

General Terms and Conditions of NAVTEQ (DE) GmbH

Version 2008.6

A. General Provisions

1. Purpose

These General Terms and Conditions (GTC) apply exclusively to all present and future contractual relationships between NAVTEQ (DE) GmbH (NAVTEQ (DE)) and the Customer, provided that the Customer is a person within the meaning of Section 310 paragraph (1) sentence 1 of the German Civil Code (*BGB*). The General Provisions in A and the Conditions for the Use of Third Party Data in B apply to all contracts unless the special provisions under C: Sale of Standard Software, D: Granting of Rights of Use for Software or online services for a Limited Period or E: Other Services, provide otherwise. These GTC apply to all contracts, regardless of whether such contracts were executed via Internet or otherwise. Customer's general terms and conditions do not apply unless NAVTEQ (DE) has consented to their inclusion in writing. Notice of any changes to these GTC will be given to the Customer in writing and such amendments are deemed approved once the Customer has been notified thereof and did not object to the amendment in writing within a period of one month.

2. Scope

Certain data and information displayed in the products of NAVTEQ (DE) are delivered by Third Parties (see B.) and may be amended by the Customer himself or by NAVTEQ (DE) upon the Customer's request. NAVTEQ (DE)'s contractual obligation is limited to the processing, visualization, and/or internal implementation of such data in the Customer's environment. All map presentations are – as all maps – subject to constant changes and never are a comprehensive representation of reality. Therefore, NAVTEQ (DE) is not responsible for the accurateness of the map presentations and the data. In the event that NAVTEQ (DE), upon the Customer's request, amends the Data, notwithstanding A 6. (below), its liability is limited to errors in handling of data delivered by the Customer. The following functionalities are not within the scope of the contract and require a separate licence agreement: (i) Transfer and/or reproduction of data resulting from systems measuring movements of vehicles or persons and data regarding the position of vehicles or persons based on technical systems such as GPS, gyroscopes, wheel sensors, etc.; (ii) data transfer to mobile end user devices by the Customer; (iii) use of the delivered functionalities for the purpose of geo-coding of data, tour-planning or comparable purposes. Not within the scope of the contract is the provision of access to the Internet and communication lines between the Customer, its end-users, and NAVTEQ (DE). In the course of the further development and optimization of the products, NAVTEQ (DE) is entitled to implement changes to the products, unless material functionalities are adversely affected thereby. NAVTEQ (DE)'s products may contain links to online content of third parties. NAVTEQ (DE) chose those third parties with due care. The third parties install, administrate and maintain their online content exclusively in their own responsibility. The content of those sites are unknown to NAVTEQ (DE), are not controlled by NAVTEQ (DE), and the provision of such content is in no event within the scope of the agreement between NAVTEQ (DE) and the Customer.

3. Invoices, Delayed Payment, Price Increase

All invoices will include value-added tax and are due two weeks after receipt, unless agreed otherwise. From the date on which payment is due, NAVTEQ (DE) is entitled to charge interest at a rate of 8 % p.a. above the currently valid base rate of the ECB, unless NAVTEQ (DE) may prove exceeding damage due to default. Where recurring obligations are concerned, NAVTEQ (DE)'s obligation to perform will be interrupted for the duration of the customer's default of payment. In the event that third party deliverers (especially deliverers of data) increase their prices towards NAVTEQ (DE) compared to those prices that applied at the execution of the contract, NAVTEQ (DE) shall have the right to increase their prices towards the customer accordingly, unless such contract is not an agreement on a continuing contractual relationship (*Dauerschuldverhältnis*). In addition, NAVTEQ (DE) may increase their prices once in a calendar year by a maximum of 5 %, if the contract is a continuing contractual relationship (*Dauerschuldverhältnis*), but not within the first year of the contract. The increase of the prices becomes valid two weeks after a corresponding notice from NAVTEQ (DE) to the next 1st day of a calendar month. In the event the third party deliverer is a deliverer of data, the Customer shall have the right to partially terminate the contract within a period of two weeks from NAVTEQ (DE)'s notice, insofar as it concerns the delivery of data. In this event the Customer shall be solely responsible for the delivery of the data. Should the price increase of NAVTEQ (DE) exceed 10 % in one calendar year, the customer shall have an extraordinary termination right; such termination has to be notified to NAVTEQ (DE) no later than two weeks from the receipt of NAVTEQ (DE)'s notice on the increase. In the event NAVTEQ (DE) entrusts a third party with the invoicing and collecting of payments from the Customer, NAVTEQ (DE) may at any time by way of a written or faxed notice to the customer, revoke such right of the third party to collect payments, and demand payment to NAVTEQ (DE).

4. Retention of Title

Only upon full payment of the purchase price plus auxiliary costs plus value-added tax and including the settlement of all claims of NAVTEQ (DE) that arose after the signing of the contract, the ownership of the purchased goods is transferred to the customer.

5. Extended Retention of Title

If the Customer purchases goods from NAVTEQ (DE) with the intention of reselling them, he/she is entitled to resell these in the ordinary course of business. The Customer, however, assigns to NAVTEQ (DE) even now all receivables originating from the resale to his customers or third parties, including those resulting from a current account (*Kontokorrent*) between the Customer and his customer, and irrespective of whether the supplied good was resold with or without further processing. The customer is authorized to cash these receivables. This does not affect the entitlement of NAVTEQ (DE) to assert this claim independently, but NAVTEQ (DE) does commit itself not to assert any claims as long as the Customer meets his payment obligations in an orderly manner and does not default. As soon as default of payment occurs, NAVTEQ (DE) can demand that the Customer notifies NAVTEQ (DE) of the assigned receivables, the name and address of the debtor, and that he provides all of the information necessary to assert the claim, that he hands over all relevant documentation, and that he duly notifies the debtor about the assignment.

6. Liability

Liability on the part of NAVTEQ (DE) only occurs when the damage was incurred through an infringement with its obligation with gross negligence (*grobe Fahrlässigkeit*) or intent by a statutory representative (*gesetzlicher Vertreter*) or a person whom NAVTEQ (DE) employed in performing its obligations (*Erfüllungsgehilfe*) and in case of damages to life or health. In the event of a culpable infringement of an obligation essential to the contract (*Kardinalpflicht*) of statutory representatives or senior employees (*leitende Angestellte*), NAVTEQ (DE) is liable for such damages foreseeable at the execution of the contract or which is typical to the contract and loss of profit and any consequential damage is excluded in this case. All further claims for damages are excluded. In the event of loss of data, programs and their recovery, NAVTEQ (DE) is only liable to the extent that this loss could not have been avoided if the customer had taken the appropriate measures, in particular the back-up of all data and programs.

7. Rescission

The Customer may only rescind the contract in the event of a culpable infringement with NAVTEQ (DE)'s obligations. NAVTEQ (DE) is entitled to rescind the contract if NAVTEQ (DE) can not perform its obligations under the contract due to *force majeure*, disruptions of NAVTEQ (DE)'s operations, strike, or shut-down. NAVTEQ (DE) shall also have the right to rescind if it cannot perform its obligations under the contract because third party deliverers (especially deliverers of data) did not – without any negligence on the side of NAVTEQ (DE) – fulfil their obligations towards NAVTEQ (DE).

8. Passing of Risk

The risk regarding non-transfer or deficient transfer of data passes to the Customer as soon as such data leaves NAVTEQ (DE)'s sphere.

9. Offsetting of Claims

The Customer is only entitled to offset claims and to withhold payment if his counter-claims have been recognized by NAVTEQ (DE) or are uncontested or finally determined by a court of competent jurisdiction.

10. Right to Withhold

The Customer's right to withhold is excluded if it is not based on the same contractual relationship. Software purchase, software maintenance and other individual subjects of the contract are each regarded as independent contractual relationships, even if the relevant contracts were concluded simultaneously or in one deed.

11. Deadlines

The prerequisite for compliance with all deadlines by NAVTEQ (DE) is that customer fulfils his contractual obligations completely and in a timely manner. If this is not the case, an agreed or imposed deadline is extended by the period of delay.

12. Password Security

The Customer may determine his password for the Administration Area himself. Therefore, he himself is responsible for the choice of his password. Should NAVTEQ (DE) transfer to the Customer a login name and a password via Email, the Customer is obliged to change such password immediately on the Map24-website. The Customer is responsible to keep his password confidential. The Customer shall not disclose the password to any third party or NAVTEQ (DE)'s employees. The Customer is aware of the fact that the transfer of the password based on today's state of the art grants a high but not a complete security. In case of a misuse of the Customer's password by any third party, NAVTEQ (DE) is not liable for any damages. In the event that the Customer forgets his password or any other login data, NAVTEQ (DE) will, upon request and sufficient prove of his/her identity, provide the Customer with the password and other login data via email. In the event a third party obtained knowledge of the password or the other login data, the password and the login data may be changed by the Customer. The old login data loses its validity and the new login data will be sent to the Customer's email-address.

13. Copyright Marks

Notices with regard to sources, copyrights, company names, trademarks, and other notices with regard to legal disclaimers contained in NAVTEQ (DE)'s products shall not be deleted, hidden, or changed or be made illegible in any other way, or – as the case may be – shall be included by the Customer in his application. The same applies to the links to the Map24-Homepage. The Customer shall (i) include a copyright notice in favor of NAVTEQ (DE) and the data providers on the respective website or software interface, (ii) insert a link to these GTC and (iii) not delete the „MapTP“-Logo.

14. Customer's Applications

The Customer is responsible for the content of his applications, in which NAVTEQ (DE)'s products are inserted. The Customer will indemnify NAVTEQ (DE) against any third party claims resulting from the infringement of copy rights or other intellectual property rights. The same applies to the data inserted into the Map24 products on behalf of or by the Customer.

15. Place of Jurisdiction, Applicable Law

If the Customer is a person within the meaning of Section 310 paragraph (1) sentence 1 *BGB*, Frankfurt am Main is the exclusive place of jurisdiction; NAVTEQ (DE) is, however, entitled to bring an action against the Customer at any of its general places of jurisdiction (*Allgemeine Gerichtsstände*). Only German Law applies, with the exclusion of the UN Vienna Convention on Contracts for the International Sale of Goods (CISG).

16. Other Provisions

Any assignment of the Customer's rights arising from a contract with NAVTEQ (DE) requires the prior written consent of NAVTEQ (DE). NAVTEQ (DE) is entitled to have the contract fulfilled by third parties and to assign receivables against the Customer to third parties. Changes and/or supplements to this contract must be made in writing, including the revocation of the requirement for the written form. Should any of the individual provisions of this contract prove to be invalid, this will not affect the validity of the remaining provisions. The contract partners are obliged to replace any invalid provisions with others of equal economic value.

B. Use Rights of Third Party Data

1. Right to Use

The maps and other data are delivered to NAVTEQ (DE) by third party licensors and NAVTEQ (DE) processes the same data for online display (the Data). The Data is protected by copyrights and other intellectual property rights. NAVTEQ (DE) grants the Customer a non-transferable, non-exclusive right to use the Data available in NAVTEQ (DE)'s products, exclusively for the internal use of the Customer. The Customer is not entitled to copy, modify, extract parts, change or develop own products based on the Data. The Customer shall not deduct the source code, source files, the overall structure of the Data or parts thereof, nor even attempt such deductions, neither in the way of restructure, disassemble, decompilation or in any other way. The Customer may not use NAVTEQ (DE)'s product and the Data for the purpose of rendering services to third parties or for other purposes that would include the processing of the Data by any third party or division. The Customer is not granted any property rights with regard to the Data that stay completely with the licensor and/or NAVTEQ (DE), as the case may be. Copyright notices and retention of title notices which are in the Data or attached to it shall not be changed or deleted.

2. No Guarantee

NAVTEQ (DE) does not assume any guarantee with regard to the accurateness of the Data.

3. Licensor

The Licensor is a third party beneficiary of NAVTEQ (DE)'s rights regarding the rights arising from this lit B. but does not become a party to the contract between Customer and NAVTEQ (DE). Licensor does not assume any obligations hereunder.

C. Provision of Standard Software

1. Scope of Provision of Standard Software

With the execution of a contract regarding the acquisition of Standard Software, the Customer acquires the permanent, non-exclusive right to use the software upon payment of a one-off remuneration. This right only becomes effective upon due payment of the purchase price. NAVTEQ (DE) only grants use rights for software to the number of workplaces stipulated in the contract. Any simultaneous usability of the Software at several work stations requires the written consent of NAVTEQ (DE). Unless set forth otherwise, the acquisition of the Software does not include the acquisition of use right of maps of third parties or other of other data of third parties.

2. NAVTEQ (DE)'s Property Rights

All current and future copyright and/or other industrial property rights to the programs relinquished by NAVTEQ (DE) to the Customer and to all programs and sub-programs which may have been derived from these remain with NAVTEQ (DE). The Customer is not authorized to duplicate the Software (with the exception of initial installation, loading into the working memory and the making of the necessary back-up copies). The Customer may only alter software to the extent stipulated in Art. 69e *UrhG* (German Copyright Law). Alterations may only be made by external competitor companies of NAVTEQ (DE) if NAVTEQ (DE) is not willing to make these changes for appropriate remuneration within an adequate period of time after receiving written notification from the Customer. The Customer is obliged to safeguard the software against unauthorized access by third parties and to assure by means of instructions and agreements with their employees that NAVTEQ (DE)'s contractual rights are maintained on the basis of these conditions.

3. Forwarding, Installation

The Software will be forwarded on data carriers using conventional means of transport or online. The risk is transferred to the Customer with the handover to the freight carrier. The Customer is responsible for the installation of the software.

4. Retention of Title

All physical data carriers, onto which the Software has been copied, as well as the software itself, remain the property of NAVTEQ (DE) until payment has been made in full and all claims made by NAVTEQ (DE) have been satisfied, including those made after the conclusion of the contract. In the event that NAVTEQ (DE) asserts its right to retention of title, the customer's right to use the software expires automatically and the customer is obliged to delete without delay all program copies not stored on data carriers supplied by NAVTEQ (DE).

5. Scope of Warranty

The Customer shall without undue delay (i) test the Software upon receipt and (ii) notify NAVTEQ (DE) in writing of any open defects, in no case after more than 10 days. Hidden defects shall be notified in writing without undue delay after discovery, but in no case after more than 10 days. In the event of a warranty, NAVTEQ (DE) is entitled - excluding the Customer's other rights - to choose to remedy the defect either by way of removing the defect or by delivery of a replacement free of defects. Should NAVTEQ (DE) not be able to remedy the defect, then the Customer shall have the right to reduce the purchase price or - at his discretion - to rescind the contract. Any warranty claim is barred by the statute of limitation upon one year after delivery of the good. This does not apply in the event of Section 438 paragraph 1 no. 2 and Section 634a paragraph 1 No. 2 BGB and in the event NAVTEQ (DE) intentionally did not notify the Customer of the defect. With regard to possible damage claims of Customer in accordance with Section 437 No. 2 BGB the limitation of the statute of limitation does not apply, if NAVTEQ (DE) would be liable in accordance with A6. (above). Indemnification claims of the professional trader in case of a purchase agreement for consumer products (Sections 474 ff. BGB) remain unaffected.

6. Resale, Rental, Free Relinquishment

The resale and the free of charge relinquishment of the software by the Customer to third parties is permitted, provided however that the Customer provides NAVTEQ (DE) with the name and address of the new user prior to the resale and the new user accepts these GTC by giving written confirmation to this effect to NAVTEQ (DE). In the event of the resale and relinquishment free of charge, the customer must give the new user all copies of the program or destroy any copies not handed over. The customer's utilization right expires forever with the resale of the software and for the duration of the relinquishment in the event that it is passed on to a new user. The customer is not entitled to rent out the Software against remuneration. If the Customer infringes on these obligations, he is obliged to pay a contractual penalty to NAVTEQ (DE) equivalent to the amount paid for the acquisition of the Software. Further damage claims are not excluded.

7. Other Services

The costs of consultancy, training, and installation as well as travelling expenses will be charged to the customer by separate invoice. The provisions listed in Para. E of these GTC apply.

D. D. Granting of Rights for a Limited Period (License)

1. Use Right

By means of a contract with which NAVTEQ (DE) grants the Customer the right to use the Software and/or an Online Service for a limited period, the Customer is given the non-exclusive and - if not agreed otherwise - non-transferable right to use the Software and/or the Online Service to the extent limited by the purpose of the contract. Upon expiration of the contract, the customer is obliged to (i) delete or return to NAVTEQ (DE) all copies of the Software on his/her computer system, (ii) refrain from any further use of the Software and parts thereof and/or the Online Service, and (iii) ensure that all third parties to whom the Customer has relinquished the Software comply with the obligations set forth under (i) and (ii), above.

2. NAVTEQ (DE)'s Property Rights

Ownership of the data carriers and other items (documentation etc.) issued by NAVTEQ (DE) is not passed on. The right of possession ends without further recourse and without a right to withhold with the termination of the contract.

3. Online Validation

NAVTEQ (DE) reserves the right to include a functionality in the Software and the Online Service that causes a regular online validation of the license granted hereunder with the servers of NAVTEQ (DE) and which allows to discontinue the usability of the Software and the online service by the Customer in the event the license hereunder expired. NAVTEQ (DE) warrants that this Software functionality will

only transfer to NAVTEQ (DE) such information required to verify the continuing existence of the license.

4. Preservation of Information

In the event a variable license fee based on transaction volumes or alike is agreed upon, the Customer shall count such transactions, customer, or as the case may be any third party involved herein such as e.g. distributors of Customer, shall preserve the relevant information on the volumes for each calendar month on durable storage media (either electronically or in print outs) until at least the end of the fifth calendar year following the calendar year of the respective month.

5. Auditing

In the case of D.4., NAVTEQ (DE) shall have the right to audit the books and records of the Customer with regard to the due reporting of the volumes. NAVTEQ (DE) shall employ a third party which is subject to professional confidentiality restrictions (auditing firm, CPA, lawyer etc.) to exercise such as audit. Such auditor shall report to NAVTEQ (DE) any and all findings and information that it deems relevant in this context. NAVTEQ (DE) will keep such information strictly confidential, except in the event a dispute on volumes and the amounts owed to NAVTEQ (DE) should arise between the parties. In the event the auditor made a finding that in one calendar month the volume was in fact more than 10 % higher than reported or in the event that in more than two calendar months in one calendar year it was in fact 5 % higher than reported, the Customer shall pay the costs of the auditor. The same applies should the auditor make findings that the Customer did not comply with its obligation to preserve information in accordance with D.4 above. In any other event NAVTEQ (DE) shall bear such costs.

E. E. Other Services

1. Extent of Performance

The scope of other service orders in the computer area and/or to support the Customer with the installation of their hardware and software or provide customer service not covered by existing maintenance contracts, training, consultancy or the preparation of cost estimates will be in accordance with the provisions of the customer's order or the service contract.

2. Remuneration

If a flat rate has not been agreed, upon the calculation of remuneration for services rendered will be in accordance with the amount of time invested plus travelling expenses, overnight costs and other expenses listed in the currently valid NAVTEQ (DE) price list. If remuneration is based on working time, the hours worked will be listed in a work report. Half-hour increments that have commenced will be charged as complete half hours. When charging in accordance with outlay and by flat rate, spare parts will be charged additionally in accordance with the currently valid NAVTEQ (DE) price lists.

3. Deadlines

Any deadlines mentioned to the customer, even if a specific time of day was given, and the naming of employees are non-binding estimates.