall also include sample programs and wrappers for mainstream programming languages such as Java, C#, Objective-C, C++, PHP, Python, etc.; these libraries shall be made available free of charge to all, by means of a license permitting their incorporation into independent software developed by third parties; such software may be, for example, applications used to create Frogans sites (authoring tools) or server applications used to provide online services to design Frogans sites.

Whenever the OP3FT's work entails evolving the Frogans technology, the following stability principles shall be respected:

- In order not to exclude, from accessing the Frogans technology, Internet users with older devices and who cannot or do not wish to replace them with more recent ones, the OP3FT shall maintain the Frogans Player software for these older devices as long as it is able to do so; the ratio of older devices to all devices used worldwide shall not be a factor taken into account;
- In order to enable all Internet users to become publishers of Frogans sites on the Internet or in an intranet, the fees applied by the Frogans Core Registry Operator for the registration, renewal and management of Frogans addresses and Frogans networks shall be reasonable and shall be set under the control of the OP3FT, by way of the delegation agreement; the delegation agreement shall be published and archived on the official Web site of the Frogans technology "frogans.org", along with a translation in English.
- Aside from exceptional circumstances related to the security of end users, Frogans site publishers shall not be required to update their Frogans sites with a more recent version of FSDL, since the Frogans Player software shall support all current versions of FSDL; however, a Frogans site publisher seeking to benefit from new functionalities available with a new version of FSDL must update its Frogans site with this new version;
- In order to preserve the interoperability of Frogans with other mediums designed as generic software layers on the Internet, the OP3FT shall maintain a gateway system: for outgoing linking, notably using URIs (Uniform Resource Identifiers) of type "http", "https", and "mailto", and for incoming linking, notably using URIs of type "leapfrogans" described in RFC 8589 published by the IETF, each URI being associated with a Frogans address; the OP3FT shall make sure to register in reference databases, in particular with the IANA, the URI schemes, file extensions and acronyms defined in the technical specifications of the Frogans technology;
- The OP3FT shall make sure that the Frogans sites browsing experience remains consistent on all current and future end-user devices, regardless of type: smartphone, tablet, computer, game console, television, refrigerator, etc., and regardless of the mode of interactivity: pointing device, touch screen, etc.; the OP3FT shall strive to make this browsing experience accessible to people with disabilities; it shall also be possible to satisfactorily browse Frogans sites using devices with limited processor power and memory, or connected to a low-bandwidth network;
- Within the context of evolution of the Internet, and in particular the transition from IPv4 to IPv6, or the possible advent of other open data-transport networks, the OP3FT shall make sure that the Frogans technology evolves without disrupting its users; to this end, the Frogans technology shall be designed to remain independent from data-transport protocols;

- In order to ensure permanent and universal access to the technical specifications of the Frogans technology, the OP3FT shall use the ASCII plain-text format as the reference format for technical specification documents; each technical specification document shall bear a version number and shall be archived on the official Web site of the Frogans technology "frogans.org" at a permanent URL (Uniform Resource Locator); once published, technical specification documents of the Frogans technology shall not be modified: updating or correcting a given technical specification document shall entail drawing up a new document, which bears a new version number; technical specification documents for the Frogans technology shall be written in the English language, with the same objectives of clarity and precision as the Internet Standards published by the IETF; technical specification documents for the Frogans technology may incorporate, or refer to, normative source code issued by the OP3FT or by third parties in order to specify, in a concise and unambiguous manner, some software processes; this source code shall be made available to all, free of charge and in a perpetual manner, within the context of the publishing of Frogans sites.

The OP3FT carries out this work in relation to the Frogans technology in keeping with the human and technical resources at its disposal.

## **Title II. BOARD OF DIRECTORS**

### **Article 6. COMPOSITION**

The OP3FT is administered by a Board of Directors.

The Board of Directors shall be composed of three to nine members.

All members of the Board of Directors shall be natural persons, carrying out their duties in a personal capacity and without receiving a financial counterpart.

With the exception of the Initial Directors, appointed by the Founder under the conditions given in Article 9 of these Bylaws, Directors shall be elected by the Board of Directors for a three-year term, renewable by periods of three years, without limitation.

The Directors shall act in an independent and neutral manner with respect to special interests, including those of legal entities in which they might hold a position, whilst respecting the founding principles defined in these Bylaws. In this context, each Director signs upon appointment, and then annually throughout his/her term, a document titled "Director's Annual Statement". These signed documents shall be published on the OP3FT's Web site "op3ft.org".

A Director may be dismissed for legitimate reasons following deliberation to this effect by the Board of Directors.

In the case of death, resignation, permanent impediment or dismissal of a Director, a replacement shall be appointed within six months. No indemnity shall be owed to a Director in the event of termination of his/her office.

In order to guarantee proper performance, by the Frogans Core Registry Operator, of the delegation agreement, no shareholder of the Operator nor any person working in any capacity for the Operator may be an OP3FT Director, with the exception of the two Inventors of the Frogans technology, doing so under the conditions given in Article 9 of these Bylaws.

The list of Directors, along with their contact information, shall be published on the OP3FT's Web site "op3ft.org".

### **Article 7. POWERS**

The Board of Directors shall have the broadest powers to act on behalf of the OP3FT in accordance with its purpose and to ensure the orderly functioning of the OP3FT.

In particular, the Board of Directors shall set the criteria used to select innovative public-interest initiatives or actions of a social, educational and cultural nature, in the area of information and communications technologies, these actions to be supported and financed by the OP3FT.

The Board of Directors may enlist the services of scientific, ethics or audit committees to enlighten or assist the Board in making complex or technical decisions. Likewise, the Board may call on the assistance of any qualified person who might enlighten it on a given topic. Any opinions returned by such committees or qualified persons shall be given in an advisory capacity.

## **Article 8. PRESIDENT, TREASURER AND SECRETARY**

The Board of Directors shall elect a President from its members for a three-year renewable term.

The President shall be in charge of implementing decisions taken by the Board of Directors.

The President shall represent the OP3FT in all civil acts, including legal proceedings and relations with third parties.

In the event of temporary impediment of the President, the Board of Directors shall name a Director as a substitute. In the event of the President's position becoming vacant, the Board of Directors shall elect a new President.

Moreover, the Board of Directors may elect, from its members, a Treasurer and a Secretary for a renewable term of three years.

The Treasurer shall be responsible for supervising revenue collection and the execution of payments, doing so under the authority of the Board of Directors. The Treasurer shall ensure that all accounting operations are duly recorded, and shall report to the Board of Directors, responsible for approval.

The Secretary shall be responsible for supervising the drafting of minutes relative to Board meetings, for proceeding to administrative declarations and for drafting all written records covering the functioning of the OP3FT, with the exception of accounting records.

## **Article 9. INITIAL DIRECTORS**

On the date of creation of the OP3FT, the Founder appoints the two Inventors of the Frogans technology as members of the Board of Directors, doing so on an irrevocable basis, except for the case of voluntary resignation of these Inventors:

- Mr Alexis TAMAS, a French national, born on February 16, 1970;
- Mr Amaury GRIMBERT, a French national, born on July 15, 1969.

The Founder also appoints to the Board of Directors, for a five-year term:

- Mr Alain MARTEL, a French national, born on December 17, 1960.

Mr MARTEL's term of office shall be renewable by periods of three years, without limitation.

On the date of creation of the OP3FT, the President is Mr Amaury GRIMBERT. As an exception, his first term shall be five years.

To ensure continuity of the activities of the Frogans Core Registry Operator, for a transition period to be completed at most five years after the opening of the Frogans Core Registry to Internet users, the two Inventors of the Frogans technology are authorized, as an exceptional measure, to continue carrying out their duties as managers of the Frogans Core Registry Operator and to be among its shareholders.

At the end of this transition period, if either of the Inventors of the Frogans technology is still carrying out duties for the Frogans Core Registry Operator or is among its shareholders, then he shall lose his position as an irrevocable member of the OP3FT Board of Directors, and shall be automatically considered as having voluntarily resigned.

## **Article 10. MEETINGS**

The Board of Directors shall meet as often as the interests of the OP3FT so require, and at least twice a year, when convened by the President, or at the request of a third of its members.

The notice to attend a Board of Directors meeting shall indicate the agenda, date, time and place of the meeting. A notice to attend a Board meeting may be sent by any means, including electronic.

The notice period shall be set according to the nature of the decisions to be taken. This notice period may be reduced to less than 24 hours assuming that the information required for deliberation has been made available to the Directors.

For decisions covering the finalization and the approval of the Annual Financial Statement and the Activity Report, the notice must be sent no later than 15 days before the date set for the meeting.

Meetings of the Board of Directors shall be chaired by the President or, failing this, by a Director appointed by the Board at the start of the meeting.

Each Director may be represented by another Director; however, a given Director may only hold a single power of attorney at a given meeting.

Directors may participate in Board meetings by means of telecommunications such as video-conferencing, except for decisions which, in compliance with French legal provisions, require the physical presence of the Directors.

The Directors, as well as any other persons attending Board meetings, shall ensure the confidentiality of all information designated as such by a Director.

## **Article 11. DELIBERATIONS**

Only items indicated on the agenda of a given Board meeting may be deliberated.

The Board may only validly deliberate if at least half of the Directors are present, either physically or by means of telecommunications such as video-conferencing, or are represented.



Decisions shall be taken by simple majority vote of the Directors present or represented, whereby each Director has just one vote. In the event of a tie, the President shall have the casting vote.

Decisions shall be logged in Board meeting minutes, written in French, and signed by the President, and by the Secretary designated at the start of the meeting, in a special register of minutes kept at the OP3FT's registered office.

The minutes shall be structured and written in such a way that key decisions can be easily understood by Internet users. These minutes may include annexes and links to documents published on the OP3FT's Web site "op3ft.org" and on the official Web site of the Frogans technology "frogans.org".

In the event of a Director abstaining or voting against a motion, the Director in question must explain the reasons for his/her vote. Said Director's name and the reason for his/her vote shall be given in the minutes.

The minutes shall be approved by the Board of Directors at the start of its next meeting at the latest.

Within no more than seven days after the minutes of Board of Director decisions have been approved, they shall be published and archived on the OP3FT's Web site "op3ft.org" along with a translation in English.

## **Article 12. AMENDMENTS TO THE BYLAWS**

The OP3FT Bylaws may be amended by decision of the Board of Directors.

Any change to the composition of the Board of Directors or the Investment Committee shall not constitute an amendment to these Bylaws. Likewise, any modification to the Frogans Core Registry delegation agreement, including its Annexes, shall not constitute an amendment to these Bylaws.

The clauses of Article 15 of these Bylaws covering the non-expendability and the inalienability of the properties and rights composing the OP3FT's endowment and related to the Frogans technology cannot be modified.

During a period starting with the creation of the OP3FT and ending ten years after the opening of the Frogans Core Registry to Internet users, each of the two Inventors of the Frogans technology shall have the right to veto Board decisions covering an amendment to the Bylaws, provided that the Inventors are still Directors in office. In the event of this veto, the name of the Inventor in question and his reasons shall be given in the minutes.

All and any amendments to the Bylaws shall be declared to the relevant French administrative authority, and shall be published in the *Journal Officiel* of the French Republic.

In the event of an amendment to the Bylaws, a new annex presenting the amendment is added to the Bylaws. Furthermore, a document highlighting differences with the previous Bylaws is published along with the new Bylaws.

These Bylaws and any amendments thereto, shall be published and archived on the OP3FT's Web site "op3ft.org", along with a translation in English.

## Article 13. PUBLIC CONSULTATION

In order to guarantee the efficacy, transparency and involvement of Internet users in important decisions in relation to the Frogans technology, a public consultation procedure shall be created.

The Board of Directors shall engage the public consultation procedure prior to taking any decisions in relation to the Progress of the Frogans technology, including, in particular, the evolution of the roadmap, of the conditions of use, of the technical specifications, of the development of software, or of their release.

Likewise, the Board of Directors shall engage the public consultation procedure prior to taking any decisions relative to a modification to the Frogans Core Registry delegation agreement including its Annexes, with the exception of its renewal, or relative to the appointment of a new Operator, or to a modification to the nature of the properties and rights related to the Frogans technology that may generate endowment revenue under Article 19 of these Bylaws.

The Board of Directors shall also engage the public consultation procedure prior to taking any decisions relative to the appointment, renewal of term, or replacement of a Director, or an amendment to these Bylaws, including its Preamble and Annexes.

The Board of Directors may also engage the public consultation procedure in relation to any other matter which the Board deems relevant.

For any decisions leading to the engagement of the public consultation procedure, a working group shall be set up within the OP3FT in order to draw up a projected decision. In order to preserve the overall consistency of the Frogans technology, this working group shall bring together experts in the various inseparable components of the Frogans technology. When drawing up the projected decision, the working group shall take technical and legal aspects into consideration.

When the working group is drawing up the projected decision, representative Internet users concerned by the projected decision shall be consulted.

The projected decision shall take the form of a finalized document along with the necessary elements to enable the concerned Internet users to easily and fully understand the projected decision, as well as the reasoning underlying the choices made ("rationale").

The public consultation procedure shall take place online. It comprises the following successive steps:

- The Board of Directors shall decide to start the public consultation procedure covering the projected decision; a Web page dedicated to the public consultation procedure is published; the public consultation Web page can be used to download the projected decision; the first call for comments regarding the projected decision shall be posted on the read-only mailing list "announcement@lists.frogans.org" with a link to the public consultation Web page; an E-mail address is created for the first call for comments;
- All Internet users may post their comments covering the projected decision by sending emails to the E-mail address for the first call; posted comments are accessible from the public consultation Web page as they are received; the duration of the first call shall be set by the Board of Directors according to the nature of the projected decision; this duration shall be between fifteen days and three months, aside from exceptional circumstances to be justified;

- The working group which drew up the projected decision shall analyze all comments posted during the first call; the working group shall draft a detailed summary report including an opinion, positive or negative, as to pursuing the projected decision; in the event of a positive opinion, the report may include minor changes to the projected decision; the time taken by the working group to analyze comments and draft the report shall not exceed the duration of the first call for comments;
- The Board of Directors shall decide to confirm or abandon the projected decision; the projected decision shall not be confirmed if the working group gives a negative opinion or if the changes proposed by the working group would lead to significant changes to the substance of the projected decision; the working group's summary report shall be available for download from the public consultation Web page; confirmation or abandonment of the projected decision shall be posted on the read-only mailing list "announcement@lists.frogans.org", with a link to the public consultation Web page; in the event of the projected decision being confirmed, a second call for comments regarding the projected decision shall be posted along with the confirmation, and a new E-mail address is created for the second call for comments;
- All Internet users may post their comments covering the projected decision by sending emails to the E-mail address for the second call; posted comments are accessible from the public consultation Web page as they are received; the duration of the second call shall be set by the Board of Directors according to the nature of the projected decision; this duration shall be between fifteen days and three months, aside from exceptional circumstances to be justified;
- The working group which drew up the projected decision shall analyze all comments posted during the second call; the working group shall draft a new detailed summary report including an opinion, positive or negative, as to pursuing the projected decision; in the event of a positive opinion, the new report cannot include any changes to the projected decision, except for changes to the form of the projected decision that are of no consequence to its substance; the time taken by the working group to analyze comments and draft the detailed summary report shall not exceed the duration of the second call for comments;
- The Board of Directors shall decide to adopt or abandon the projected decision; the projected decision shall not be adopted if the working group gives a negative opinion; the working group's new summary report shall be available for download from the public consultation Web page; confirmation or abandonment of the projected decision shall be posted on the read-only mailing list "announcement@lists.frogans.org", with a link to the public consultation Web page.

The summary reports shall highlight and specifically deal with comments made by non-profit organizations with an international scope and acting in the public interest such as, for example, ICANN, the IETF, W3C or WIPO.

On completion of the first or second call for comments, the Board of Directors shall decide to abandon a projected decision if two or more comments formally and officially opposing the projected decision have been posted by separate organizations, both meeting the above criteria, on condition that each comment be justified and within the area of expertise for which the commenting organization is identified as being competent and legitimate.

The public consultations Web pages, including the projected decisions, the working groups' summary reports as well as the messages posted by Internet users, are archived on the OP3FT's Web site "op3ft.org".

The Board of Directors shall engage the public consultation procedure as of the opening date of the Frogans Core Registry to Internet users.

## **Article 14. RULES OF PROCEDURE**

The Board of Directors may draw up Rules of Procedure.

The goal of the Rules of Procedure shall be to specify the rules for implementing these Bylaws covering the day-to-day management and internal functioning of the OP3FT.

The Rules of Procedure shall define, for example, practical arrangements for Board meetings, conditions for reimbursement of expenses incurred by Directors in carrying out their duties, terms of dismissal of a Director, the functioning of the Investment Committee, or the organization of the teams in charge of the OP3FT's work.

The Rules of Procedure shall be published and archived on the OP3FT's Web site "op3ft.org", along with a translation in English.

## **Title III. ENDOWMENT**

### **Article 15. NON-EXPENDABILITY AND INALIENABILITY**

The OP3FT's endowment is non-expendable. The OP3FT's endowment is also inalienable.

Accordingly, the properties and rights composing the endowment are non-transferable and intangible, regardless of whether they were granted as part of the initial endowment at the time of creation of the OP3FT, or whether they be granted during its lifetime pursuant to an increase of the endowment.

The non-expendability and inalienability of the properties and rights composing the OP3FT's endowment and related to the Frogans technology constitute a necessary condition for the OP3FT to fulfill its public-interest mission in relation to the Frogans technology.

If, at some time, any part of the OP3FT's endowment should become expendable, then that part may not be any of the properties and rights related to the Frogans technology. The properties and rights composing the endowment and related to the Frogans technology are and will remain irrevocably non-expendable and inalienable.

Any decision taken by the Board of Directors that would either make or attempt to make expendable or alienable all or part of the properties and rights composing the OP3FT's endowment and related to the Frogans technology must be considered as null and void. Directors of the OP3FT who voted in favor of a projected decision of this nature will be considered to have resigned, regardless of whether or not the Board of Directors adopted the projected decision. Any decision taken by the Board of Directors that would either modify or attempt to modify this paragraph, through an amendment to the Bylaws, must also be considered as null and void and will have the same consequences for the concerned Directors of the OP3FT.

### **Article 16. INITIAL ENDOWMENT**

The OP3FT is created with an initial endowment granted by the Founder, free of charge and irrevocably.

The initial endowment includes properties and rights relating to the Frogans technology, in particular, languages, technical specifications, software development systems, software source code, trademarks, patents and domain names, as well as the related intellectual property rights.

The initial endowment was valued, in the Founder's financial statement, at 1,192,000 euros (one million one hundred and ninety-two thousand euros).

The complete list of properties and rights composing the initial endowment is given in the minutes of the General Meeting of the Founder dated November 29, 2011, wherein it was decided to create the OP3FT; these minutes are given in Annex 2 of these Bylaws.

The initial endowment does not include any securities or monies.

## **Article 17. INCREASE OF THE ENDOWMENT**

The endowment is increased during the OP3FT's lifetime by properties and rights assigned to the endowment. Such properties and rights include, for example, technical specifications, software source code and patents.

In particular, properties and rights created and developed by the OP3FT while carrying out its public-interest mission in relation to the Frogans technology, through its salaried employees or independent contractors, as well as properties and rights created and developed by the OP3FT's local branches, shall be assigned to the endowment.

Likewise, properties and rights granted free of charge and irrevocably by third parties contributing to the OP3FT's public-interest mission in relation to the Frogans technology, shall be assigned to the endowment, subject to the OP3FT accepting these contributions. These third parties shall be referred to as "Contributors".

Properties and rights so assigned to the endowment are non-expendable and inalienable.

The endowment may also be increased by donations and legacies of all kinds, and by public funds given on an exceptional basis.

The properties and rights increasing the endowment are indicated in the Activity Report, referred to in Article 24 of these Bylaws.

## **Article 18. INVESTMENT COMMITTEE**

In compliance with French legal provisions covering the amount of the endowment, an advisory committee called the Investment Committee shall be set up, reporting to the Board of Directors.

The Investment Committee shall be responsible for making investment proposals to the Board of Directors in view of making financial investments and for monitoring these investments, while at the same time proposing studies and assessments to the Board.

The Investment Committee shall be composed of two to five members, appointed by the Board of Directors for a three-year term, renewable by periods of three years, without limitation. Investment Committee members shall be qualified in financial management and shall not be members of the Board of Directors. They shall not receive any remuneration for carrying out their duties. No indemnity shall be owed to an Investment Committee member in the event of termination of his/her office.

The first members of the Investment Committee shall be appointed at the first meeting of the Board of Directors.

## **Title IV. RESOURCES**

### **Article 19. ENDOWMENT REVENUE**

The OP3FT's resources for financing its public-interest mission shall be constituted by the revenue of its endowment.

The Board of Directors shall decide which kinds of properties and rights of the endowment may generate revenue, in compliance with the OP3FT's purpose and with the founding principles defined in these Bylaws.

As of the date of creation of the OP3FT, the revenue of the endowment shall be derived exclusively from the operating license granted by the OP3FT to the Frogans Core Registry Operator, under the delegation agreement.

### **Article 20. LIFETIME GIFTS**

The OP3FT may receive, from third parties, referred to as "Donors", lifetime gifts stemming from public generosity, such as computer equipment, monies or securities.

The Board of Directors may decide not to assign, in whole or in part, these lifetime gifts to the endowment. These lifetime gifts may constitute additional resources for financing the OP3FT's public-interest mission.

### **Article 21. ABSENCE OF FOR-PROFIT ACTIVITY**

The OP3FT shall refrain from any for-profit activity, even on an accessory basis.

Consequently, no revenue from profit-making activities of the OP3FT, nor compensation for services provided by the OP3FT, may be added to its resources.

In the event of termination of the delegation agreement signed with the Frogans Core Registry Operator, the OP3FT cannot itself provide the addressing services to Internet users and shall have to enter into a new delegation agreement with a new Operator, in compliance with the founding principles defined in these Bylaws.

## Article 22. USE OF RESOURCES

The OP3FT's resources shall be used with a view to fulfilling its purpose.

To this end, the OP3FT has many ways of using its resources in particular to carry out its work presented in Article 5 of these Bylaws. These ways include, for example, hiring salaried employees, calling on independent contractors, purchasing or renting premises, equipment, software, etc.

The OP3FT may create and fund local branches of the OP3FT located abroad, set up in the form of a non-profit organization. Local branches of the OP3FT may be created in another form, including that of a commercial organization, for example in the case where it is required by the legislation of the country in question. The activities of each local branch of the OP3FT will be limited to carrying out work listed in Article 5 of these Bylaws, excluding any other activities. The activities of the local branches of the OP3FT cannot lead to the OP3FT having for-profit activities. The work carried out by each local branch of the OP3FT shall be assigned irrevocably to the endowment.

Local branches of the OP3FT are created by OP3FT Branches, a wholly owned subsidiary of the OP3FT. The share capital of OP3FT Branches is assigned to the endowment of the OP3FT and is an integral part of this endowment. The Bylaws of OP3FT Branches define the conditions for creating local branches of the OP3FT.

The salaried employees and independent contractors of the OP3FT and of its local branches shall formally undertake to act in a fully independent and neutral manner with regards to special interests and to respect the founding principles defined in these Bylaws.

The OP3FT may also develop privileged relationships with any non-profit organizations, based in France or abroad, with a public-interest mission similar or closely related to its own.

The resources that the OP3FT receives during an accounting period are used in whole or in part during that period. In the event that the OP3FT does not use the entire amount of these resources during the accounting period, the OP3FT shall make sure that the remainder of these resources is used within three years following the end of the accounting period, except under exceptional circumstances justifying deferral of its use. Resources not yet used may be temporarily allocated to financial investments.

A diagram showing the links between the endowment, resources and use of the latter is given in Annex 1 of these Bylaws.



## **Title V. ANNUAL REPORTS**

### **Article 23. ANNUAL FINANCIAL STATEMENT**

The OP3FT's accounting shall be prepared in an analytical manner so as to make operations understandable for as many people as possible.

Each year, the OP3FT shall prepare a financial statement consisting, at least, of a balance sheet and a revenue and expenses statement.

Each accounting period lasts one year. It ends on December 31.

As an exception, the first accounting period shall start on the date of publication, in the *Journal Officiel* of the French Republic, of the creation of the OP3FT and shall close on December 31, 2012.

The Board of Directors shall finalize then approve the Annual Financial Statement. A period of 45 days minimum shall separate the decision to finalize the Annual Financial Statement from the decision to approve it.

Once approved by the Board of Directors, the Annual Financial Statement shall be published and archived within no more than seven days on the OP3FT's Web site "op3ft.org", along with a presentation in the English language.

### **Article 24. ACTIVITY REPORT**

In compliance with French legal provisions, the Board of Directors shall prepare, each year, an Activity Report.

In addition to compulsory information, the Activity Report, written in French, shall present the properties and rights assigned to the increase of the endowment over the past year, details of resources from endowment revenue and lifetime gifts, and when appropriate, any exceptional circumstances justifying a deferral of use of the resources.

The Board of Directors shall finalize then approve the Activity Report at the same time as the Annual Financial Statement.

Once approved by the Board of Directors, this Activity Report shall be published and archived within no more than seven days on the OP3FT's Web site "op3ft.org", along with a translation in English.

## **Title VI. SUPERVISION**

### **Article 25. STATUTORY AUDITOR**

The Board of Directors shall appoint a Statutory Auditor and an alternate Statutory Auditor, selected from the list referred to in Article L. 822-1 of the French Commercial Code (*Code de commerce*).

### **Article 26. ADMINISTRATIVE AUTHORITY**

Within six months of closing its accounting period, the OP3FT shall send the Activity Report, referred to in Article 24 of these Bylaws, the Annual Financial Statement and the Statutory Auditor's report to the *Préfet* of the *département* where the OP3FT's registered office is located.

### **Article 27. DISSOLUTION**

In the event of dissolution of the OP3FT, the endowment must be transferred to another *Fonds de dotation* or to a *Fondation reconnue d'utilité publique*.

This new non-profit organization must have a purpose similar to that of the OP3FT and must agree to continue the OP3FT's public-interest mission, and in particular, to hold, promote, protect and ensure the progress of the Frogans technology, in compliance with the founding principles defined in these Bylaws.

This new organization must also comply with the clauses of Article 15 of these Bylaws, covering the non-expendability and inalienability of the properties and rights composing the OP3FT's endowment relating to the Frogans technology.

Furthermore, this new organization shall succeed to the rights of the OP3FT as concerns the delegation agreement in force signed with the Frogans Core Registry Operator, in order to ensure the stability and long-term existence of the addressing services provided to Internet users.

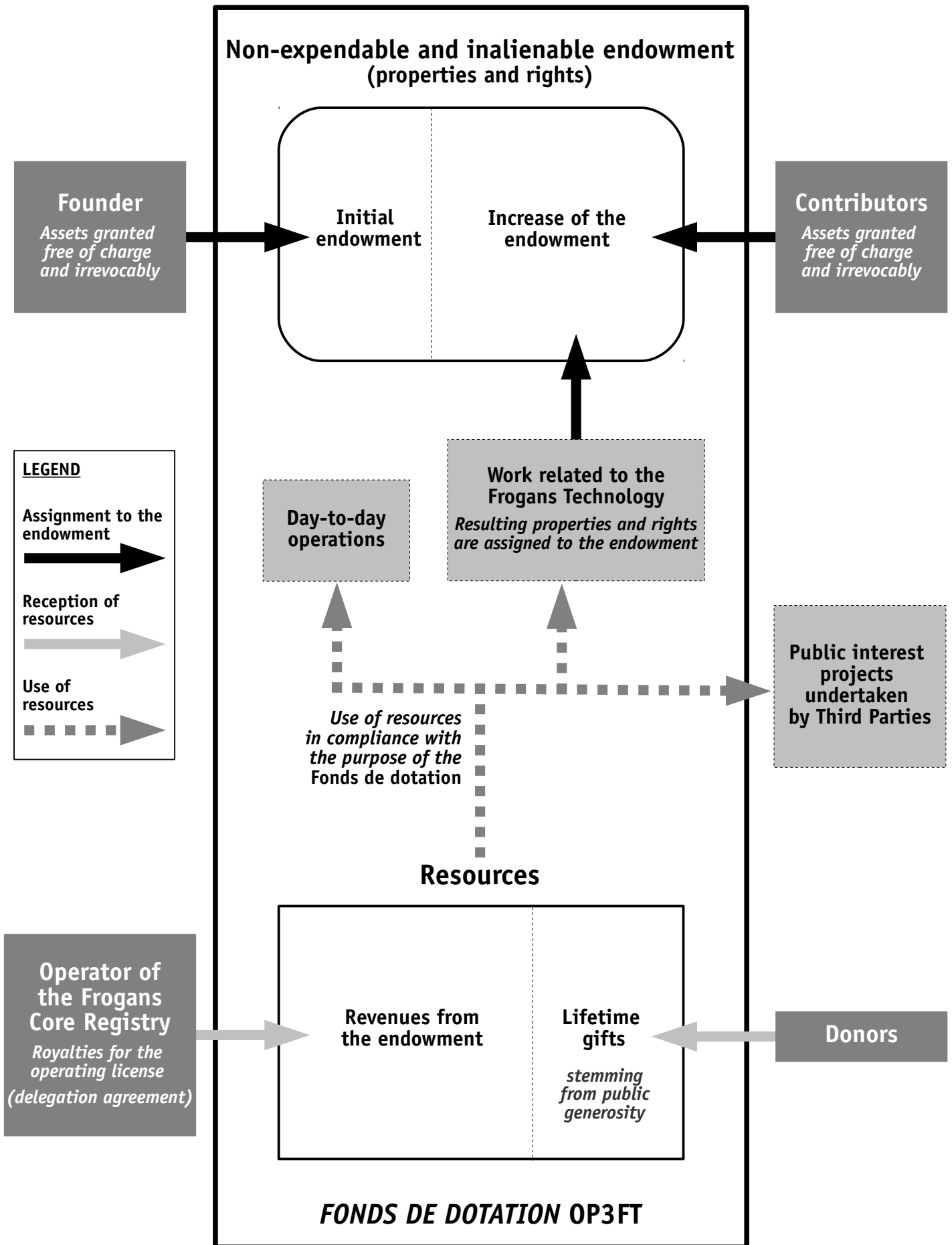
In order to make sure that these rules are respected, a liquidator shall be appointed by the OP3FT Board of Directors.

The OP3FT may be dissolved by way of a court order or special decision of the Board of Directors approved unanimously by all the Directors who, exceptionally, must be physically present to take part in the vote, this vote taking place after engaging a public consultation procedure covering, in particular, the new non-profit organization to which the transfer of the OP3FT's endowment is envisaged.

Signed in Paris, France on January 16, 2021, in two original copies, one to be registered at the *Préfecture de Paris*, the other to be kept at the OP3FT's registered office.

For the OP3FT  
Mr Amaury Grimbert, President of the Board of Directors

**ANNEX 1: LINKS BETWEEN THE ENDOWMENT, RESOURCES AND THEIR USE**



## **ANNEX 2: DECISION TAKEN ON NOVEMBER 29, 2011 BY THE GENERAL MEETING OF THE FOUNDER TO CREATE THE *FONDS DE DOTATION* OP3FT, INCLUDING THE LIST OF PROPERTIES AND RIGHTS COMPOSING THE INITIAL ENDOWMENT**

The General Meeting decides to create the *Fonds de Dotation* OP3FT and approves the draft Bylaws submitted to it, subject to minor amendments requested by the *Préfecture de Paris*.

Subject to approval of the Bylaws by the *Préfecture de Paris* and to the publication, in the *Journal Officiel* of the French Republic, of the creation of the *Fonds de Dotation* OP3FT, the General Meeting decides to grant, free of charge and irrevocably, the following intangible assets to the OP3FT, as its non-expendable initial endowment:

### A. The Frogans Technology

- The FSDL language (Frogans Slide Description Language), including its specifications published in February 2002, October 2002 and May 2004 and the entire past and current research and development work regarding this language.
- The FNSL language (Frogans Network System Language), including its specifications published in May 2004 and the entire past and current research and development work regarding this language.
- The Frogans Player software, including its cross-platform development environment FPXDE, its specifications, its source code, its testing programs, its prototypes, its development and distribution model, and the entire past and current research and development work regarding this software.
- The software libraries associated with the Frogans technology (FSDL, FNSL and FPRT libraries), including their specifications, their interfaces, their source code, their testing programs, their wrappers, their demonstration software and the entire past and current research and development work regarding these libraries.
- The programming interface (API) of the Frogans Core Registry, including its specifications, its source code, its client software and the entire past and current research and development work regarding this interface.
- The documentation related to the Frogans technology, including the technical and legal documentation, the Frogans site prototypes and the entire past and current research and development work regarding the book introducing the Frogans technology.

### B. Trademarks

#### B1. The two “superimposed rectangles” yellow and blue figurative trademark

- French trademark filed on June 20, 2000 under number 00 3 035 578 in classes 09, 16, 35, 38 and 42 and registered.
- International trademark (WIPO) filed on December 19, 2000 under number 762082 in classes 9, 35, 38 and 42, and registered, designating the following countries: Georgia, Iceland, Japan, Norway, Turkey, Uzbekistan, Albania, Armenia, Azerbaijan, Bosnia and Herzegovina, Belarus, Switzerland, China, Cuba, Egypt, Croatia, Democratic People's

Republic of Korea, Kazakhstan, Liechtenstein, Liberia, Morocco, Monaco, Republic of Moldova, Montenegro, Former Yugoslav Republic of Macedonia, Mongolia, Serbia, Russian Federation, Sudan, Saint-Marin, Tajikistan, Ukraine, Vietnam and Algeria.

- Trademarks directly filed and registered in the following countries:

COUNTRY	FILING DATE	FILING No	CLASSES
United Arab Emirates	April 3, 2001	41850	38
	April 3, 2001	41851	42
	April 3, 2001	41849	9
Argentina	December 20, 2000	2320971	38
	December 20, 2000	2320969	42
	December 20, 2000	2320970	9
Australia	December 20, 2000	861199	9, 38, 42
Brazil	December 20, 2000	823484514	38
	December 20, 2000	823484491	42
	December 20, 2000	823484505	9
Canada	December 19, 2000	1086944	9, 38, 42
Chili	December 20, 2000	512169	38, 42
	December 20, 2000	512170	9
Hong Kong	December 20, 2000	27483	38
	December 20, 2000	27848	42
	December 20, 2000	27482	9
Indonesia	December 20, 2000	498626	38
	December 20, 2000	498625	42
	December 20, 2000	498624	9
Ireland	December 19, 2000	224577	9, 38, 42
Israel	December 19, 2000	145023	38
	December 19, 2000	145024	42
	December 19, 2000	145022	9
India	December 20, 2000	978315	9
Lebanon	December 19, 2000	85858	9, 38, 42
Mexico	December 20, 2000	735949	38
	December 20, 2000	850593	42
	December 20, 2000	743059	9
OAPI	December 20, 2000	3200001861	9
	December 20, 2000	3200001862	38, 42
Peru	December 20, 2000	120307	38
	December 20, 2000	120308	42
	December 20, 2000	120306	9
Saudi Arabia	January 6, 2001	68881	38
	January 6, 2001	68880	42
	January 6, 2001	68879	9
Thailand	December 20, 2000	441663	38
	December 20, 2000	441664	42
	December 20, 2000	441662	9
Tunisia	December 18, 2000	EE0022434	9, 38, 42
Taiwan	December 20, 2000	89073487	38
	December 20, 2000	89073488	42
	December 20, 2000	89073486	9
USA	December 20, 2000	76/184707	9, 38, 42
Venezuela	December 19, 2000	023656-2000	38
	December 19, 2000	023657-2000	42
	December 19, 2000	023655-2000	9

South Africa	December 19, 2000	2000/25264	38
	December 19, 2000	2000/25265	42
	December 19, 2000	2000/25266	9

- Community trademark (OHIM) filed on June 21, 2010 under number 9191801 in classes 9, 16, 35, 38 and 42 and registered.

## B2. The "FROGANS" word trademark

- French trademark filed on August 3rd, 2000 under number 00 3 045 137 in classes 09, 16, 35, 38 and 42 and registered.
- International trademark (WIPO) filed on January 22, 2001 under the number 762034 in classes 9, 35, 38 and 42 and registered, designating the following countries: Georgia, Iceland, Japan, Norway, Singapore, Turkey, Uzbekistan, Albania, Armenia, Azerbaijan, Bosnia and Herzegovina, Belarus, Switzerland, China, Cuba, Egypt, Croatia, Kyrgyzstan, Democratic People's Republic of Korea, Kazakhstan, Liechtenstein, Liberia, Morocco, Monaco, Republic of Moldova, Montenegro, Former Yugoslav Republic of Macedonia, Mongolia, Serbia, Russian Federation, Sudan, Saint-Marin, Tajikistan, Ukraine, Vietnam and Algeria.

- Trademarks filed and registered directly in the following countries:

COUNTRY	FILING DATE	FILING No	CLASSES
United Arab Emirates	April 3, 2001	41847	38
	April 3, 2001	41848	42
	April 3, 2001	41846	9
Argentina	January 26, 2001	2325401	42
	January 26, 2001	2325400	38
	January 26, 2001	2325399	9
Australia	January 24, 2001	864040	9, 38, 42
Brazil	January 24, 2001	823527360	38
	January 24, 2001	823527379	42
	January 24, 2001	823527387	9
Canada	November 28, 2000	1084309	
Chili	February 2, 2001	516886	9
	February 2, 2001	516885	38, 42
Hong Kong	August 3, 2000	1830	42
	August 3, 2000	1829	38
	August 3, 2000	1828	9
Indonesia	February 1, 2001	01910-1913	38
	February 1, 2001	01909-1912	42
	February 1, 2001	01911-1914	9
Ireland	January 23, 2001	224819	9, 38, 42
Israel	January 23, 2001	146000	9
	January 23, 2001	146002	42
	January 23, 2001	146001	38
India	January 30, 2001	986900	9
South Korea	January 30, 2001	45-2001-337	9, 42
	January 30, 2001	41-2003-000688	38
Lebanon	January 27, 2001	86255	9, 38, 42
Mexico	February 1, 2001	46114	38
	February 1, 2001	46115	42
	February 1, 2001	46113	9
Malaysia	January 29, 2001	1001085	38
	January 29, 2001	1001083	42

	January 29, 2001	1001084	9
New Zealand	August 3, 2000	631290	42
	August 3, 2000	631289	38
	August 3, 2000	631288	9
OAPI	February 2, 2001	3200102035	9
	February 2, 2001	3200102035	38, 42
Peru	January 30, 2001	122093	38
	January 30, 2001	122097	42
	January 30, 2001	122096	9
Saudi Arabia	January 27, 2001	69195	38
	January 27, 2001	69196	42
	January 27, 2001	69194	9
Thailand	January 25, 2001	444290	38
	January 25, 2001	444291	42
	January 25, 2001	444289	9
Tunisia	January 23, 2001	EE010146	9, 38, 42
Taiwan	January 30, 2001	90002466	42
	January 30, 2001	90002465	38
	January 30, 2001	90002464	9
USA	November 13, 2000	76/164833	9, 16, 35, 38, 42
Venezuela	January 25, 2001	1199-2001	38
	January 25, 2001	1200-2001	42
	January 25, 2001	1198-2001	9
South Africa	January 22, 2001	2002/01240	38
	January 22, 2001	2003/01241	42
	January 22, 2001	2001/01239	9

- Community trademark (OHIM) filed on August 9, 2010 under number 9303397 in classes 9, 35, 38 and 42 and registered.

### B3. The “FNSL” word trademark

- French trademark filed on November 30, 2005 under number 05 339 4907 in classes 09, 16, 35, 38, 41 and 42 and registered.
- Community trademark (OHIM) filed on May 30, 2006 under number 5136865 in classes 9, 38 and 42 and registered.
- International trademark (WIPO) filed on May 30, 2006 under number 909907 in classes 9, 38 and 42 and registered, designating the following countries: Japan, Republic of Korea, United States of America, China, Russian Federation.
- Trademarks filed and registered directly in the following countries:

COUNTRY	FILING DATE	FILING No	CLASSES
Canada	May 30, 2006	1303475	
India	May 30, 2006	1458436	9, 38, 42
Israel	May 29, 2006	190520	9
	May 29, 2006	190521	38
	May 29, 2006	190522	42

### B4. The “FSDL” word trademark

- French trademark filed on November 30, 2005 under number 05 339 4910 in classes 09, 16, 35, 38, 41 and 42 and registered.



- Community trademark (OHIM) filed on May 30, 2006 under number 5136973 in classes 9, 38 and 42 and registered.
- International trademark (WIPO) filed on May 30, 2006 under number 909908 in classes 9, 38 and 42 and registered, designating the following countries: Japan, Republic of Korea, United States of America, China, Russian Federation.
- Trademarks filed directly in the following countries:

COUNTRY	FILING DATE	FILING No	CLASSES
Canada	May 30, 2006	1303474	
India	May 30, 2006	1458437	9, 38, 42
Israel	May 29, 2006	190517	9
	May 29, 2006	190518	38
	May 29, 2006	190519	42

#### B5. The “ \* ” figurative trademark

- Community trademark (OHIM) filed on May 7, 2010 under number 9086463 in class 42 and registered.
- International trademark (WIPO) filed on November 3, 2010 under number 1061113 in class 42 and registered, designating the following countries: Australia, Switzerland, China, Egypt, Israel, Islamic Republic of Iran, Japan, Republic of Korea, Morocco, Monaco, Norway, Serbia, Russian Federation, Singapore, Turkey, Ukraine.
- Trademarks filed directly and under registration in the following countries:

COUNTRY	FILING DATE	FILING No	CLASSES
United Arab Emirates	November 4, 2010	149072	42
Argentina	November 5, 2010	3044137	42
Brazil	November 5, 2010	8300779299	42
Canada	July 29, 2010	1490535	42
Hong Kong	November 3, 2010	301753993	42
India	November 4, 2010	2050043	42
Mexico	November 3, 2010	1132427	42
Tunisia	November 4, 2010	TN/E/2010/02507	42
Taiwan	November 5, 2010	99055258	42
USA	July 30, 2010	85096898	42
South Africa	November 4, 2010	2010/25715	42

#### B6. The “OP3FT” word trademark

- Community trademark (OHIM) filed on November 30, 2010 under number 9560491 in classes 09, 35, 36, 38, 41, 42 and 45 and registered.

### C. Patents

#### C1. The patent “Multimedia data publishing system”

- French patent granted on April 8, 2005 under number 00 07358
- Chinese patent granted on July 13, 2005 under number CN 1210668 C (including Hong Kong under number 10584065)
- Korean patent granted on May 2, 2008 under number 0826382
- American patent granted on August 10, 2010 under number 7,774,358 B2

- Canadian patent granted on July 25, 2011 under the application number 2,411,053
- Patents pending in Europe (EP01945383/1290586), Israel (No. 153211) and in Japan under the PCT application published under No. WO 2001/095147 on December 13, 2001.

C2. The patent “Method and system for operating a computer network which is intended for content publishing”

- European patent granted on November 7, 2007 under number 1704700 B1, validated in Germany, Belgium, Spain, France, Italy, Luxembourg, Monaco, Netherlands, United Kingdom, Sweden, and Switzerland-Liechtenstein
- Chinese patent granted on October 6, 2010 under number CN 1918880 B (including Hong Kong under number 1100991)
- American patent granted on July 19, 2011 under number 7,984,168 B2
- Japanese patent granted on August 12, 2011 under number JP 4802105
- Patents pending in Canada (No. CA 2553615), South Korea (No.10-2006-7014609/10-2007-0023640), India (No. 2577/CHENP/2006) and Israel (No. 176877) under the PCT application published under No. WO 2005/074225 on August 11 2005.

C3. The patent “User-Friendly Process for Interacting with Informational Content on Touchscreen Devices”

- Patents pending in the United States (No. 12/615,501), in Europe (No. 10717565.5), Canada, Israel, Japan, China, South Korea and India under the PCT application published under No. WO 2010/115744 on October 14, 2010.

#### D. Domain names (with their creation date)

D1. Domain names associated with the “FROGANS” trademark

- Identical domain names: frogans.ac (January 15, 2007), frogans.ae (September 19, 2007), frogans.af (May 21, 2010), frogans.ag (January 15, 2007), frogans.ai (May 21, 2010), frogans.am (January 16, 2007), frogans.asia (March 18, 2008), frogans.asia.com (May 21, 2010), frogans.at (September 17, 2004), frogans.be (September 17, 2004), frogans.bg (pending), frogans.biz (November 27, 2011), frogans.by (August 11, 2010), frogans.bz (April 5, 2006), frogans.ca (September 22, 2004), frogans.cc (September 22, 2004), frogans.cd (August 12, 2010), frogans.ch (September 7, 2005), frogans.cl (December 28, 2010), frogans.cm (May 21, 2010), frogans.cn (September 17, 2004), frogans.co (July 20, 2010), frogans.co.ee (August 19, 2007), frogans.co.il (August 27, 2007), frogans.co.in (November 22, 2006), frogans.co.nz (August 23, 2007), frogans.co.uk (September 5, 2000), frogans.co.za (August 24, 2007), frogans.com (July 29, 2000), frogans.com.ar (March 6, 2009), frogans.com.au (August 23, 2007), frogans.com.br (August 23, 2007), frogans.com.cn (September 17, 2004), frogans.com.ve (August 24, 2007), frogans.cx (June 5, 2007), frogans.cz (September 24, 2004), frogans.de (November 2, 2001), frogans.dk (May 14, 2001), frogans.dm (September 21, 2010), frogans.do (December 15, 2009), frogans.ec (May 25, 2010), frogans.es (October 3, 2005), frogans.eu (March 10, 2006), frogans.fi (September 27, 2010), frogans.fm (December 31, 1999), frogans.fr (November 20, 2001), frogans.gd (January 15, 2007), frogans.gl (November 4, 2010), frogans.gr (September 6, 2005), frogans.gs (April 4, 2006), frogans.gy (February 25, 2009), frogans.hk (December 24, 2004), frogans.hn (April 5, 2006), frogans.hu (October 8, 2004), frogans.ie (August 20, 2007), frogans.im (May 21, 2010), frogans.in (March 14, 2006), frogans.info (November 2, 2001), frogans.io

(January 15, 2007), frogans.ir (August 31, 2007), frogans.it (September 23, 2004), frogans.jobs (January 15, 2007), frogans.jp (September 30, 2005), frogans.kr (August 12, 2010), frogans.la (April 5, 2006), frogans.lc (November 4, 2010), frogans.li (September 7, 2005), frogans.lt (September 6, 2005), frogans.lu (September 23, 2004), frogans.lv (September 12, 2005), frogans.ly (August 14, 2010), frogans.ma (August 31, 2007), frogans.md (April 5, 2006), frogans.me (July 18, 2008), frogans.mn (January 15, 2007), frogans.mobi (October 11, 2006), frogans.ms (April 4, 2006), frogans.mu (June 5, 2007), frogans.mw (15 August 2010), frogans.mx (June 1, 2009), frogans.name (September 22, 2004), frogans.net (July 29, 2000), frogans.net.cn (September 17, 2004), frogans.nf (June 5, 2007), frogans.nl (September 21, 2004), frogans.no (August 26, 2010), frogans.nu (April 5, 2006), frogans.org (July 29, 2000), frogans.org.cn (September 17, 2004), frogans.pe (November 4, 2010), frogans.ph (August 23, 2001), frogans.pk (August 25, 2007), frogans.pl (September 17, 2004), frogans.pro (September 11, 2008), frogans.ps (August 11, 2010), frogans.pt (January 22, 2008), frogans.ro (September 28, 2005), frogans.ru (September 6, 2005), frogans.sc (April 5, 2006), frogans.se (December 16, 2009), frogans.sg (November 22, 2006), frogans.sh (January 15, 2007), frogans.si (November 4, 2010), frogans.sk (June 5, 2007), frogans.so (March 28, 2011), frogans.st (August 11, 2010), frogans.tc (April 5, 2006), frogans.tel (March 23, 2009), frogans.tk (April 5, 2006), frogans.tl (June 5, 2007), frogans.tm (January 15, 2007), frogans.to (August 13, 2010), frogans.tv (October 11, 2000), frogans.tw (November 22, 2006), frogans.ug (August 13, 2010), frogans.us (May 23, 2002), frogans.uz (November 25, 2008), frogans.vc (January 15, 2007), frogans.vg (April 5, 2006), frogans.vn (November 24, 2006), frogans.ws (September 22, 2010), frogans.xxx (pending).

- Domain names with typographical errors: ffrogans.com (September 4, 2000), fogans.com (October 11, 2005), forgans.com (October 3, 2002), fr0gans.com (June 1, 2005), fr0gans.net (June 1, 2005), fr0gans.org (June 1, 2005), frgans.com (October 11, 2005), frgoans.com (September 9, 2000), frigan.com (October 12, 2001), frigans.com (October 12, 2001), fro-gan.com (October 12, 2001), fro-gans.com (September 4, 2000), froagns.com (October 21, 2005), froans.com (October 11, 2005), frog-an.com (October 12, 2001), frog-ans.com (September 4, 2000), frogaans.com (September 4, 2000), frogal.com (July 29, 2000), frogale.com (July 29, 2000), frogales.com (July 29, 2000), frogals.com (July 29, 2000), frogan.com (July 29, 2000), frogan.net (July 29, 2000), frogan.org (July 29, 2000), frogane.com (September 4, 2000), froganes.com (September 4, 2000), froganz.com (October 10, 2000), froganz.net (February 24, 2009), froganz.org (February 24, 2009), frogasn.com (September 9, 2000), frogens.com (July 31, 2000), froggans.com (September 4, 2000), frognas.com (October 21, 2005), frogns.com (October 11, 2005), frogoans.com (January 11, 2011), frogons.com (July 31, 2000), frograns.com (August 10, 2001), froguan.com (September 4, 2000), froguane.com (September 4, 2000), froguanes.com (September 4, 2000), froguans.com (September 4, 2000), frogun.com (July 31, 2000), froguns.com (July 31, 2000), froogans.com (September 4, 2000), frrogans.com (September 4, 2000), froganns.com (September 4, 2000), rfrogans.com (October 21, 2005).

- Derived domain names: dotfrogans.com (October 23, 2009), dotfrogans.net (October 23, 2009), dotfrogans.org (October 23, 2009), downloadfrogans.com (August 22, 2006), fondation-frogans.com (November 1, 2010), fondation-frogans.net (November 1, 2010), fondation-frogans.org (November 1, 2010), fondationfrogans.com (November 1, 2010), fondationfrogans.net (November 1, 2010), fondationfrogans.org (November 1, 2010), frogans-consortium.com (April 9, 2009), frogans-consortium.net (April 9, 2009), frogans-consortium.org (April 9, 2009), frogans-day.com (October 14, 2004), frogans-day.net (October 14, 2004), frogans-day.org (October 14, 2004), frogans-direct.com (December 11, 2007), frogans-direct.net (December 11, 2007), frogans-direct.org (December 11, 2007), frogans-foundation.com

(April 9, 2009), frogans-foundation.net (April 9, 2009), frogans-foundation.org (April 9, 2009), frogans-player.com (December 29, 2005), frogans-star.com (May 21, 2010), frogans-star.net (May 21, 2010), frogans-star.org (May 21, 2010), frogans-test.net (April 6, 2004), frogansaddress.com (September 4, 2010), frogansaddresses.com (September 4, 2010), frogansapp.com (July 30, 2009), frogansapp.net (July 30, 2009), frogansapp.org (July 30, 2009), frogansapplication.com (July 30, 2009), frogansapplication.net (July 30, 2009), frogansapplication.org (July 30, 2009), frogansapplications.com (July 30, 2009), frogansapplications.net (July 30, 2009), frogansapplications.org (July 30, 2009), frogansapps.com (July 30, 2009), frogansapps.net (July 30, 2009), frogansapps.org (July 30, 2009), frogansbrowser.com (June 29, 2007), frogansbrowser.net (June 29, 2007), frogansbrowser.org (June 29, 2007), froganscommunity.com (February 27, 2002), frogansconsortium.com (April 9, 2009), frogansconsortium.net (April 9, 2009), frogansconsortium.org (April 9, 2009), frogansday.com (October 14, 2004), frogansday.net (October 14, 2004), frogansday.org (October 14, 2004), frogansdeveloper.com (January 11, 2011), frogansdeveloper.net (January 11, 2011), frogansdeveloper.org (January 11, 2011), frogansdevelopers.com (January 11, 2011), frogansdevelopers.net (January 11, 2011), frogansdevelopers.org (January 11, 2011), frogansdirect.com (December 11, 2007), frogansdirect.net (December 11, 2007), frogansdirect.org (December 11, 2007), frogansdirectory.com (September 4, 2000), froganseditor.com (May 1, 2008), froganseditor.net (May 1, 2008), froganseditor.org (May 1, 2008), froganseyes.com (October 16, 2007), froganseyes.net (October 16, 2007), froganseyes.org (October 16, 2007), frogansforeveryone.com (August 28, 2006), frogansforeveryone.net (August 28, 2006), frogansforeveryone.org (August 28, 2006), frogansforum.com (February 27, 2002), frogansfoundation.com (April 9, 2009), frogansfoundation.net (April 9, 2009), frogansfoundation.org (April 9, 2009), frogansfriendly.com (August 22, 2006), frogansfriendly.net (August 22, 2006), frogansfriendly.org (August 22, 2006), frogansland.com (December 29, 2005), frogansland.net (December 29, 2005), frogansland.org (December 29, 2005), froganslanguage.com (January 11, 2011), froganslanguage.net (January 11, 2011), froganslanguage.org (January 11, 2011), froganslayer.com (February 27, 2002), frogansnavigator.com (August 22, 2006), frogansnetwork.com (September 4, 2000), frogansnetworksystem.com (September 4, 2000), frogansnetworksystem.net (October 16, 2000), frogansnetworksystem.org (October 16, 2000), frogansolution.com (January 11, 2011), frogansolution.net (January 11, 2011), frogansolution.org (January 11, 2011), frogansphere.com (July 17, 2007), frogansphere.net (July 17, 2007), frogansphere.org (July 17, 2007), frogansplayer.com (September 4, 2000), frogansplayer.info (January 11, 2011), frogansplayer.me (January 11, 2011), frogansplayer.mobi (January 11, 2011), frogansplayer.net (January 11, 2011), frogansplayer.org (January 11, 2011), frogansplayer.tv (January 11, 2011), froganspublisher.com (September 4, 2000), frogansregistration.com (September 4, 2000), frogansss.com (September 4, 2000), froganssearch.com (August 22, 2006), froganssphere.com (October 16, 2007), froganssphere.net (October 16, 2007), froganssphere.org (October 16, 2007), frogansstar.com (September 4, 2000), frogansstar.net (May 21, 2010), frogansstar.org (May 21, 2010), froganstar.com (May 21, 2010), froganstar.net (May 21, 2010), froganstar.org (May 21, 2010), froganstechnology.com (August 22, 2006), froganstechnology.net (August 22, 2006), froganstechnology.org (August 22, 2006), froganstutorial.com (January 11, 2011), froganstutorial.net (January 11, 2011), froganstutorial.org (January 11, 2011), get-frogans.com (September 30, 2010), get-frogans.net (September 30, 2010), get-frogans.org (September 30, 2010), get-frogansplayer.com (September 30, 2010), get-frogansplayer.net (September 30, 2010), get-frogansplayer.org (September 30, 2010), getfrogans.com (September 30, 2010), getfrogans.net (September 30, 2010), getfrogans.org (September 30, 2010), getfrogansplayer.com (September 30, 2010),

getfrogansplayer.net (September 30, 2010), getfrogansplayer.org (September 30, 2010), mainfrogansnetwork.com (August 22, 2006), mainfrogansnetwork.net (August 22, 2006), mainfrogansnetwork.org (August 22, 2006), myfrogans.com (September 4, 2000), publicfrogansnetwork.com (July 19, 2011), publicfrogansnetwork.net (July 19, 2011), publicfrogansnetwork.org (July 19, 2011), spreadfrogans.com (January 20, 2005), spreadfrogans.net (January 20, 2005), spreadfrogans.org (January 20, 2005), www-frogans.com (March 12, 2010), www-frogans.net (March 12, 2010), www-frogans.org (March 12, 2010), wwwfrogans.com (May 1, 2008), wwwfrogans.net (May 1, 2008), wwwfrogans.org (May 1, 2008), leaptofrogans.com (January 9, 2002), leaptofrogans.net (January 9, 2002), leaptofrogans.org (January 9, 2002).

- Similar domain names: froganeyes.com (May 8, 2007), froganeyes.net (May 8, 2007), froganeyes.org (May 8, 2007), froganize.com (September 4, 2000), froganizer.com (March 12, 2010), froganizer.net (March 12, 2010), froganizer.org (March 12, 2010), froganplayer.com (January 11, 2011), froganplayer.net (January 11, 2011), froganplayer.org (January 11, 2011), myfrogan.com (January 11, 2011).

#### D2. Domain names associated with the “FSDL” trademark

- Identical domain names: fsdl.asia (May 9, 2008), fsdl.asia.com (June 29, 2008), fsdl.biz (March 5, 2002), fsdl.co (July 20, 2010), fsdl.eu (June 7, 2006), fsdl.info (March 5, 2002), fsdl.mobi (October 11, 2006), fsdl.name (June 7, 2006), fsdl.net (March 1, 2001), fsdl.us (January 29, 2009).
- Derived domain names: fsdlvalidator.com (August 22, 2006), fsdlvalidator.info (May 1, 2008), fsdlvalidator.net (May 1, 2008), fsdlvalidator.org (May 1, 2008).

#### D3. Domain names associated with the “FNSL” trademark

- Identical domain names: fnsl.asia (May 9, 2008), fnsl.asia.com (June 29, 2008), fnsl.biz (June 7, 2006), fnsl.co (July 20, 2010), fnsl.eu (June 7, 2006), fnsl.fr (June 8, 2006), fnsl.info (June 7, 2006), fnsl.mobi (October 11, 2006), fnsl.name (June 7, 2006), fnsl.org (October 16, 2003).

#### D4. Domain names associated with the “OP3FT” trademark

- Identical domain names: op3ft.asia (October 31, 2011), op3ft.com (November 22, 2010), op3ft.eu (October 31, 2011), op3ft.fr (October 31, 2011), op3ft.info (October 31, 2011), op3ft.net (November 22, 2010), op3ft.org (November 22, 2010).
- Domain names with typographical errors: 03pft.com (November 22, 2010), 03pft.net (November 22, 2010), 03pft.org (November 22, 2010), 0p3ft.com (November 22, 2010), 0p3ft.net (November 22, 2010), 0p3ft.org (November 22, 2010), o3pft.com (November 22, 2010), o3pft.net (November 22, 2010), o3pft.org (November 22, 2010), op3tf.com (November 22, 2010), op3tf.fr (November 22, 2010), op3tf.net (November 22, 2010), op3tf.org (November 22, 2010), oppft.com (November 22, 2010), oppft.net (November 22, 2010), oppft.org (November 22, 2010), opppft.com (November 22, 2010), opppft.net (November 22, 2010), opppft.org (November 22, 2010).

#### D5. Other domain names associated with the Frogans technology

- Domain names: anewinternetlayer.com (January 11, 2011), anewinternetlayer.net (January 11, 2011), anewinternetlayer.org (January 11, 2011), anewlayer.com

(September 13, 2000), anewlayer.info (January 11, 2011), anewlayer.net (January 11, 2011), anewlayer.org (January 11, 2011), fnoc.co (August 13, 2010), fnoc.info (August 13, 2010), fnoc.net (August 13, 2010), leapout.net (April 24, 2003), leapout.org (April 24, 2003), mynetwork-star.com (May 21, 2010), mynetworkstar.com (May 21, 2010), network-star.net (May 21, 2010), network-star.org (May 21, 2010), networkstar.mobi (May 21, 2010), parallelsurf.com (March 1, 2001), parallelsurfing.com (March 1, 2001), specificdomainname.com (May 2, 2011), specificdomainname.net (May 2, 2011), specificdomainname.org (May 2, 2011), tcx14.com (January 14, 2002), tcx14.net (January 14, 2002), tcx14.org (January 14, 2002), thenetwork-star.com (May 21, 2010), thenetworkstar.com (May 21, 2010).

The General Meeting authorizes the Chairman of the Board of Directors to sign every instrument required for the creation of the *Fonds de Dotation* OP3FT and for the legal transfer of the assets granted free of charge and irrevocably as the initial endowment.

The General Meeting approves the draft delegation agreement between the *Fonds de Dotation* OP3FT and the Company for the commercial and technical operation of addressing services provided by the Company, subject to minor amendments that do not change the economy of the contract.

The General Meeting authorizes the Chairman of the Board of Directors to sign this delegation agreement with the *Fonds de Dotation* OP3FT after the publication of its creation on the *Journal Officiel* of the French Republic.

The General Meeting acknowledges the broad consultation conducted by the Board of Directors and the numerous opinions collected up until the day before its meeting that led to the improvement of the draft, and thanks the Directors for their involvement.

The General Meeting decides to remove the trade name Frogans from the Company, so that the latter be identified solely by its company name, as from the date of creation of the *Fonds de Dotation* OP3FT.

## **ANNEX 3: PRESENTATION OF THE AMENDMENT TO THE OP3FT BYLAWS AS OF JULY 28, 2016**

[ *Translator's note: The details listed in this Annex relate to the amendment to the French version of the Bylaws* ]

The original OP3FT Bylaws dated February 17 2012, filed with the *Préfecture de Paris* on February 21, 2012 and published in the *Journal Officiel des Associations et Fondations d'Entreprise* of the French Republic (JOAFE no. 11) on March 17, 2012 under number 1540, were modified in accordance with a decision taken by the Board of Directors of the OP3FT on July 28, 2016.

This amendment to the Bylaws does not cover the purpose of the OP3FT.

This amendment to the Bylaws covers:

- Preamble
  - added a clause introducing this amendment to the Bylaws
- Article 5. Work
  - amended a clause so as to remove the reference to the domain name "fcr.frogans.net" which became obsolete when ICANN granted the TLD ".frogans" to the OP3FT and it went live in 2014
- Article 6. Composition
  - amended a clause so as to introduce the document titled "Director's Annual Statement"
- Article 9. Initial Directors
  - amended a clause so as to extend to nine years, instead of five years, the transition period concerning the two Inventors of the Frogans technology, due to the fact that the opening of the FCR to Internet users (initially planned for the end of 2012) was delayed for four years
- Article 10. Meetings
  - amended two clauses so as to mention the approval of the Annual Financial Statement and the Activity Report
- Article 11. Deliberations
  - added a clause and amended a clause so as to clarify the time period for approval and publication of the minutes of decisions of the Board of Directors
- Article 12. Amendments to the Bylaws
  - added a clause so as to prevent the amendment of the clauses of Article 15 of these Bylaws covering the non-expendability and inalienability of the properties and rights composing the OP3FT's endowment and related to the Frogans technology
  - added a clause so as to present the amendments to the Bylaws in a new annex, and so as to publish a document highlighting differences with the previous Bylaws
- Article 13. Public Consultation
  - amended five clauses so as to clarify steps of the procedure
  - added a clause so as to introduce the archiving of public consultation Web pages

- Article 15. Non-expendability and Inalienability
  - amended the title and the first two clauses, and added a third clause so as to clarify the inalienable nature of the OP3FT's endowment
  - added two supplementary clauses so as to protect the non-expendable nature and the inalienable nature of the properties and rights composing the OP3FT's endowment and related to the Frogans technology
- Article 17. Increase of the Endowment
  - amended a clause so as to mention local branches of the OP3FT
  - amended a clause so as to indicate the inalienable nature of the OP3FT's endowment
- Article 22. Use of resources
  - added a clause and amended a clause so as to introduce local branches of the OP3FT
- Article 23. Annual Financial Statement
  - added a clause so as to clarify the finalization date and the approval date of the Annual Financial Statement
  - amended a clause so as to clarify the time period before publication of the Annual Financial Statement
- Article 24 : Activity Report
  - added a clause so as to clarify the finalization date and the approval date of the Activity Report
  - amended a clause so as to clarify the time period before publication of the Activity Report
- Article 27. Dissolution
  - added a clause so as to protect the non-expendable nature and the inalienable nature of the properties and rights composing the OP3FT's endowment and related to the Frogans technology
- Annex 3. Presentation of the Amendment to the Bylaws as of July 28, 2016
  - added this annex

Minor changes to wording and typographic corrections have been made to the Preamble and the following articles: Article 5, Article 6, Article 8, Article 10, Article 12, Article 13, Article 14, Article 15, Article 17, Article 22, Article 23, Article 24 and Article 26.



## ANNEX 4: PRESENTATION OF THE AMENDMENT TO THE OP3FT BYLAWS AS OF JANUARY 16, 2021

[ *Translator's note: The details listed in this Annex relate to the amendment to the French version of the Bylaws* ]

The OP3FT Bylaws dated July 28, 2016 were modified in accordance with a decision taken by the Board of Directors of the OP3FT on January 16, 2021.

This amendment to the Bylaws does not cover the purpose of the OP3FT.

This amendment to the Bylaws covers:

- Preamble
  - added three introductory paragraphs in italics relative to the end of the Founder's role as the Frogans Core Registry Operator
  - amended six clauses so as to introduce the term "medium"
  - amended two clauses so as to emphasize the format of Frogans slides
  - amended four clauses so as to present Frogans networks
  - amended a clause so as to mention that the OP3FT is a dedicated standards developing organization
  - amended a clause introducing this amendment to the Bylaws
- Article 5. Work
  - amended two clauses so as to take into account the presentation of Frogans networks
  - amended a clause so as to mention that the domain name used for releasing the Frogans Player software is "get.frogans"
  - amended a clause so as to introduce the term "medium"
  - amended a clause so as to introduce the "leaptofrogans" URI scheme
- Article 9. Initial Directors
  - amended a clause so as to extend the maximum transition period during which the two Inventors of the Frogans technology may continue carrying out their duties as managers of the Frogans Core Registry Operator and be among its shareholders
- Article 10. Meetings
  - amended a clause so as to refer more generally to French legal provisions as regards the Directors' physical presence
- Article 12. Amendments to the Bylaws
  - amended a clause so as to extend the period during which the two Inventors of the Frogans technology have the right to veto Board decisions covering an amendment to the Bylaws
- Article 18. Investment Committee
  - amended a clause so as to enable Investment Committee members to be reappointed more than once, by periods of three years

- Article 22. Use of Resources
  - amended a clause so as not to restrict cases enabling the creation of a local branch of the OP3FT in a form other than a non-profit organization
    - added a clause so as to mention that the local branches of the OP3FT are created by OP3FT Branches
  - amended a clause so as to enable the OP3FT to retain its unused resources during a period of three years instead of one year
- Annex 4. Presentation of the Amendment to the Bylaws as of January 16, 2021
  - added this annex

Minor changes to wording and typographic corrections have been made to the Preamble, Annex 3 and the following articles: Article 5, Article 10, Article 11 and Article 27.