

## INTELLECTUAL PROPERTY RIGHTS AGREEMENT

This Intellectual Property Rights Agreement (the "Agreement") is entered into by and between the **Standards for Technology in Automotive Retail** ("STAR" or the "Corporation"), a 501(c)(6) Corporation, and the undersigned "Member" and through which both parties agree to be bound by the terms and conditions of this Agreement. This Agreement shall become effective on the date on which this Agreement is signed by the Member.

**Bylaws:** Because this Agreement references the Bylaws, the Bylaws of the Corporation, as existing on the effective date of this Agreement and as may be amended by STAR, are hereby incorporated by reference into this Agreement in their entirety.

**Proprietary Rights:** Member understands that the goal of the Corporation is to develop voluntary information technology (IT) standards in the retail automotive industry and improving the effectiveness, timeliness and competitiveness of the IT solutions needed within the retail automotive industry; the voluntary standards are to be placed in the public domain for the benefit of the industry participants, business partners and the general public. Member hereby acknowledges that any data elements, specifications, protocols components or other documents, material or information (collectively referred to as "Materials") provided to Corporation by Member participating in a standards development project of Corporation and identified by Member as proprietary Member property may be incorporated in whole or in part in to the project's standard with the prior written consent of Member. After providing such written consent Member will also be provided a review period of at least 30 days for the project's draft standards to ensure the content reflects the Materials that Member intended to contribute for the standard's development, and at the expiration of this period, the Materials remaining in the standard shall be considered "Offered Materials" unless Member has otherwise informed STAR to the contrary. "Offered Materials" shall mean those Materials that Member has provided to Corporation and Member has agreed that such Materials will be incorporated into a standard in accordance with the provisions of this agreement. Member hereby agrees that STAR may make use of the Offered Materials in its standards and Member further agrees that it will not assert against the Corporation, or any party using or implementing a STAR standard, any claim under Member's intellectual property of any nature based upon use (including, copying in any form, displaying, modifying any way, making, having made, selling, offering to sell and importing) of the Offered Materials to the extent necessary to implement a standard published by Corporation.

**Termination:** This Agreement may be terminated by Member at any time upon the giving of written notice to Corporation or by Corporation at any time with written notice to Member, however the terms of the "Proprietary Rights" paragraph above shall remain in effect for all Offered Materials provided to Corporation prior to the termination of this Agreement.

**Ownership of Intellectual Property:** Member acknowledges that Corporation is the sole owner or has the authority to use Offered Materials provided by Member, as well as utilize, license, or otherwise exploit, all standards, documents and written works that the Corporation produces, creates or has otherwise obtained (collectively referred to as the "Standards"). For purposes of clarification, this paragraph does not operate to transfer intellectual property rights from Member to Corporation. Member agrees not to use Corporation's trademarks, copyrighted material or other intellectual property, except for materials designated by Corporation as available in the public domain or as otherwise authorized under the Corporation's Bylaws or written STAR policies, without the express written permission of Corporation. Corporation agrees not to use Members' proprietary names, trademarks, copyrighted material or other intellectual property, including the use of the corporate logo of its Members without first securing the written permission of Member. Corporation is allowed to use the name of Member company for the purpose of identifying such member as a member of STAR and/or as contributor to a STAR publication.

**Warranty:** With respect to all Offered Materials, Member hereby warrants and represents that, to its reasonable knowledge, it possesses sufficient ownership rights, or other sufficient rights, in and to such property, work or information to support such grant to Corporation. Finally, the undersigned warrants that he/she has the power and authority to enter into this Agreement on behalf of Member, and to perform the obligations under this Agreement. As used herein the term "Member" shall include the corporation, business entity or organization that the undersigned is affiliated with or represents.

**Liability:** Member's total liability of any and all types, including but not limited to damages, costs and attorneys fees, related to this Agreement is limited to an aggregate amount equal to the amount of dues paid by Member during the twelve (12) months preceding the date on which the action (act or omission) that resulted in the liability was made by Member, whether or not Member's action was negligent or based on willful misconduct.

**Endorsement Prohibition:** No Member shall state or imply in any advertisement or other public communication that Corporation endorses, recommends or supports the use of its product, or state or imply that Corporation has determined that its product or service meets any recommended specifications. Member may state that its product or service supports the standards promulgated by Corporation.

**Notices:** Notices shall be sent to Member at the address that appears in the listing of Members maintained by Corporation. Notices sent to Corporation shall be to the headquarters address of Corporation as designated on the Contact Information page of Corporation's Internet web site.

**Entire Agreement/Waiver:** This Agreement, which incorporates the Bylaws of Corporation, and which may be posted on Corporation's Internet web site, constitutes the entire agreement among the parties with the respect to the subject matter hereof and supersedes all prior oral or written agreements, commitments or understandings with respect to such matters. Inconsistencies between this Agreement and the Bylaws of Corporation shall be resolved in favor of the Bylaws. Delay or failure to enforce any right, power or privilege under this Agreement shall not constitute a waiver or impairment of such right, power or privilege.



**Governing Law:** This Agreement, the rights and obligations of the parties hereto, and any claims or disputes relating thereto, shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, not including its choice-of-law rules.

**IN WITNESS WHEREOF, this Agreement is executed by the undersigned duly authorized representatives of the Member and the Corporation:**

Print Member Company Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
Signature:

Standards for Technology in Automotive Retail

\_\_\_\_\_  
Print Name: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
Signature: