AGREEMENT

This Agreement ("Agreement"), dated as of the date of signature of the last signatory below (the "Effective Date"), is entered into by and between NorthStar Systems LLC ("NorthStar") and BMW North America, LLC ("BMW") (NorthStar and BMW may be individually referred to as "Party" and collectively as "Parties").

WHEREAS, NorthStar filed an action against Bayerische Motoren Werke AG ("BMW AG") in the United States District Court for the Eastern District of Texas claiming infringement of certain United States patents, Case 2:22-cv-00496-JRG, and BMW North America, LLC filed another case against NorthStar in the United States District Court for the Western District of Texas claiming noninfringement of the same patents, Case No. 6:23-cv-00456-ADA (collectively the "Actions"); and

WHEREAS, BMW has denied any liability for infringement of any NorthStar patent.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is acknowledged, and other consideration as set forth below, NorthStar and BMW agree as follows:

DEFINITIONS

"Covered Entity," for purposes of this Agreement, means any natural person or other legal entity who, directly or indirectly, through one or more intermediaries, owns, or is owned by, or is under common ownership with BMW, now or in the future, where "owns" (including the terms "owning," "owned by" and "under common ownership with") means either: (a) the possession, direct or indirect, of the power to direct or cause the direction of the management and policies; or (b) ownership of fifty percent (50%) or more of the voting securities or other interests. For purposes of this Agreement, BMW of North America, LLC; Bayerische Motoren Werke, AG; BMW Manufacturing Co., LLC; and BMW (US) Holding Corporation are all Covered Entities.

"NorthStar Patents" means any patent or patent application filed or issued anywhere in the world owned by NorthStar or assigned to NorthStar as of the Effective Date or which NorthStar may own in the future, including all patents and patent applications filed or issued anywhere in the world claiming priority to such patents or from which such patents claim priority, and all reexaminations, reissues, patent applications, divisions, continuations, continuations-in-part, substitutions, additions, and extensions of such patents, whether issued before or after the Effective Date. For clarity, the NorthStar Patents include, but are not limited to, all the patents identified in Exhibit A.

"Relevant Activities and Products" means all past, present and future systems, methods, processes, apparatuses, devices, products, software, vehicles, radios, navigation units, head-units, electronic control units, engine control units, suspension control ECUs, services, or components thereof of BMW or Covered Entities or that are or were or will be made, used, purchased, sold, offered for sale, licensed, leased, exported, imported or otherwise disposed of, by or for BMW or any Covered Entity.

BMW EXHIBIT 1013
BMW v. NORTHSTAR
IPR2023-01190

TERMS

1. Covenant Not to Sue.

NorthStar grants to BMW and BMW accepts a non-exclusive, royalty-free, irrevocable covenant that NorthStar will not sue (i) BMW, Covered Entities, and their respective predecessors, successors, and parents in the United States and/or any foreign jurisdiction, for any or all causes of action, claims, and demands of whatever kind or nature, foreign or domestic, asserted or un-asserted, known or unknown arising from or related to the NorthStar Patents and Relevant Activities and Products including without limitation any claim for any and all act(s) of alleged infringement that was raised, or could have been raised, in the Actions, on or before the Effective Date, or (ii) BMW's and Covered Entity's past, present, or future agents, suppliers, vendors, distributors, customers, licensees, partners, officers, directors, owners, attorneys, dealers, or employees, in the United States and/or any foreign jurisdiction, for any or all causes of action, claims, and demands of whatever kind or nature, foreign or domestic, asserted or un-asserted, known or unknown arising from or related to the NorthStar Patents and Relevant Activities and Products including without limitation any claim for any and all act(s) of alleged infringement that was raised, or could have been raised, in the Actions, on or before the Effective Date (collectively "Covenant Not to Sue").

2. Attorneys' Fees, Expenses, and Costs. The Parties agree that they shall bear their own costs, expenses, and attorneys' fees relating to the Actions and to the negotiation of this Agreement.

3. Transferability.

The Covenant Not to Sue does not include the right to assign or otherwise transfer the rights granted under Paragraph 1 to any third party without the Parties' express prior written consent, provided that BMW may assign the Covenant Not to Sue without NorthStar's prior written consent to a Covered Entity or to a third party in connection with a merger, consolidation, or sale of all or substantially all of the assets to which this Agreement relates. NorthStar agrees that it will require any subsequent purchaser or assignee of one or more of the NorthStar Patents to agree in writing to be bound by the terms of this Agreement. The failure to obtain such written agreement from a subsequent purchaser or assignee will render any purchase or assignment of the NorthStar Patents null and void.

4. Releases.

a. Release by NorthStar of BMW. Subject to the terms and conditions of this Agreement, NorthStar hereby releases and discharges BMW, Covered Entities and their predecessors, successors, and parents and their past, present, and future agents, suppliers, vendors, distributors, customers, licensees, dealers, partners, officers, directors, owners, attorneys, or employees, solely with respect to the Relevant Activities and Products, from or relate to all causes of action, claims, and demands of whatever kind or nature, foreign or domestic, asserted or un-asserted, known or unknown that arise from the NorthStar Patents and/or Relevant Activities and Products, including without limitation forgiving and releasing any

claim for any and all act(s) of alleged infringement that was raised, or could have been raised, in the Actions, on or before the Effective Date.

b. Release by BMW of NorthStar. Subject to the terms and conditions of this Agreement, BMW hereby releases and discharges NorthStar, and each of its owners, managers and members (and its agents, consultants, advisors, attorneys), from all causes of action, claims and demands of whatever kind or nature arising out of the claims or defenses that were or could have been asserted whether known or unknown with respect to NorthStar's claims for infringement on or before the Effective Date (including but not limited to fees, costs, and attorneys' fees). Nothing herein precludes or shall be interpreted as exhausting or limiting in any way BMW's right to assert any cause of action, claim or demand of whatever kind or nature in the event that BMW, its predecessors, parents, and Covered Entities, and their past, present, and future agents, suppliers, vendors, distributors, customers, licensees, partners, officers, directors, owners, attorneys, or employees is accused of infringing the NorthStar Patents in the future.

c. No Assignment of Claims. Each Party represents and warrants to the other Party that, as of the Effective Date, no claim of any kind relating to the subject matter of this Agreement has been assigned or otherwise transferred (voluntarily or involuntarily) in any manner.

5. Dismissal of the Actions. Within 3 court days after the Effective Date, the Parties shall cause their respective counsel to execute and file the stipulated dismissals in the forms set forth in Exhibits B and C dismissing with prejudice all claims asserted by NorthStar in the Actions, dismiss with prejudice all claims asserted by BMW in the Actions, and dismissing without prejudice all counterclaims asserted by BMW (or any Covered Entity), with each Party bearing its own costs, fees, and expenses. The Parties shall promptly proceed with any and all additional procedures needed to dismiss with prejudice the Actions and withdraw all pending motions.

6. Other Activities. Upon filing of the stipulated motions, within five (5) business days of the Effective Date, the Parties will request the United States Patent and Trademark Office—Patent Trial and Appeal Board ("PTAB") authorization to file joint motions to terminate BMW of North America, LLC's pending Petition For Inter Partes Review of U.S. Patent No. 6,898,432, IPR2023-01190; Petition for Inter Partes Review of U.S. Patent No. 8,032,297, IPR2023-00890; Petition for Inter Partes Review of U.S. Patent No. 8,478,527, IPR2023-00934; Petition for Inter Partes Review of U.S. Patent No. 8,805,416, IPR2023-01049; Petition for Inter Partes Review of U.S. Patent No. 8,014,943, IPR2023-01017; and Petition For Inter Partes Review of U.S. Patent No. 8,805,416, IPR2023-01191, and will file such motions within three (3) business days of receiving PTAB authorization, in a manner that substantially conforms to the form set forth in Exhibit D.

7. Representations and Warranties.

a. By NorthStar. NorthStar represents and warrants to BMW that (i) NorthStar has full power and authority to enter into this Agreement and to grant the Covenant Not to Sue above, (ii) this Agreement is a valid and binding agreement of NorthStar enforceable against it in accordance with its terms, (iii) NorthStar is the sole owner of all right, title, and

interest in and to the NorthStar Patents, (iv) NorthStar has not entered into any other contracts, agreements, or obligations that would conflict with the Covenant Not to Sue or this Agreement, and (v) NorthStar also has not assigned any patents in the ninety (90) days prior to the execution of this Agreement.

b. By BMW. BMW represents and warrants that (i) it has full power and authority to enter into this Agreement, and (ii) this Agreement is a valid and binding agreement of BMW enforceable against it in accordance with its terms.

8. Miscellaneous.

a. No Acts Contrary to Law. Nothing contained herein shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provisions contained herein and any present or future statute, law, ordinance, or regulation, the latter shall prevail; but the provision of this Agreement which is affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law.

b. Further Assurances. NorthStar shall execute and deliver any and all additional papers, documents, and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of its obligations hereunder to carry out the intent of the Parties.

c. Modifications or Amendments. No amendment, change, or modification of this Agreement shall be valid, unless in writing and signed by the Parties.

d. Entire Agreement. This Agreement constitutes the entire understanding and agreement of the Parties with respect to its subject matter and any and all prior agreements, understandings, or representations with respect to its subject matter are hereby terminated and canceled in their entirety and are of no further force or effect.

e. Non-Waiver. No waiver by any Party hereto of a breach of any provision of this Agreement shall constitute a waiver of any preceding or succeeding breach of the same or any other provision hereof.

f. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The execution and delivery of counterparts of this Agreement, by facsimile or electronic means or by original manual signature, regardless of the means or any such variation in pagination or appearance shall be binding upon the parties executing this Agreement.

g. Captions. The captions appearing at the commencement of the sections hereof are descriptive only and for convenience in reference. Should there be any conflict between any such caption and the section at the head of which it appears, the section and not such caption shall control and govern in the construction of this Agreement.

h. Non-Agency. Nothing in this Agreement is intended or shall be deemed to constitute a partnership, agency, employer-employee, or joint venture relationship between

NorthStar and BMW. Neither NorthStar nor BMW shall incur any debts or make any commitments binding on the other.

i. Governing Law. This Agreement shall be governed and the terms and conditions herein construed according to the laws of the State of Delaware without regard to that state's body of law controlling conflicts of law. Nothing in this Section or Agreement shall be interpreted to be an admission that BMW, its parents, or any Covered Entities agree that they are subject to jurisdiction in the State of Delaware.

j. Severability. If any provision of this Agreement is held to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that the remainder of this Agreement will continue in full force and effect and be enforceable. The Parties agree to negotiate in good faith to enforce a substitute provision for any invalid or unenforceable provision that most nearly achieves the intent of such provision.

k. Bankruptcy. All rights granted under the covenants not to sue, releases, discharges and other rights granted under or pursuant to this Agreement are, and shall otherwise be deemed to be, for purposes of Section 365(n) of Title 11, U.S. Code (the "Bankruptcy Code"), licenses and rights to "intellectual property" as defined under Section 101 of the Bankruptcy Code. The Parties agree that each Party shall retain and may fully exercise and enjoy all rights and elections available to them under the Bankruptcy Code and other applicable laws and regulations.

* * *

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

NorthStar Systems LLC	BMW North America, LLC,
By: Thomas Schweitzer	By: Dena Epstein
Name: Thomas Schweitzer	Name: Dena Epstein
Title: Manager	Title: Corporate Counsel
Date: 3/28/24	Date: 3/29/24

EXHIBIT A

Non-Exhaustive List of Patents and Pending Patent Applications Owned by or Assigned to NorthStar

- U.S. Patent No. 6,898,432
- U.S. Patent No. 8,032,297
- U.S. Patent No. 8,478,527
- U.S. Patent No. 8,805,416
- U.S. Patent No. 8,014,943
- U.S. Patent No. 9,625,269
- U.S. Patent No. 7,830,962
- U.S. Patent No. 6,236,652
- U.S. Patent No. 6,603,977
- U.S. Patent No. 6,347,281
- U.S. Patent No. 6,614,349
- U.S. Patent No. 6,700,534
- U.S. Patent No. 6,473,031
- U.S. Patent No. 6,920,129
- U.S. Patent No. 6,510,382
- U.S. Patent No. 6,681,181
- U.S. Patent No. 6,859,729
- U.S. Patent No. 7,606,555
- U.S. Patent No. 6,947,840
- U.S. Patent No. 7,327,312
- U.S. Patent No. 7,817,085
- U.S. Patent No. 7,642,955
- U.S. Patent No. 7,551,128
- U.S. Patent No. 8,014,797
- U.S. Patent No. 8,717,231
- U.S. Patent No. 6,697,103
- U.S. Patent No. 6,166,642
- U.S. Patent No. 6,285,314
- U.S. Patent No. 6,240,366
- U.S. Patent No. 7,839,432
- U.S. Patent No. 7,920,626
- U.S. Patent No. 8,493,442
- U.S. Patent No. 7,532,894
- U.S. Patent No. 6,995,708
- U.S. Patent No. 6,799,094
- U.S. Patent No. 8,335,254
- U.S. Patent No. 9,609,283

EXHIBIT B

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
MARSHAL DIVISION

NORTHSTAR SYSTEMS LLC, Plaintiff, v. VOLKSWAGEN AG, Defendant.	Case No. 2:22-cv-00486-JRG (Lead Case) JURY TRIAL DEMANDED
NORTHSTAR SYSTEMS LLC, Plaintiff, v. BAYERISCHE MOTOREN WERKE AG, Defendant.	Case No. 2:22-cv-00496-JRG (Member Case) JURY TRIAL DEMANDED

STIPULATED DISMISSAL

Pursuant to Rule 41(a)(1)(A)(ii), Plaintiff and Defendant Bayerische Motoren Werke AG ("BMW") (collectively, the "Parties"), jointly stipulate to dismissal of all claims asserted or which could have been asserted by Plaintiff herein with prejudice; any Counterclaims filed by BMW are dismissed without prejudice. The Parties shall each bear their own attorneys' fees, costs and expenses incurred in this action.

Respectfully submitted,

/s/ DRAFT */s/ DRAFT*

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Attorney for Defendants

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
MARSHALL DIVISION

NORTHSTAR SYSTEMS LLC, Plaintiff, v. VOLKSWAGEN AG, Defendant.	Case No. 2:22-cv-00486-JRG (Lead Case) JURY TRIAL DEMANDED
NORTHSTAR SYSTEMS LLC, Plaintiff, v. BAYERISCHE MOTOREN WERKE AG, Defendant.	Case No. 2:22-cv-00496-JRG (Member Case) JURY TRIAL DEMANDED

NOTICE OF DISMISSAL

Pursuant to Rule 41(a)(1)(A)(i), Plaintiff hereby dismisses all claims in this action with prejudice as to Defendant Bayerische Motoren Werke AG.

Dated: March XX, 2024

Respectfully submitted,

/s/ DRAFT

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Attorneys for Plaintiff

EXHIBIT C

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
WACO DIVISION

BMW OF NORTH AMERICA, LLC, Plaintiff, v. NORTHSTAR SYSTEMS LLC, Defendant.	)))))))))))	Case No. 6:23-cv-00456-ADA JURY TRIAL DEMANDED

STIPULATED DISMISSAL

Pursuant to Rule 41(a)(1)(A)(ii), Plaintiff and Defendant (collectively, the "Parties"), jointly stipulate to dismissal of all claims asserted or which could have been asserted by Plaintiff herein with prejudice; any Counterclaims filed by Defendant are dismissed without prejudice. The Parties shall each bear their own attorneys' fees, costs and expenses incurred in this action.

Respectfully submitted,

/s/ DRAFT
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Attorney for Defendants

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
WACO DIVISION

BMW OF NORTH AMERICA, LLC, Plaintiff, v. NORTHSTAR SYSTEMS LLC, Defendant.	)))))))))))	Case No. 6:23-cv-00456-ADA JURY TRIAL DEMANDED

NOTICE OF DISMISSAL

Pursuant to Rule 41(a)(1)(A)(i), Plaintiff hereby dismisses all claims in this action with prejudice as to Defendant.

Dated: March XX, 2024

Respectfully submitted,

/s/ DRAFT

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Attorneys for Plaintiff

EXHIBIT D

UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

BMW OF NORTH AMERICA, LLC
Petitioner

v.

NORTHSTAR, LLC
Patent Owner.

Case No. IPR2023-01190
U.S. Patent No. 6,898,432

Case No. IPR2023-00890
U.S. Patent No. 8,032,297

Case No. IPR2023-00934
U.S. Patent No. 8,478,527

Case No. IPR2023-01049
U.S. Patent No. 8,805,416

Case No. IPR2023-01191
U.S. Patent No. 8,805,416

Case No. IPR2023-01017
U.S. Patent No. 8,014,943

JOINT MOTION OF PETITIONER AND PATENT OWNER TO TERMINATE *INTER PARTES* REVIEW PROCEEDING PURSUANT TO 35 U.S.C. § 317 AND 37 C.F.R. § 42.72

STATEMENT OF PRECISE RELIEF REQUESTED

Pursuant to 35 U.S.C. § 317 and 37 C.F.R. **§** 42.72, and the Board's authorization provided on March XX, 2024, Petitioner BMW of North America, LLC. ("BMW" or "Petitioner") and Patent Owner NorthStarSystems LLC ("NorthStar" or "Patent Owner") (collectively, the "Parties") hereby provide notice that they have reached a settlement agreement and jointly request termination of the following *inter partes* reviews:

1. Case No. IPR2023-01190 challenging U.S. Patent No. 6,898,432 ("the '432 patent");
2. Case No. IPR2023-00890 challenging U.S. Patent No. 8,032,297 ("the '297 patent");
3. Case No. IPR2023-00934 challenging U.S. Patent No. 8,478,527 ("the '527 patent");
4. Case No. IPR2023-01049 challenging U.S. Patent No. 8,805,416 ("the '416 patent");
5. Case No. IPR2023-01191 challenging U.S. Patent No. 8,805,416 ("the '416 patent"); and
6. Case No. IPR2023-01017 challenging U.S. Patent No. 8,014,943 ("the '943 patent").

Because none of the IPRs have been joined, this motion has been filed under separate caption in each proceeding.

I. Termination Is Appropriate

The basis for this Joint Motion is the settlement of all disputes between the parties relating to the ’432 patent, ’297 patent, ’527 patent, ’416 patent, and the ’943 patent. Pursuant to that settlement, the Parties have also entered into a mutual release. An *inter partes* review shall be terminated with respect to any petitioner upon the joint request of the Petitioner and the Patent Owner, unless the Office has decided the merits of the proceedings before the request for termination is filed. 37 U.S.C. § 317(a). Further, “no estoppel under section 315(e) shall attach to the petitioner, or to the real party in interest or privy of the petitioner.” *See id*.

The Parties also represent that they have agreed to settle and dismiss all other litigations between them and that there are no related IPR proceedings in the U.S. Patent and Trademark Office.

Further, Patent Owner represents that it does not have any plans at the present time to assert any of the challenged claims against any particular company. Thus, by granting the present motion, the Board and the Parties can conserve resources.

II. Agreement in Writing Submitted to the Board

Pursuant to 35 U.S.C. § 317(b) and 37 C.F.R. § 42.74(b), a true copy of the Parties' settlement agreement is being submitted as Exhibit 10XX. The settlement agreement is in writing and constitutes the Parties' entire understanding and agreement.

III. Conclusion

For at least the foregoing reasons, the Parties respectfully request that the Board terminate *Inter Partes* Reviews IPR2023-01190, IPR2023-00890, IPR2023-00934, IPR2023-01049, IPR2023-1191, and IPR2023-01017.

Dated: March __, 2024

Respectfully submitted,

/s DRAFT
Vincent J. Rubino, III

Counsel for Patent Owner
NorthStar Systems LLC

/s DRAFT
Lionel M. Lavenue

Counsel for Petitioner
BMW of North America, LLC