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End User License Agreement

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Include a provision whereby TomTom shall have the right to audit the Service Provider or End User.

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End User shall not use the Authorized Application to create (or assist in the creation of) a digital map database. A "digital map database" means a database of geospatial data containing the following information and attributes: (x) road geometry and street names, or (y) routing attributes that enable turn-by-turn navigation on such road geometry; or (z) latitude and longitude of individual addresses and house number ranges.

End User shall not use the Customer Application to provide competitive information about TomTom or its products to third parties.

The Customer Application may not be used for in-flight navigation.

In the event that any End User is a government entity, include the following:

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A. Additional provisions for data of Norway. End User is prohibited from using the data of Norway to create commercial general purpose printed or digital maps, which are similar to the basic national products of the Norwegian Mapping Authority.

B. Additional Provisions with respect to the data for China: End User agrees that any Licensed Product which contains data of China may be subject to additional terms and conditions which shall be provided to End User when available to TomTom. China data may not be exported from China.

- C. Additional Provisions with respect to the data for India: End User agrees that any Licensed Product which contains data of India may be subject to additional terms and conditions which shall be provided to End User when available to TomTom.
- D. Additional Provisions with respect to the data for Korea: End User agrees that any Licensed Product which contains data of Korea may be subject to additional terms and conditions which shall be provided to Licensee when available to TomTom. Korea data may not be exported from Korea.
- E. As of the Effective Date, the following restriction applies to the Post Canada FSA layer and Canada 6-digit layer: The 6-digit alpha/numeric Canadian Postal Codes contained in any Licensed Product cannot be used for bulk mailing of items through the Canadian postal system. Furthermore, the 6-digit alpha/numeric Canadian Postal Codes must be wholly contained in the Customer Application and shall not be extractable. Canadian Postal Codes cannot be displayed or used for postal code look-up on the Internet, nor can they be extracted or exported from any application to be utilized in the creation of any other data set or application. Notwithstanding the above, an End User may optionally correct or derive Canadian Postal Codes using the Customer Application, but only as part of the address information for locations (e.g.: of delivery points and depots) that have been set up in the Customer Application, and optionally extract data for fleet management purposes.
- F. Additional provisions with respect to TomTom Traffic Licensed Product: Licensee specifically agrees that it shall not: (i) store the data for more than twenty-four (24) hours on Licensee's servers; (ii) broadcast or make TomTom Traffic Licensed Product available except to authorized End Users; and (iii) use the feed or information received via the feed for historical data purposes (including but not limited to collection or analysis).
- G. Additional provisions with respect to the Premium Points of Interest Licensed Product - coverage of the Canada and/or the United States: It is expressly prohibited to use the Premium Points of Interest Licensed Product for (a) telephone call routing related applications; (b) screen pop applications; (c) CD-ROM director of other derivative directory product; (d) verification services; (e) caller name services; and (f) online marketing lead verification services.

Following restrictions will apply to usage of the Brand Icon component:

End User agrees that the use of the Brand Icon component is subject to the terms and conditions set forth in this Agreement and that there may be additional third party terms, conditions and restrictions to which the use of the Brand Icon component will be subject and which will be provided to the End User from time to time in the product release notes.

- H. Additional provisions with respect to the Speed Profiles, TomTom Traffic, and any other traffic related Licensed Product: Neither the Data nor the Licensed Products such as Speed Profiles or TomTom Traffic or any derivatives thereof shall be used for the purpose of enforcement of traffic laws including but not limited to the selection of potential locations for the installation of speed cameras, speed traps or other speed tracking devices.
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- J. Additional provisions with respect to the TomTom Traffic Licensed Product - coverage of Canada, Mexico and/or the United States: The TomTom Traffic Licensed Product may not be delivered by FM Radio, HD Radio or Hybrid Radio. The TomTom Traffic Licensed Product may not be licensed or provided to INRIX, HERE, Radiate Media or any radio or television broadcaster in North America.