GENIVI Alliance Entity Contributor License Agreement

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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 Under certain circumstances, the governing law in this section might be superseded by the United Nations Convention on Contracts for the International Sale of Goods ("UN Convention") and the parties intend to avoid the application of the UN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:  __________________________________ Dat e: _______________
Name:   __________________________________
Title:         __________________________________