

Trade Mark Licensing Agreement

between

Siemens Aktiengesellschaft
Wittelsbacherplatz 2
D-80333 Munich
Germany

- hereinafter referred to as the licensor -

and

[Company name]

- hereinafter referred to as the licensee -

The following agreement is concluded between the parties:

1. The licensor is the license holder of the TRADE MARK "OSEK/VDX" as listed in Annex 1. Upon proof of CERTIFICATION by means of a certification approval, the licensor shall assign to the licensee the non-exclusive, non-transferable and free right to use the TRADE MARK, for the labeling of products and services in advertising, price lists, commercial correspondence and other business publications for those IMPLEMENTATIONS concerning which the licensee can prove CERTIFICATION in accordance with OSEK/VDX- Conformance Testing Methodology. IMPLEMENTATIONS may include any combination of operating system, communication system and network management system.
2. The licensee shall not be entitled to grant sublicenses concerning the TRADE MARK.
3. The licensee shall recognize the licensor's ownership to the TRADE MARK and shall undertake that it will refrain from doing anything that might endanger or jeopardize the licensor's ownership with respect to the TRADE MARK.
4. If users of the certified implementation discover inconsistencies (with respect to the OSEK/VDX specification), the licensor will categorize the errors (severe, medium or minor). The task of categorization can be delegated to another party. The licensee shall fix the inconsistency in a reasonable timeframe defined by the

OSEK/VDX steering committee. Otherwise, the CERTIFICATION will be removed. Upon revoke of the CERTIFICATION the licensee shall immediately discontinue its use of the TRADE MARK.

5. Furthermore, during the term of this agreement, the licensee shall adapt its products to requirements that may be extended by the OSEK/VDX steering committee at a later stage, with a qualifying date being specified. In the event that the licensee fails to comply with these requirements, it shall be granted a maximum period of two years following expiry of the qualifying date, during which it may use the TRADE MARK. After the expiry of this period, any further use shall constitute an infringement of the TRADE MARK.
6. The licensee shall provide a copy of the CERTIFICATION approval upon request.
7. The licensor shall be entitled to inspect or delegate to inspect the quality of the licensee's products and services offered using the TRADE MARK. In the event that this inspection shows that the supplies and services do not comply with the OSEK/VDX specifications, the licensor shall be entitled to revoke the right to use the TRADE MARK granted under the terms of this agreement.
8. The licensee shall indemnify the licensor against any demands, lawsuits, claims for damage, losses, costs and expenditure (including any lawyer and expert costs) which may arise, resulting from liabilities in conjunction with the products or services marked with this TRADE MARK. The aforementioned does not include claims brought forward against the licensee by third parties in conjunction with the use of the TRADE MARK.
9. The licensee shall immediately notify the licensor of any transactions, which might lead to indemnity obligations for the licensor.
10. This agreement shall come into force when signed by both contracting parties.
11. Amendments and supplements to this agreement shall be made in writing to be effective. This stipulation shall apply, mutatis mutandis, for the exclusion of the written form requirement itself.

12. In the event that any individual provisions of this agreement are or become ineffective, the validity of the remaining stipulations shall not be affected. The parties shall make best efforts to replace the ineffective stipulation with one approximating as closely as possible in business terms to the original ineffective provision.

Erlangen,

Siemens Aktiengesellschaft

Annex 1:

Country	Application Date	Application Reference Number	Registration Date	Registration Number
GERMANY	24.06.1996	39627722.5	22.08.1996	39627722
REPUBLIC OF KOREA	14.08.1997	38780-97	08.09.1998	420365
REPUBLIC OF KOREA	14.08.1997	11520-97	10.02.1999	53257
UNITED STATES OF AMERICA	03.10.1997	367641	20.07.1999	2262185
SPAIN	05.08.1997	678384	05.08.1997	678384
FRANCE	05.08.1997	678384	05.08.1997	678384
UNITED KINGDOM	05.08.1997	678384	05.08.1997	678384
ITALY	05.08.1997	678384	05.08.1997	678384
SWEDEN	05.08.1997	678384	05.08.1997	678384