

Trafficmaster Plc's Smartnav Mobile

Terms and conditions

April 2009

1. Definitions

1.1 In these terms and conditions and/or any subsequent amendments and/or additions as published on the Trafficmaster internet sites at www.trafficmaster.co.uk, www.smartnav.com and in the event of any conflict these terms and conditions take precedence:

"Agreement" means these Terms and Conditions together with the details provided by the Customer upon Registration;

"Application" means the software application made available by Tm, downloaded from the internet by the Customer to the Device enabling the Customer to utilize the Service;

"Authorisation Code" means the application or authentication code provided by Tm to the Customer upon Registration for secure access to the Application;

"Authorised User" means any person lawfully authorised by the Customer to use the Device and/or Application;

"Breakdown" is where a Vehicle is inoperative and/or has ceased to function as a whole as a result of a mechanical or electric failure (but not as a result of a road traffic accident, fire, theft or act of vandalism). A component failure (e.g. air-conditioning failure) in itself does not constitute a breakdown unless it causes a Vehicle to cease to function as a whole.

"Commencement Date or Start Date" means the date of Registration, download of the Application by the Customer to the Device or on which the Customer starts to use Service, whichever is the earlier;

"Concierge Service" means Tm's service to Customers enabling them to order wine, flowers, chocolates or other consumer goods (as determined by Tm from time to time) for delivery or hotel reservations at selected hotels, via TPSP, details of which are set out in clause 4 below;

"Customer" means a person, firm or company whose order for the Service has been accepted by Tm;

"Device" means a GPS enabled mobile phone owned or controlled by the Customer;

"Emergency & Breakdown Service" means Tm's service to Customers, details of which are set out in clause 5 below;

"Entitlement" means the Customer's entitlements to Route assistance as set out in clause 6 below and on the Websites;

"GSM" means the Global System for Mobile communications for cellular communication;

"GPRS" means General Packet Radio Services (GPRS), a packet-based wireless communication service with high data flow rates with continuous connection to the Internet.

"GPS" means Global Positioning System;

"IPR" means any patents, trademarks, service marks, design rights (whether registrable or otherwise), applications for any of the foregoing, copyright, database rights, trade or business names and other similar rights or obligations whether registrable or not in any country;

"Map Supplier" means the supplier of map engine software which enables the Software to determine location results for a Device;

"Navigation in the UK Service" means Tm's GPS enabled navigation and routing service as described on the Websites;

"PA Routes" form part of the Navigation in UK Service where the Customer requests a Route from a PA and not automatically from the Application;

“**Personal Assistant or PA**” means a Tm employee who handles Route requests from Customers;

“**Price**” means the tariff for the Service listed on the Websites or listed during Registration as amended by Tm from time to time;

“**Registration**” means the process whereby Tm receives the Customer’s personal data for the purpose of purchasing the Services, by internet registration or telephone or otherwise;

“**Route**” means directions by road from a point of origin to a destination;

“**Service**” or “**Smartnav Mobile**” means any or all (as the context dictates) of the Concierge Service, Emergency and Breakdown Service and Navigation in the UK Service (which may be varied at Tm’s discretion from time to time) excluding communication costs and the cost of downloads to the Device using the Customer’s Device airtime provider;

“**SMS**” means short message service allowing users to send and receive short text messages;

“**Software**” means the Application and any of the Software comprising the Websites;

“**Subscription**” means the agreement between Tm and the Customer for the provision of the Service for periods of time selected during Registration and either: “**Annual Subscription**” means an annual Subscription paid for in full on or prior to the Commencement Date; or “**Monthly Subscription**” means a monthly Subscription paid for in full on or prior to the Commencement Date;

“**Term**” means the period of time as set out in Clause 9.1. herein.

“**TPSP(s)**” means a third party service provider that provides concierge services to Customers;

“**Tm**” means Trafficmaster Plc (Company No. 2292714), whose registered office is at Martell House, University way, Cranfield, Bedfordshire MK43 0TR (“**Tm**”);

“**UK**” means mainland England, Scotland, Wales and Northern Ireland and does not include Eire, the Channel Islands, Isle of Wight, Isle of Man or other offshore islands;

“**Vehicle**” means an automobile or light goods vehicle owned and/or controlled by the Customer;

“**Websites**” means at www.trafficmaster.co.uk, www.smartnav.co.uk

“**Working Days**” means Monday to Friday 9am to 5.30pm, excluding public holidays in the UK.

2. Acceptance

Registration and/or use of the Service after having been provided with the opportunity to read these Terms and Conditions shall be deemed conclusive evidence of the Customer’s acceptance of the terms of this Agreement.

3. Provision of Services

3.1 Subject to the other provisions of this Agreement, Tm will use reasonable endeavours to make the Service available 24 hours a day, 365 days a year to Customers who have paid for a Subscription.

3.2 Tm reserves the right to vary this Agreement and/or the Price. The Customer will be notified of any variations to this Agreement and they will also be published on the Websites at least 28 days before they come into effect or, where such change arises as a consequence of changes imposed by third party manufacturers or suppliers or a regulatory body, as soon as reasonably practicable.

4. Concierge Service

4.1 The Concierge Service is available to Customers who have a Subscription on an ad hoc basis via a PA provided that valid payment details are made available by the Customer at the time that the service is requested.

- 4.2 The Customer shall be responsible for providing a PA with all details required for Tm to facilitate the provision of the service requested, including the credit card or other payment details for payment of the TPSP and to Tm for provision of the service.
- 4.3 Tm shall use its reasonable endeavours to order from TPSP the service requested by the Customer as soon as reasonably possible. Tm will act as the agent of the Customer for these purposes and accepts no liability in the event that the service requested by the Customer is not provided or delivered in part or at all or is not acceptable to the Customer. The Customer's contract for the service facilitated by Tm will be with the TPSR or with the TPSR's supplier, whichever is appropriate, and the Customer is responsible for all costs associated with the delivery of the service by the TPSP. Tm will provide booking reference details to the Customer or report back to the Customer if it has not been possible to provide the service requested, in which event Tm will not make any charge for the service.

5. Emergency and Breakdown Service

- 5.1 The Emergency and Breakdown Service is available to Customers who have a Subscription in the event of a Breakdown.
- 5.2 The Customer may request the service by pressing "Call PA" button on the Application.
- 5.2 Tm will, upon receipt of the signal, use all reasonable endeavours to provide the Customer's information to the relevant emergency or breakdown service.
- 5.3 The Customer acknowledges that nothing in this Agreement shall oblige the emergency or breakdown services to take action and Tm is not liable for the acts or omissions of any emergency or breakdown services.
- 5.4 A Subscription does not include emergency and breakdown services themselves but if the Customer has not contracted a third party for emergency and breakdown services then Tm will put the Customer in contact with a service provider who may be prepared to offer immediate cover (at the Customer's cost and at the service providers discretion).

6. Navigation in the UK Service

- 6.1 The Navigation in the UK Service is available to Customers who have a Subscription and only in the UK. When used for Vehicles the service is only suitable for passenger cars and light goods vehicles up to 3.5 tonnes in weight.
- 6.2 Route instructions do not allow for a Vehicle of abnormal length, height, width and/or weight and Tm is not liable for damage or loss incurred as a result of use of this service in such a Vehicle.
- 6.3 Tm is not liable to any Customer should any changes occur to legislation which might prevent the use of the Navigation in the UK Service.
- 6.4 The Route usage limits (by PA and automatically by the Application) for Subscriptions are as listed on the Websites (which may be varied at Tm's discretion from time to time by notification to the Customer in writing).
- 6.5 Any Customer who exceeds their Entitlements will be contacted by Tm and given the opportunity to transfer onto an alternative Tm tariff or modify usage appropriately.
- 6.6 Should the Customer fail to reduce usage of the Service to within the limit of their Entitlements Tm reserves the right to suspend access to the Service.

7. Licence to use Software

- 7.1 Tm reserves to itself all rights in respect of Software granting to the Subscriber a non-exclusive, non-transferable licence to use Software where it is relevant to the Service.
- 7.2 Subject to Condition 7.1, to the extent that any rights of whatever nature in the Software are vested in the Subscriber (if any), the Subscriber hereby assigns all such rights absolutely to Tm.

- 7.3 The Customer's rights are expressly limited to loading, storing and operating the Software on Devices stated by Tm to be compatible. The Customer may only make such copies of the Software as strictly necessary for security, operational and back-up purposes... Except as expressly permitted by law, the Customer shall not alter, adapt, decrypt, reverse engineer, decompile or disassemble, or otherwise modify the Software, or part with possession of, lend or transfer the Software to any other person or entity, or permit any other person or entity (except the Customer's properly trained and authorised employees) to have access to it;
- 7.4 The Software and the Authorisation Code are hereby designated as confidential and the Customer shall not at any time disclose it or any information contained in it (except information which is or becomes public knowledge through no fault of the Customer) to any other person or entity; and
- 7.5 The licence granted under Clause 7.1 will terminate forthwith on the termination or expiry of a Subscription.
- 7.6 This Agreement includes the Map Supplier's end user terms annexed hereto as Appendix A.

8. Payment

- 8.1 The Prices for the Service is set out on the Websites. Customers shall pay for the Service in advance at the rate specified by Tm from time to time, but either annually in advance or monthly in advance.
- 8.2 Tm has no obligation to commence the provision of Service until the Customer has paid for the Subscription unless otherwise listed on the Websites.
- 8.3 If any sums due from the Customer to Tm remain unpaid for more than 7 days from the due date then Tm will be entitled to:
- 8.3.1 charge interest on the outstanding sum at the rate of three percent (3%) above the base rate of Barclays Bank Plc, which interest shall accrue on a daily basis until payment is received in full by Tm; and/or
 - 8.3.2 suspend the provision of Service until full payment has been received; and/or
 - 8.3.3 terminate this Agreement whereupon the Customer shall reimburse Tm on demand in respect of all costs and expenses incurred by Tm in tracing the Customer and in taking steps to enforce payment of any sums due.
- 8.4 If the Customer's bank, building society or other financial institution fails to honour any direct debit, cheque or other method of payment, the Customer shall reimburse Tm in respect of all costs incurred in re-presenting the same.
- 8.5 Where the Customer pays by automatic continuous payment it is the Customer's responsibility to ensure that the direct debit, or such other automatic method of payment, is cancelled with both Tm and the bank, building society or other financial institution. Tm is not obliged to issue any refunds in respect of monies paid by the Customer in breach of this Clause.
- 8.6 All sums payable are inclusive of Value Added Tax at the prevailing rates.

9. Term and Termination

- 9.1 This Agreement shall commence on the Commencement Date and shall continue for a minimum fixed period of either one or twelve months depending on the term of Subscription selected and thereafter shall automatically be renewed for a further minimum equivalent period of one or twelve months on each anniversary of the Commencement Date unless terminated by either party giving at least 7 days notice prior to the next anniversary of Commencement Date. Notice of termination by the Customer must be sent to: Subscription Cancellations, Customer Service, FREEPOST,

ANG7506, Bedford, MK43 0BR (or such other address as Tm may nominate from time to time). Notice of termination by Tm must be sent to the most recent address provided by the Customer, as recorded in Tm's customer database.

- 9.2 Subscriptions are not refundable unless agreed in writing by Trafficmaster prior to termination.
- 9.3 Either party may, by written notice to the other, terminate this Agreement in the event that:
- 9.3.1 the other party is in material or persistent breach of this Agreement; and/or
 - 9.3.2 the other party becomes insolvent or bankrupt, enters into liquidation, whether voluntary or compulsory, passes a resolution for its winding up, has a receiver or administrator appointed over the whole part or any part its assets, makes any composition or arrangement with its creditors or takes or suffering any similar action in consequence of its debt.
- 9.4 Tm may terminate this Agreement with immediate effect on written notice to the Customer in the event that:
- 9.4.1 any government or other regulatory approvals for the delivery of any part of the Service are withdrawn, suspended or ended at any time; and/or
 - 9.4.2 in the opinion of Tm the Customer or any Authorised User has abused the Service, and/or exceeded the Entitlements and/or abused Tm personnel.
- 9.5 Upon termination of this Agreement the accrued rights and liabilities of the parties shall not be affected and payments made by the Customer prior to termination are non-refundable unless agreed in writing by Tm prior to termination.
- 9.6 Termination of the Agreement by the Customer will take effect at the end of the term of any relevant Subscription or as otherwise agreed in writing between Tm and the Customer.

10. IPR, title and risk

- 10.3 The Subscriber hereby acknowledges that:
- 10.3.1 any IPR owned by Tm, whether associated or not with the Software and/or the Service, shall remain Tm's exclusive property; and
 - 10.3.2 Tm (or its associated companies) is the proprietor of the "Trafficmaster", "Smartnav", "Smartnav Mobile" names, symbols and trademarks and all documentation relating thereto and any use is specifically prohibited unless by written agreement with Tm.

11. Liability

- 11.1 Tm make no guarantees, representations or warranties of any kind, express or implied, arising by law or otherwise, including but not limited to, content, quality, accuracy, completeness, effectiveness, reliability, fitness for a particular purpose, usefulness, use or results to be obtained from the Service or that the Service will be uninterrupted or error-free. The traffic data forming part of the Service may contain inaccurate or incomplete information due to changing circumstances, sources used and the nature of collecting comprehensive traffic data, any of which may lead to incorrect results. This Service is provided to the Customer "as is," the Customer agrees to use it at its own risk.
- 11.2 Notwithstanding any other provision of this Agreement, Tm does not seek to exclude or restrict its liability for fraud, death or personal injury caused by its negligence.
- 11.3 Tm is not liable to the Customer for the loss of profits or any other indirect or consequential loss whether arising from tort (including negligence) or breach of contract or otherwise.

- 11.4 The Service must not be used in any way which would or may affect the ability of any driver of a Vehicle to drive safely and in accordance with the Highway Code. Tm is not liable for any liabilities, claims, damages, costs, fees and/or expenses caused by the acts or omissions of a driver of a Vehicle.
- 11.5 Users of Vehicles remain at all times responsible for observing all relevant laws and codes of safe driving and Tm is not liable for any fine, penalty, or punishment issued to the Customer or any user of Vehicles in the UK or Europe.
- 11.6 Tm is not liable for any liabilities, claims, damages, costs, fees and/or expenses suffered as a result of the Customer setting the frequency that the Application downloads traffic data incorrectly for the Customer's requirements.
- 11.7 The Customer acknowledges that, owing to the nature of the technology in the Device and the Service, the operation of the Service may from time to time be adversely affected by faults in the Device and faults and disruptions caused by physical features such as underpasses, windscreens, other electronic devices, atmospheric conditions, state of the ionosphere, GSM and GPRS networks and GPS satellite availability, internet and website performance and availability and other causes of interference beyond Tm's control. Tm gives no guarantee that the Service will operate properly or at all in adverse conditions or in the event of Force Majeure as defined in Clause 14.1 below. In particular, the operation of Device and, therefore, the provision of Service depends to some extent upon the operation of the digital cellular telecommunications technology (GSM and GPRS) and this technology is not operative all the time in all parts of the UK.
- 11.8 Tm is not liable to the Customer for any loss or damage suffered to the Device by download or operation of the Application or for any communication charges incurred by the Customer as a result of using the Service (including any usage as a result of unauthorised use by a person other than the Customer or an Authorised User).
- 11.9 The Customer acknowledges that the provisions of this Clause limiting and excluding the liability of Tm are reasonable given the complex nature of the technology involved in the provision of the Service and the many other factors affecting the Service outside Tm's control.
- 11.10 In respect of all other liability under this Agreement, Tm's liability to the Customer for any liabilities, claims, damages, costs, fees and/or expenses in respect of each event or series of connected events will not exceed an amount equal to the sum of the total charges paid by the Customer to Tm during the 12 month period prior to the date Tm is notified of a claim in writing.

12. Assignment

- 12.1 This Agreement is personal to the Customer and relates exclusively to the Software and the Service provided and may not be assigned by the Customer other than under Clause 12.2 herein.
- 12.2 Tm may assign, transfer or novate this Agreement and the rights and obligations under it to any other party at any time, and must inform the Customer of any such transaction in writing within a reasonable time after it has occurred.

13. Customer Information

- 13.1 Tm operates in accordance with applicable UK data protection legislation. A Customer has a right to ask for a copy of its personal data.
- 13.2 The Customer acknowledges that for security reasons and training, telephone calls between Tm and the Customer may be recorded.

- 13.3 The Customer consents to its personal data being made available to TPSP and emergency and breakdown service providers during the provision of the Service.
- 13.4 Tm reserves the right to use the Customer's personal data, including personal data for data analysis and marketing purposes.
- 13.5 Tm and its agents, its business partners and/or carefully selected companies may use the Customer's information to keep the Customer informed by post, telephone, facsimile, e-mail, text messaging or other means about products and services that may be of interest. By providing Tm with contact details, the Customer consents to being contacted by these parties for these purposes. If the Customer does not wish to receive marketing information, the Customer must state this in writing to Tm plc, FREEPOST, ANG7506, Bedford, MK43 0BR
- 13.6 If the Customer provides information about another person, in doing so the Customer confirms that the other person has given permission to provide it and for Tm to be able to process their personal data (including any sensitive personal data) and that the Customer has told informed them of Tm and what Tm will use their personal data for, as set out herein.
- 13.7 The Customer undertakes to inform all Authorised Users of the information set out in this Clause.

14. General

- 14.1 Tm is not liable for any delay in performing or for failure to perform its obligations hereunder to the extent that and for so long as the delay or failure results from any cause or circumstance whatsoever beyond its reasonable control including, without limitation, the activities of civil or governmental authorities, industrial disputes, acts of God, or severe weather conditions ("Force Majeure"). Tm shall notify the Customer as soon as practicable upon becoming aware of any event of Force Majeure and shall indicate the manner and extent to which its obligations are likely to be prevented or delayed. If any event of Force Majeure occurs, the date(s) for performance of the obligation(s) affected shall be postponed for so long as is made necessary by the event of Force Majeure.
- 14.2 All notices and other communications required or permitted to be given under this Agreement shall be in writing and shall be delivered or transmitted by the Customer to Tm at the address specified above at 14.6 or such other address as Tm may notify to the Customer in writing for this purpose from time to time. Notices by Tm to the Customer shall be to the Device or the address most recently supplied by the Customer to Tm and recorded on Tm's customer database and it is the responsibility of the Customer to advise Tm of any change of address expeditiously. Any notice shall be treated as having been served on delivery if delivered by hand, or immediately if delivered by SMS to the Device by email, 4 Working Days after posting if sent by pre-paid registered mail, 2 Working Days after dispatch if sent by courier and on confirmation of transmission if sent by facsimile. Reference to "in writing" in this Agreement includes Tm notifying the Customer by xxx to the Device and by email where the Customer has supplied an email address.
- 14.3 The failure of either party to enforce or to exercise at any time or for any period of time any term of or any right pursuant to this Agreement does not constitute, and shall not be construed as, a waiver of such term or right and does not affect that party's right later to enforce or to exercise it.
- 14.4 If any term of this Agreement is found to be illegal, invalid, or unenforceable under any applicable law, such term shall, insofar as it is severable from the remaining terms, be

deemed omitted from this Agreement and shall in no way affect the legality, validity or enforceability of the remaining terms.

- 14.5 This Agreement and/or any subsequent additions and/or amendments notified to the Customer and/or as published on the Websites contain all the terms agreed between the parties regarding its subject matter and supersedes any prior agreement, understanding or arrangement between the parties, whether oral or in writing. No representation, undertaking or promise shall be taken to have been given or implied from anything said or written in negotiations between the parties prior to this Agreement except as expressly stated in this Agreement. Neither party shall have any remedy in respect of any untrue statement made by the other upon which that party relied in entering into this Agreement (unless such untrue statement was made fraudulently) and that party's only remedies shall be for breach of contract as provided in this Agreement.
- 14.6 The construction, validity and performance of this Agreement shall be governed by the laws of England and the parties submit to the exclusive jurisdiction of the English courts to resolve any disputes between them.
- 14.7 The Application cannot be guaranteed to support all future services and options made available by Tm and Tm has no obligation to upgrade the Application to provide services and options that are subsequently made available.
- 14.8 Where any provision of this Agreement refers to an affiliated company or licensor of Tm, it shall be enforceable by that company in accordance with the Contracts (Rights of Third Parties) Act 1999 (UK), but otherwise no provision in this Agreement is intended for the benefit of any third party.

It is the intention to give the best possible service, but if you have any questions or concerns about the Service, please contact Trafficmaster Plc. The contact details are: Trafficmaster Plc, Martell House, University Way, Cranfield, Bedfordshire, MK43 0TR.

T: +44 (0)870 556 1712

Email: info@trafficmaster.co.uk

TM44531 (04/09)

APPENDIX A

The data ("Data") is provided for your personal, internal use only and not for resale. It is protected by copyright, and is subject to the following terms and conditions which are agreed to by you, on the one hand, and Trafficmaster Plc and its licensors (including their licensors and suppliers) on the other hand. © 2008 NAVTEQ. All rights reserved.

Terms and Conditions

Personal Use Only. You agree to use this Data together with Smartnav Mobile for the solely personal, non-commercial purposes for which you were licensed, and not for service bureau, time-sharing or other similar purposes. Accordingly, but subject to the restrictions set forth in the following paragraphs, you may copy this Data only as necessary for your personal use to (i) view it, and (ii) save it, provided that you do not remove any copyright notices that appear and do not modify the Data in any way. You agree not to otherwise reproduce, copy, modify, decompile, disassemble, create any derivative works of, or reverse engineer any portion of this Data, and may not transfer or distribute it in any form, for any purpose, except to the extent permitted by mandatory laws.

Restrictions. Except where you have been specifically licensed to do so by Trafficmaster Plc, and without limiting the preceding paragraph, you may not (a) use this Data with any products, systems, or applications installed or otherwise connected to or in communication with vehicles, capable of vehicle navigation, positioning, dispatch, real time route guidance, fleet management or similar applications; or (b) with or in communication with any positioning devices or any mobile or wireless-connected electronic or computer devices, including without limitation cellular phones, palmtop and handheld computers, pagers, and personal digital assistants or PDAs.

Warning. The Data may contain inaccurate or incomplete information due to the passage of time, changing circumstances, sources used and the nature of collecting comprehensive geographic data, any of which may lead to incorrect results.

No Warranty. This Data is provided to you "as is," and you agree to use it at your own risk. Trafficmaster Plc and its licensors (and their licensors and suppliers) make no guarantees, representations or warranties of any kind, express or implied, arising by law or otherwise, including but not limited to, content, quality, accuracy, completeness, effectiveness, reliability, fitness for a particular purpose, usefulness, use or results to be obtained from this Data, or that the Data or server will be uninterrupted or error-free.

Disclaimer of Warranty: Trafficmaster Plc AND ITS LICENSORS (INCLUDING THEIR LICENSORS AND SUPPLIERS) DISCLAIM ANY WARRANTIES, EXPRESS OR IMPLIED, OF QUALITY, PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. Some States, Territories and Countries do not allow certain warranty exclusions, so to that extent the above exclusion may not apply to you.

Disclaimer of Liability: Trafficmaster Plc AND ITS LICENSORS (INCLUDING THEIR LICENSORS AND SUPPLIERS) SHALL NOT BE LIABLE TO YOU: IN RESPECT OF ANY CLAIM, DEMAND OR ACTION, IRRESPECTIVE OF THE NATURE OF THE CAUSE OF THE CLAIM, DEMAND OR ACTION ALLEGING ANY LOSS, INJURY OR DAMAGES, DIRECT OR INDIRECT, WHICH MAY RESULT FROM THE USE OR POSSESSION OF THE INFORMATION; OR FOR ANY LOSS OF PROFIT, REVENUE, CONTRACTS OR SAVINGS, OR ANY OTHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF YOUR USE OF OR INABILITY TO USE THIS INFORMATION, ANY DEFECT IN THE INFORMATION, OR THE BREACH OF THESE TERMS OR CONDITIONS, WHETHER IN AN ACTION IN CONTRACT OR TORT OR BASED ON A WARRANTY, EVEN IF Trafficmaster Plc OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Some States, Territories and Countries do not allow certain liability exclusions or damages limitations, so to that extent the above may not apply to you.

Export Control. You agree not to export from anywhere any part of the Data provided to you or any direct product thereof except in compliance with, and with all licenses and approvals required under, applicable export laws, rules and regulations.

Entire Agreement. These terms and conditions constitute the entire agreement between Trafficmaster Plc (and its licensors, including their licensors and suppliers) and you pertaining to the subject matter hereof, and supersedes in their entirety any and all written or oral agreements previously existing between us with respect to such subject matter.

Governing Law. The above terms and conditions shall be governed by the laws of England without giving effect to (i) its conflict of laws provisions, or (ii) the United Nations Convention for Contracts for the International Sale of Goods, which is explicitly excluded. You agree to submit to the jurisdiction of England for any and all disputes, claims and actions arising from or in connection with the Data provided to you hereunder.

Government End Users. If the Data is being acquired by or on behalf of the United States government or any other entity seeking or applying rights similar to those customarily claimed by the United States government, this Data is a "commercial item" as that term is defined at 48 C.F.R. ("FAR") 2.101, is licensed in accordance with these End-User Terms, and each copy of Data delivered or otherwise furnished shall be marked and embedded as appropriate with the following "Notice of Use," and shall be treated in accordance with such

NOTICE OF USE

CONTRACTOR (MANUFACTURER/ SUPPLIER) NAME: NAVTEQ

CONTRACTOR (MANUFACTURER/SUPPLIER) ADDRESS: 425 West Randolph Street, Chicago, Illinois 60606

This Data is a commercial item as defined in FAR 2.101 and is subject to these End-User Terms under which this Data was provided.

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