

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, including any amendments thereto (“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, or by a non-Participant engaged by the Alliance for the express purpose of contributing code, 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 Contributor License Agreement.

(c) “**Contributor License Agreement**” means the form of agreement attached hereto as Exhibit 1. All terms and conditions governing Code Contributions are set forth in the Contributor License Agreement. In the event of any conflict between this Intellectual Property Rights Policy and the Contributor License Agreement, the terms and conditions of the Contributor License Agreement will prevail.

(d) “**Compliance Statement**” means a specification describing the mandatory and optional requirements for compliance with a Final Specification and the software components contained in the Genivi Code that implement those requirements.

(e) “**Component Statement**” means a specification describing the system architecture of Genivi Development Code, Genivi Code or a Reference Implementation and how the components of the system are connected to, and operate with, each other.

(f) “**Contribution**” and “**Contributed**” means a submission by a Participant proposing an addition to or modification 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.

(g) **“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.

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

(i) **“Genivi Development Code”** means any software code (whether in source or object code format) that is developed, created or modified by Teams or Groups within the Alliance, or is a Code Contribution, that has not been adopted by the Alliance in accordance with Section 2 hereof.

(j) **“Genivi Code”** means any Genivi Development Code, including any updates or revisions, approved as Genivi Code by the Board of Directors.

(k) **“Necessary Claims”** means those claims of all patents and patent applications, other than design patents and design registrations, throughout the world which a Participant has the right, now or at any future time, 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 employees), which claims are necessarily infringed by compliance with the express terms of a Final Specification or Reference Implementation 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 or Reference Implementation. Necessary Claims do not include any claims other than those set forth above even if contained in the same patent as Necessary Claims.

(l) **“Reference Implementation”** means any Final Specification or third party specification, or collection thereof, made available by the Alliance or Participants to Participants or 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 Participants or third parties.

(m) **“Scope”** means those portions of a software architecture and those protocols, data structures, debug messages, application program interfaces and commands disclosed with particularity in a Final Specification, or implemented through use of any Reference Implementation, 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 a 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); (ii) the implementation or use of other published specifications developed elsewhere but referred to in the body of the Final Specification; (iii) portions 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 AND REFERENCE IMPLEMENTATIONS

(a) **Draft Specification Approval.** Teams and Groups within the Alliance shall have the responsibility for drafting and developing Draft Specifications, as defined in Section 1(g), above. At such time as a Team or Group reasonably believes, in accordance with the Team Procedures or Group Procedures applicable to such Team or Group, that a Draft Specification is ready for adoption as a Final Specification by the Board of Directors, the Team Lead or Group Lead, as the case may be, shall notify the Executive Director, who shall forward the Draft Specification to all Participants 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 Team or Group that submitted the Draft Specification for a period not to exceed fourteen (14) days for consideration and/or integration of such comments. After that Team or Group has considered and/or integrated such comments, the Draft Specification shall be returned to the Board of Directors to vote on whether to adopt such Draft Specification as a Final 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, then the Draft Specification will be sent back to the Team or Group that submitted the Draft Specification and that Team or Group will submit a revised work plan and timeline to the Board of Directors to address the issues in the Draft Specification.

(b) **Approval of Reference Implementations.** Teams and Groups within the Alliance shall have the responsibility for proposing or developing Reference Implementations, as defined in Section 1(l), above. At such time as a Team or Group

reasonably believes, in accordance with the Team Procedures or Group Procedures applicable to such Team or Group, that a Reference Implementation is ready for publication, distribution and licensing by the Alliance, the Team Lead or Group Lead, as the case may be, shall notify the Executive Director, who shall forward the Reference Implementation and the proposed license terms to the 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 Reference Implementation for publication, distribution and licensing. If comments are provided that could delay the adoption, then the Reference Implementation shall be returned to the Team or Group that submitted the Reference Implementation for a period not to exceed fourteen (14) days for consideration and/or integration of such comments. After that Team or Group has considered and/or integrated such comments, the Reference Implementation shall be returned to the Board of Directors to vote on whether to adopt the Reference Implementation. If the Board of Directors does not approve such Reference Implementation, then the Reference Implementation will be sent back to the Team or Group that submitted the Reference Implementation and that Team or Group 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.** Upon adoption by the Alliance of any Final Specification, or any revisions thereto, each Participant hereby grants to the Alliance and all other Participants, under royalty free and other reasonable terms and conditions that are demonstrably free of any unfair discrimination, a non-exclusive, non-transferable, irrevocable (except upon breach by licensee), sublicenseable (through multiple tiers of sublicensees), worldwide license (without compensation) under its Necessary Claims to allow the Alliance and such other Participants to make, have made, use, import, offer to sell, lease, license, 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 shall not be effective as to any Participant that does not, in fact and practice, itself make the patent license grant of Section 3(a) available to all other Participants.

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

(d) **Transfer of Necessary Claims.** Any transfer by a Participant to an Affiliate or 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 3(d), 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).

(e) **Copyright License to Participants for a Final Specification.** Each Participant hereby grants to the Alliance and each other Participant a worldwide, irrevocable, non-exclusive, non-transferable (except as otherwise provided in the Bylaws), sub-licensable (through multiple tiers of sublicensees), 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, distributing and selling (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 hereby grants each Participant 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(e) shall survive any withdrawal from membership of a Participant.

(f) **Copyright License to Non-Participants for a Final Specification.** The Alliance shall have the right to grant 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.

(g) **Out-Bound License to Genivi Code.** Genivi Code shall be subject to the out-bound licensing guidelines approved by the Board of Directors. The Genivi Code may be provided to Participants or non-Participants, depending on the terms of the out-bound license, for the purpose of developing Genivi-compliant or supported products. Any use of code owned by a non-Participant and the license terms associated with that code must be disclosed to and approved by the Board of Directors.

(h) **In-Bound License to Code Contributions in Genivi Development Code.** All Code Contributions to Genivi Development Code shall be subject to the in-bound licensing guidelines approved by the Board of Directors. No Code Contribution will be accepted unless and until the contributing party has executed and provided to the Alliance a Contributor License Agreement expressly covering the contributed code.

(i) **License to Reference Implementation.** Licenses will be granted in accordance with the material provided and licensed in Sections 3(a), 3(g) and 3(h) and approved by the Board of Directors. Any specifications or other material owned or

controlled by a third party that the Alliance may publish, reference or distribute will be subject to the terms of the license of that third party.

(k) **No Other License.** The Participants agree that no license, assignment, immunity or other right is granted under these Bylaws by any Participant to any other Participants 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.

SECTION 4: TRADEMARKS

In the event that the Alliance proposes to adopt any other name or logo (other than the name and logo previously adopted by the Alliance) 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 shall not assert against the Alliance or any Participant any trademark or trade name rights it may have or thereafter possess in the proposed Trademarks. Each Participant agrees (a) 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; and (b) to abide by the Trademark Usage Guidelines approved by the Board of Directors and which may be amended by the Alliance from time to time.

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 associated with a Contribution that becomes part of any Final Specification or Reference Implementation for which the Contribution was made, and (b) any Necessary Claim to a Contribution that has become part of a Final Specification or Reference Implementation 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 subsections (a) and (b) above will additionally survive to the extent such Necessary Claims or obligations are both: (i) necessary for future Final Specifications or Reference Implementations to be backwards compatible with the prior Final Specifications or Reference Implementations (i.e., designed to fully interoperate, communicate or connect with or to products that comply with the prior Final Specifications); 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 Reference Implementation 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.

SECTION 6: EXCEPTION FOR MATTERS OUT-OF-SCOPE

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 a Final Specification or Reference Implementation 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 or Reference Implementation.

Notwithstanding the foregoing, all Inventions, whether Sole Inventions or Joint Inventions, shall be subject to Sections 3 and 5 of this Intellectual Property Rights Policy.

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.

**EXHIBIT 1 TO THE
GENIVI INTELLECTUAL PROPERTY RIGHTS POLICY**

GENIVI Alliance Entity Contributor License Agreement

Thank you for your interest in contributing to GENIVI Alliance ("We" or "Us").

This contributor agreement ("Agreement") documents the rights granted by contributors to Us. To make this document effective, please sign it and send it to Us by mail, email, fax, or electronic submission, following the instructions at <http://genivi.org/contribution>. The Contribution (as defined below) made under this Agreement may be used in more than one software project managed by Us ("Project").

1. Definitions

"You" means any Legal Entity on behalf of whom a Contribution has been received by Us. "Legal Entity" means an entity which is not a natural person. "Affiliates" means other Legal Entities that control, are controlled by, or under common control with that Legal Entity. For the purposes of this definition, "control" means (i) the power, direct or indirect, to cause the direction or management of such Legal Entity, whether by contract or otherwise, (ii) ownership of fifty percent (50%) or more of the outstanding shares or securities which vote to elect the management or other persons who direct such Legal Entity or (iii) beneficial ownership of such entity.

"Contribution" means any work of authorship that is Submitted by You to Us under the terms of this Agreement.

"Copyright" means the copyright, moral and neighboring rights, as appropriate, for the full term of their existence as defined by applicable law.

"Material" means the work of authorship which is made available by Us to third parties. After You Submit the Contribution, it may be included in the Material.

"Open Source License" means any license agreement that requires as a condition of use, modification or distribution that the Material (i) be disclosable or distributable in source-code form, (ii) be licensed inter alia for the purpose of making derivative works and (iii) be redistributable at no charge. Open Source Licenses include, without limitation: (a) the GNU General Public License v2 (GPL-2), (b) the GNU Library GPL v2.0 (LGPL-2) (c) the GNU Lesser GPL v2.1 (LGPL-2.1), (d) the Apache License 2.0 (Apache-2), (e) the MIT/X11 license (X11), the (f) BSD License (without advertising clause) and (g) the Creative Commons CC0 1.0 Universal License.

"Submit" means any form of electronic, or written communication sent to Us, including but not limited to electronic mailing lists, source code control systems, and issue tracking systems that are managed by, or on behalf of, Us for use in connection

with the Material, but excluding communication that is marked or otherwise designated in writing by You as "Not a Contribution."

"Submission Date" means the date on which You Submit a Contribution to Us.

2. Grant of Rights

2.1 Copyright License

(a) You retain ownership of the Copyright in Your Contribution and have the same rights to use or license the Contribution which You would have had without entering into the Agreement.

(b) To the maximum extent permitted by the relevant law, You grant to Us a perpetual, worldwide, non-exclusive, transferable, royalty-free, irrevocable license under the Copyright covering the Contribution, with the right to sublicense such rights through multiple tiers of sublicensees, to reproduce, modify, display, perform and distribute the Contribution as part of the Material; provided that this license is conditioned upon compliance with Section 2.3.

2.2 Patent License

For patent claims including, without limitation, method, process, and apparatus claims which You or Your Affiliates own, control or have the right to grant, now or in the future, You grant to Us a perpetual, worldwide, non-exclusive, transferable, royalty-free and reasonable and non-discriminatory, irrevocable patent license, with the right to sublicense these rights to multiple tiers of sublicensees, to make, have made, use, sell, offer for sale, import and otherwise transfer the Contribution. Your patent license only covers those claims licensable by You that are necessarily infringed by Your Contribution as Submitted on the Submission Date, alone, unmodified and not in combination with the Project. This license is conditioned upon compliance with Section 2.3.

2.3 Outbound License

As a condition on the grant of rights in Sections 2.1 and 2.2, We agree to license the Material only under the terms of one or more Open Source Licenses.

2.4 Moral Rights. If moral rights apply to the Contribution, to the maximum extent permitted by law, You waive and agree not to assert such moral rights against Us or our successors in interest, or any of our licensees, either direct or indirect.

2.5 Our Rights. You acknowledge that We are not obligated to use Your Contribution as part of the Material and that We may decide to include any Contribution We consider appropriate.

2.6 Reservation of Rights. Any rights not expressly assigned or licensed under this section are expressly reserved by You.

3. Agreement

You confirm that:

- (a) You have the legal authority to enter into this Agreement.
- (b) You or Your Affiliates have sufficient rights, under your Copyrights, covering the Contribution which are required to grant the rights under Section 2.

4. Disclaimer

THE CONTRIBUTION IS PROVIDED "AS IS". MORE PARTICULARLY, ALL EXPRESS OR IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT ARE EXPRESSLY DISCLAIMED BY YOU TO US AND BY US TO YOU. TO THE EXTENT THAT ANY SUCH WARRANTIES CANNOT BE DISCLAIMED, SUCH WARRANTY IS LIMITED IN DURATION TO THE MINIMUM PERIOD PERMITTED BY LAW.

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: _____