



## **GENIVI Alliance Entity Contributor License Agreement**

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## **5. Consequential Damage Waiver**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL YOU OR US BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF ANTICIPATED SAVINGS, LOSS OF DATA, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL AND EXEMPLARY DAMAGES ARISING OUT OF THIS AGREEMENT REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.

## **6. Miscellaneous**

6.1 This Agreement will be governed by and construed in accordance with the laws of the State of Oregon, United States of America excluding its conflicts of law provisions. Under certain circumstances, the governing law in this section might be superseded by the United Nations Convention on Contracts for the International Sale of Goods ("UN Convention") and the parties intend to avoid the application of the UN Convention to this Agreement and, thus, exclude the application of the UN Convention in its entirety to this Agreement.

6.2 This Agreement sets out the entire agreement between You and Us for Your Contributions to Us and overrides all other agreements or understandings.

6.3 Subject to the Bylaws We may assign our rights and obligations under this Agreement to third parties.

6.4 The failure of either party to require performance by the other party of any provision of this Agreement in one situation shall not affect the right of a party to require such performance at any time in the future. A waiver of performance under a provision in one situation shall not be considered a waiver of the performance of the provision in the future or a waiver of the provision in its entirety.

6.5 If any provision of this Agreement is found void and unenforceable, such provision will be replaced to the extent possible with a provision that comes closest to the meaning of the original provision and which is enforceable. The terms and conditions set forth in this Agreement shall apply notwithstanding any failure of essential purpose of this Agreement or any limited remedy to the maximum extent possible under law.

**You**

Corporation name: \_\_\_\_\_

Corporation address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Point of Contact: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Please sign: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

**Us**

The GENIVI Alliance

Address: 2400 Camino Ramon, Ste. 375  
San Ramon, CA 94583  
USA

Please sign: \_\_\_\_\_ Date: \_\_\_\_\_

Title: Executive Director

**Employee Authorization**

The following individuals are authorized by You to Submit Contributions on Your behalf:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Email: \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Email: \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Email: \_\_\_\_\_

**You**

Corporation name: \_\_\_\_\_

Corporation address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Please sign: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_