License Agreement

END USER LICENSE AGREEMENT FOR NAVTEQ CORPORATION

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE USING THE NAVIGATION SYSTEM. THIS IS A LICENSE AGREEMENT FOR YOUR COPY OF THE NAVIGABLE MAP DATABASE, (THE 'DATABASE') ORIGINALLY MADE BY NAVTEQ CORPORATION, USED IN THE NAVIGATION SYSTEM. BY USING THE DATABASE, YOU ACCEPT AND AGREE TO ALL TERMS AND CONDITIONS SET FORTH BELOW.

Ownership

The DATABASE and the copyrights and intellectual property or neighboring rights therein are owned by NAVTEQ Corporation or its licensors.

License grant

NAVTEQ Corporation grants you a non-exclusive license to use your copy of the DATABASE for your personal use or for use in your business' internal operations. This license does not include the right to grant sub-licenses.

Limitations of use

The DATABASE is restricted for use in the specific system for which it was created. Except to the extent explicitly permitted by mandatory laws, you may not extract or re-utilise substantial parts of the contents of the DATABASE, nor reproduce, copy, modify, adapt, translate, disassemble, decompile or reverse engineer any portion of the DATABASE.

Transfer

You may not transfer the DATABASE to third parties, except together with system for which it was created, provided that you do not retain any copy of the DATABASE, and provided that the transferee agrees to all terms and conditions of this AGREEMENT.

Disclaimer of warranty

NAVTEQ Corporation does not warrant or make any representations, either express or implied, regarding the use or results of the use of the DATABASE in terms of its correctness, accuracy, reliability, or otherwise and expressly disclaims any implied warranties of quality, performance, merchantability, fitness for a particular purpose or non-infringement.

NAVTEQ Corporation does not warrant that the DATABASE is or will be error-free. No oral or written information or advice provided by NAVTEQ Corporation, your supplier or any other person shall create a warranty.

Limitation of liability

The price of the DATABASE does not include any consideration for assumption of risk of consequential, indirect or unlimited direct damages which may arise in connection with your use of the DATABASE, Accordingly, in no event shall NAVTEQ Corporation or supplier of the navigation system using the DATABASE ('Supplier') be liable for any consequential, special, incidental or indirect damages, including without limitation, loss of revenue, data, or use, incurred by you or any third party arising out of your use of the DATABASE, whether in an action in contract or tort or based on a warranty, even if NAVTEQ Corporation or the Supplier has been advised of the possibility of such damages. In any event, NAVTEQ Corporation's liability for direct damages is limited to the price of your copy of the DATABASE.

License Agreement

THE DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY, SET FORTH IN THIS AGREEMENT, DO NOT AFFECT OR PREJUDICE YOUR STATUTORY RIGHTS WHERE YOU HAVE ACQUIRED THE DATABASE OTHERWISE THAN IN THE COURSE OF A BUSINESS. Some states and laws do not allow the exclusion of implied warranties, so the above disclaimer may not apply to you.

Warnings

The DATABASE reflects reality as existing before you received the DATABASE and it comprises data and information from government and other sources, which may contain errors and omissions. Accordingly, the DATABASE may contain inaccurate or incomplete information due to the passage of time, changing circumstances, and due to the nature of the sources used. The DATABASE does not include or reflect information on - inter alia - neighbourhood safety: law enforcement: emergency assistance; construction work; road or lane closures; vehicle or speed restrictions; road slope or grade; bridge height, weight or other limits; road or traffic conditions; special events; traffic congestion; or travel time.

Government end users

If the DATABASE is for a region of North America and 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, the DATABASE is licensed with "limited rights".

Utilization of the DATABASE is subject to the restrictions specified in the 'Rights in Technical Data and Computer Database' clause at DFARS 252.227–7013, or the equivalent clause for non-defense agencies. Manufacturer of the DATABASE for North America is NAVTEQ Corporation, 10400 W. Higgins Road, Suite 400, Rosemont, Illinois 60018, USA.

EUROPEAN DECLARATION OF CONFORMITY



This navigation system conforms to the standard, Directive 99/5/EC.