

ADDENDUM A TO THE GENIVI BYLAWS

GENIVI INTELLECTUAL PROPERTY RIGHTS POLICY

SECTION 1 DEFINITIONS

The following definitions shall apply to this Intellectual Property Rights Policy. Any undefined capitalized term used herein shall have the meaning set forth in the GENIVI Alliance Bylaws (“Bylaws”) and shall be deemed incorporated herein by reference as if fully set forth below.

(a) **“Compliant Portion”** means only those specific portions of products (hardware, software or combinations thereof) that: (i) implement and are compliant with all relevant portions of a Final Specification, and (ii) are within the bounds of the Scope.

(b) **“Code Contribution”** means a submission by a Participant proposing an initial base of Genivi Development Code or an addition to or modification of Genivi Development Code provided that the submission is (i) in source or object code format submitted or uploaded to the code repository established by the Alliance and (ii) accompanied by a License Review document.

(c) **“Contribution”** and **“Contributed”** means a submission by a Participant proposing an addition to or modification only of a Draft Specification or portion thereof, or an existing Final Specification or portion thereof, provided that the submission is either (i) submitted in writing (including a writing in electronic medium) or (ii) stated orally, memorialized with specificity in the written minutes of a meeting, and attributed in the meeting minutes to the submitting Participant, provided that the minutes are promptly provided to the individual representing the submitting Participant, unless the submitting Participant withdraws its submission in writing as soon as practicable and in any event, no later than forty-five (45) days of receipt of such written minutes.

(d) **“Draft Specification”** means a document in development or under consideration for adoption as a Final Specification that has not been adopted or approved by the Alliance in accordance with Section 2 hereof.

(e) **“Final Specification”** means any document, including any updates or revisions, approved as an GENIVI Final Specification by the Board of Directors in accordance with Section 2 hereof that is a (i) technical specification, (ii) test specification, or (iii) test plan or certification program embodying technical requirements, interoperability requirements, conditions, protocols, testing policies and testing procedures.

(f) **“Genivi Development Code”** means any software in any form that is developed, created, modified by a working group, or contributed by a Participant that has not been adopted by the Alliance in accordance with Section 2 hereof.

(g) **“Genivi Code”** means any Genivi Development Code, including any updates or revisions, approved as Genivi Code by the Board of Directors in accordance with Section 2 hereof.

(h) **“License Review”** means a collection of Contributed Code and information from any Participant confirming that the Code Contribution complies with the licensing criteria defined by the Technical Council and approval by the Board of Directors.

(i) **“Necessary Claims”** means those claims of all patents and published patent applications, other than design patents and design registrations, throughout the world which a Participant or its Affiliates has the right, any time during the term of the Alliance, to grant licenses of the nature agreed to be granted herein without such grant resulting in payment of royalties or other consideration to third parties (except for payments to Affiliates or employees), which claims are necessarily infringed by compliance with the express terms of a Final Specification adopted and approved for release by the Alliance and which are within the bounds of the Scope, where such infringement could not have been avoided by another commercially reasonable non infringing implementation of such Final Specification. Necessary Claims do not include any claims other than those set forth above even if contained in the same patent as Necessary Claims.

(j) **“Reference Implementation”** means any Final Specification, Genivi Code, or third party code or specification, or collection thereof, made available by the Alliance for download by Participants and non-Participants, pursuant to the approval process in section 2(c). The Reference Implementation may contain material owned or created by the Alliance as well as material owned and controlled by a third party.

(k) **“Scope”** means those portions of a software architecture and those protocols, data structures, debug messages, application program interfaces and commands solely to the extent disclosed with particularity in a Final Specification and solely for Automotive Applications that are specifically required to enable IVI systems to interoperate with an underlying operating system, software applications and devices (e.g., consumer electronics, telephony, internet and computing, video, audio and navigation devices). Notwithstanding the foregoing, the Scope shall not include: (i) any technology that may be necessary to develop, design, manufacture, sell or use any product or portion thereof that complies with the Final Specification but is not expressly set forth in a Final Specification (examples of such technologies include without limitation semiconductor manufacturing technology, compiler technology, object oriented technology, operating system technology); or (ii) the implementation or use of other published specifications developed elsewhere but referred to in the body of the Final Specification, (iii) portion of any product or any combination of products (or portions of products) that are not required for compliance with the Final Specification or (iv) any hardware, circuit design, processor architecture/microarchitecture, processor or core intercommunication, bus technology, basic operating system technology, graphics and video technology specifically in hardware, power management technology specifically in hardware, security technology, memory management technology, multiple

input multiple output (MIMO) technology, or memory interface technology. The Scope shall include only architectural and interconnection requirements of the Final Specification and shall not include any implementation examples contained in the Final Specification unless the Final Specification expressly states that such implementation examples are to be included within the Scope of the limited patent license.

SECTION 2: APPROVAL OF DRAFT SPECIFICATIONS, GENIVI DEVELOPMENT CODE, AND REFERENCE IMPLEMENTATIONS

(a) **Draft Specification Approval.** The Technical Council to be chartered by the board of directors or a Working Group thereof shall have the responsibility for drafting and developing Draft Specifications, as defined in Section 1(d), above. At such time as the Technical Council or a working group thereof reasonably believes, in accordance with procedures to be developed for the Technical Council, that it is ready to be considered as a Final Specification by the Board of Directors, the chairman of the Technical Council shall notify the Executive Director who shall forward the Draft Specification to all Founding Charter Members, Charter Members and Core Members for review and comment for a period not to exceed twenty one (21) days (“Review and Comment Period”). If there are no comments, the Board of Directors will vote on whether to adopt the Draft Specification as a Final Specification. If comments are provided that could delay the adoption, then the Draft Specification shall be returned to the Technical Council for a period not to exceed 14 days for consideration and/or integration of such comments. At the end of the 14 day period, the Draft Specification shall be returned to the Board of Directors to vote on whether to adopt such Draft Specification. If the Board of Directors votes to adopt the Draft Specification it shall become a Final Specification of the Alliance. The Board of Directors may, in its sole discretion, elect to conduct a patent review on the Draft Specification prior to considering the Draft Specification. If the Board of Directors does not approve such Draft Specification after the 14 day review period, then the Draft Specification will be sent back to the Technical Council and the Technical Council will submit a revised work plan and timeline to the Board of Directors to address the issues in the Draft Specification.

(b) **Genivi Development Code Approval.** A Technical Council to be chartered by the Board of Directors or a Working Group thereof shall have the responsibility for developing Genivi Development Code, as defined in Section 1(e), above. At such time as the Technical Council or a working group thereof reasonably believes, in accordance with procedures to be developed for the Technical Council, that the Genivi Development Code ready to be considered Genivi Code by the Board of Directors, the chairman of the Technical Council shall notify the Executive Director who shall forward the Genivi Development Code and the **License Review** to all Founding Charter Members, Charter Members and Core Members for review and comment for a period not to exceed twenty one (21) days (“Review and Comment Period”). If there are no comments, the Board of Directors will vote on whether to adopt the Genivi Development Code as Genivi Code. If comments are provided that could delay the adoption, then the Genivi Development Code shall be returned to the Technical Council for a period not to exceed 14 days for consideration and/or integration of such comments.

At the end of the 14 day period, the Genivi Development Code shall be returned to the Board of Directors to vote for adoption. If the Board of Directors votes to adopt the Genivi Development Code it shall become Genivi Code. If the Board of Directors does not approve the Genivi Development Code after the 14 day review period, then the Genivi Development Code will be sent back to the Technical Council and the Technical Council will submit a revised work plan and timeline to the Board of Directors to address the issues in the Genivi Development Code.

(c) **Approval of the Reference Implementation.** The Technical Council to be chartered by the Board of Directors or a Working Group thereof shall have the responsibility for proposing or developing a Reference Implementation, as defined in Section 1(f), above. At such time as the Technical Council or a Working Group reasonably believes, in accordance with procedures to be developed for the Technical Council, that they feel a Reference Implementation is ready for publication and licensing by the Board of Directors, the chairman of the Technical Council or Working Group shall notify the Executive Director who shall forward the Reference Implementation and the proposed licenses to the Founding Charter Members, Charter Members, and Core Members for review and comment for a period not to exceed twenty one (21) business days (“Review and Comment Period”). If there are no comments, the Board of Directors will vote on whether to adopt the Reference Implementation for publication and licensing. If comments are provided that could delay the adoption, then the Reference Implementation shall be returned to the Technical Council for a period not to exceed 14 business days for consideration and/or integration of such comments. At the end of the 14 business day period, the Reference Implementation shall be returned to the Board of Directors to vote on whether to adopt. If the Board of Directors does not approve such Reference Implementation after the 14 business day review period, then the Reference Implementation will be sent back to the Technical Council and the Technical Council will submit a revised work plan and timeline to the Board of Directors to address the issues in the Reference Implementation.

SECTION 3: LICENSING OF INTELLECTUAL PROPERTY RIGHTS

(a) **Patent License for Final Specifications.** When the Participant or its Affiliate makes a Contribution to a Draft Specification which is adopted by the Alliance as a Final Specification of the Alliance, including revisions to a Final Specification the Participant and its Affiliates hereby agree to grant to any other Participant and its Affiliates under royalty free and other reasonable terms and conditions that are demonstrably free of any unfair discrimination, a nonexclusive, nontransferable, irrevocable (except upon breach by licensee), worldwide license (without compensation) under its Necessary Claims to allow such Participants to make, have made, use, import, offer to sell, lease, sell and otherwise distribute Compliant Portions, provided that such agreement to license shall not extend to any part or function of a product in which a Compliant Portion is incorporated that is not itself part of the Compliant Portion. Each Participant agrees that it will not transfer, and has not transferred, patents having Necessary Claims for the purpose of circumventing this Section 3.

(b) **Reciprocity.** The provisions of Section 3(a) concerning the grant of patent licenses between Participants and their Affiliates shall not be effective as to any other Participant or that other Participant's Affiliates, if that Participant or its Affiliates do not, in fact and practice, make the patent license grant of Section 3(a) available to the other Participants and their Affiliates.

(c) **Retention of Rights.** Nothing contained in this Section 3 shall be deemed as requiring a Participant or its Affiliates to grant or withhold any license or sublicense of an individual Participant's or Affiliates patents containing Necessary Claims to non-Participants on such terms as the Participant or its Affiliates may determine.

(d) **No Other License.** The Participants and their Affiliates agree no license, immunity or other right is granted under these Bylaws by any Participant or its Affiliates to any other Participants or their Affiliates or to the Alliance, either directly or by implication, estoppel or otherwise, other than the agreements to grant licenses expressly set forth in this Section 3.

(e) **Transfer of Necessary Claims.** Any transfer by a Participant or its Affiliates to an unaffiliated third party of a patent having Necessary Claims shall be subject to the terms and conditions of this Intellectual Property Rights Policy. A Participant may choose the manner in which it complies with this Section, provided that any agreement for transferring or assigning Necessary Claims includes a provision that such transfer or assignment is subject to existing licenses and obligations to license imposed on the Participant by standards bodies, specification development organizations, or similar organizations (or language of similar import).

(f) **Copyrights License to Participants and Affiliates for a Final Specification.** Each Participant and its Affiliates hereby grants to the Alliance and each other Participant and its Affiliates a worldwide, irrevocable, non-exclusive, non-transferable (except as otherwise provided in the Bylaws) sub-licensable, royalty-free copyright license to reproduce, create derivative works of, distribute, display, and perform the Contributions of the Participants solely for the purposes of developing, publishing, and distributing (i) Final Specifications; and (ii) products incorporating Compliant Portions based on such Final Specifications. Subject to the Participant's copyright ownership in their Contributions, the Alliance shall own all right, title, and interest in the compilation of Contributions forming the Final Specifications and related works. Upon the release of a Final Specification, the Alliance grants and agrees to grant each Participant and their Affiliates a worldwide, non-exclusive, royalty-free copyright license to reproduce, distribute and display such Contributions as reasonably necessary to implement such Final Specification. This Section 3(f) shall survive any withdrawal from membership of a contributing Participant.

(g) **Copyright License to Non-Participants for a Final Specification.** The Alliance grants to non-Participants a worldwide, non-exclusive, non-transferable (except as otherwise provided in the Bylaws), royalty-free copyright license to publicly display a Final Specification solely for the purpose of end users reviewing Final Specifications internally without rights to develop against the Final Specifications.

(h) **License to Genivi Code.** Genivi Code shall be subject to an out-bound license approved by the Board of Directors prior to the start of a Technical Council or Work Group approved by the Board of Directors. The Genivi Code may be provided to Participants and their Affiliates or non-Participants, depending on the terms of the out-bound license, for the purpose of developing Genivi compliant or supported products. The terms of the out-bound license will be approved the Board of Directors along with the charter and timeline for a proposed Technical Council and Work Group. The terms of the out-bound license must be approved before any Code Contributions are made. Any use of code owned by a non-Participant and the license terms associated with that code must be included in the proposal and approved by the Board of Directors.

(i) **License to Code Contributions in Genivi Development Code.** Any Code Contribution to Genivi Development Code will be subject to the agreement of an in-bound license proposed at the start of a Technical Council or Work Group and approved by the Board of Directors. The terms of the in-bound license will be provided to the Board of Directors for approval along with the charter and timeline for a proposed Technical Council and Work Group. The terms of such in-bound license agreement shall be sufficient to ensure that the Code Contribution can be incorporated, in whole or in part, into Genivi Development Code and published or distributed by the Alliance under the terms of Section 3(i). The Participants and their Affiliates who provided a Code Contribution to Genivi Development Code are required to represent that they have the authority to provide such Code Contribution and that, to their knowledge; the Code Contribution does not infringe the copyrights, patents, or trade secrets of any person or entity.

(j) **License to Reference Implementation.** Licenses will be granted in accordance with the material provided and licensed in Sections 3(a), 3(h) and 3(i) and approved by the Board of Directors. Any code, specifications, or other material owned or controlled by a third party that the Alliance will publish, reference or distribute will be subject to the terms of the license of that third party.

SECTION 4: TRADEMARKS

In the event that the Alliance proposes to adopt any other name or logo as a trademark or trade name (collectively, “**Trademarks**”), the Alliance shall notify the Participants in writing (including a writing in electronic medium) of the proposal within forty five (45) days of such adoption. The Alliance shall take such steps as the Board of Directors deems necessary and proper to protect its rights under such Trademarks adopted for use by the Alliance. In furtherance thereof, the Board of Directors shall establish and disseminate reasonable conditions and procedures for the licensing and use of such Trademarks, demonstrably free of any unfair discrimination among the Participants. Each Participant agrees that unless it provides written notice to the Executive Director of that Participant’s challenge to the proposed Trademark prior to its adoption by the Board of Directors, then the Participant and its Affiliates shall not assert against the Alliance or any Participant any trademark or trade name rights they may have or thereafter possess in the proposed Trademarks. Each Participant agrees not to use or

adopt any trademarks for any product, service, guideline or specification likely to cause confusion with any of the Trademarks adopted by the Alliance, unless agreed by the Board of Directors.

SECTION 5 SURVIVAL OF AGREEMENT TO GRANT LICENSE

Notwithstanding the dissolution of the Alliance or a Participant's termination of membership, a Participant's agreement to grant a license as provided in Section 3 above, shall remain in full force and effect for: (a) any Necessary Claim to a Contribution made by such Participant or any obligation for a Contribution or Code Contribution that becomes part of the particular version of any Final Specification or Genivi Code for which the Contribution or Code Contribution was made, and (b) any Necessary Claim to a Contribution that has become part of a Final Specification or obligation for a Code Contribution to Genivi Code that has been finally adopted by the Alliance prior to the effective date of the Participant's termination or expiration of membership. Notwithstanding the generality of the foregoing, the obligations set forth in (a) and (b) above will additionally survive to the extent such Necessary Claims or obligations are both: (i) necessary for future Final Specifications or Genivi Code to be backwards compatible with the prior Final Specifications or Genivi Code (i.e., designed to fully interoperate, communicate or connect with or to products that comply with the prior Final Specification); and (ii) used in a substantially similar manner and to a substantially similar extent with a substantially similar result as the same Necessary Claims or obligations were used in a prior Final Specification or Genivi Code for which the Participant is obligated to grant licenses. Except as set forth in this Section 5, a withdrawn, terminated or former Participant shall not be subject to any additional obligation to license its Necessary Claims or obligations in Genivi Code. Further, for the purposes of this section, an Affiliate of a Participant that ceases to be an Affiliate of such Participant will be considered a withdrawn Participant under this section at the time such Affiliate ceases to be an Affiliate of such Participant.

SECTION 6: EXCEPTION IN THE EVENT OF NONCOMPLIANCE

The agreement to license, which survives under Section 5, shall terminate completely as to any Final Specification which is not within the Scope that was in effect prior to the effective date of the Participant's termination or expiration of membership, or prior to the effective date of dissolution of the Alliance.

SECTION 7: INVENTION AGREEMENT

In regard to any inventions made by the Participants during any discussions about what would or has become the Final Specification of the Alliance, the Participants agree as follows:

- (a) Any Sole Invention shall be the sole property of the inventing Participant.
- (b) Any Joint Invention shall be jointly owned by the inventing Participant or Participants, title to all patents issued thereon shall be joint, all expenses (including those related to preparation, prosecution and maintenance) shall be

jointly shared (except as provided below), and each joint owner shall have the right to license third parties without accounting or reporting to the other joint owner(s) or requiring consent to license from other joint owners. Where one joint owner elects not to share equally in the expenses for an Invention, the other joint owner(s) shall have the right to seek or maintain such protection for such Invention at its or their own expense and shall have full control over its preparation, prosecution and maintenance, even though title to any issuing patent will be joint.

(c) Invention means that which is patentable under US law, made solely by one or more employees or contractors of one of the Participants (Sole Invention) or jointly by one or more employees or contractors of one of the Participants with one or more employees or contractors of at least one of the other Participants (Joint Invention), during and in the course of work on what is or becomes the Alliance's Final Specifications.

SECTION 8 CHOICE OF LAW

Any claim arising under or relating to this Intellectual Rights Policy shall be governed by the internal substantive laws of the State of Oregon, without regard to principles of conflict of laws.