

DECARTA DEVELOPER ZONE USER AGREEMENT

Welcome to the deCarta Developer Zone. Your use of the deCarta Developer Zone Software, Services, Content, and Materials (collectively the "DevZone") is subject to the terms and conditions set forth in this user agreement as well as the Developer Zone General Terms and Conditions attached hereto as Exhibit A (collectively, the "Agreement"). This Agreement governs the relationship between deCarta (referred to herein as "deCarta," "we," "us") and you (including your employer and your affiliates and its or their employees, contractors and authorized agents; referred to herein as "you" or "Customer") with respect to your membership and use of the DevZone.

1. LICENSE FEES AND USE MODELS

The terms of Customer's use and the license fees due for Customer's use of the DevZone shall depend on the model that Customer's use falls under as outlined below:

Model 1: Community

Fees: Royalty-free subject to the below transaction limits.

Map Datasets Available: NAVTEQ.

Transaction Limit:

- 50,000 Transactions per day.

Restrictions and Customer Obligations:

- Customer may only use this model for non-commercial use of the DevZone;
- Customer may not include advertisements within its Developer Application or charge a fee for its Developer Application under this model; and
- By using this model, Customer hereby agrees to include on any maps retrieved under this model an attribution statement in the format as specified by deCarta that reads, "Powered by deCarta".

Model 2: Paid Transactions

Fees: \$3.75 per 1000 Transactions, purchased in bundles of 1 million (\$3,750 per 1 million Transactions).

Map Datasets Available: NAVTEQ, OSM, and TomTom.

Transaction Limit:

- Unlimited.

Free Transactions:

- Customer's first 1 million Transactions under this model are free, subject to a Transaction limit of 50,000 per day. Upon Customer exceeding the above daily limit, fees will be assessed on Customer's usage.

Restrictions and Customer Obligations:

- Customer may use this model for commercial use of the DevZone; and
- Customer may source its own advertisements and include them within its Developer Application under this model. Customer shall retain all advertising revenue generated by such an inclusion of advertisements.

Per IP Address Per Day Calculation Limits: The Developer Application shall be subject to the following per IP address per day calculation limits:

- 5,000 geocode calculations per IP address per day;
- 50,000 route calculations per IP address per day; and
- Should Customer exceed the above per IP address per day geocode calculation and/or route calculation limit, deCarta shall charge and Customer shall pay a license fee of \$0.005 per each geocode calculation and/or route calculation in excess of the above transaction limits.

Developer Application Restrictions: The following restrictions shall apply to the Developer Application:

- the Developer Application shall not be capable of realtime route guidance or turn-by-turn navigation;
- the Developer Application shall have no In-Vehicle System Integration;
- the Developer Application may use a maximum of two positioning sensors consisting solely of either (x) GPS and/or cellular-based triangulation, or (y) Wi-Fi and/or cellular-based triangulation in connection with providing Transactions;
- the Developer Application shall not be used for fleet management, dispatch, and/or perform route optimizations involving more than one Asset; or for geographic information services (an information system that analyzes, processes, and visualizes information in order to manage land use, natural resources, environment, urban or enterprise facilities, or any other fixed assets); and
- the Developer Application shall not operate only behind a firewall or on an internal network only except as it relates to testing and development (i.e. the Developer Application shall be End-User facing).

Upon Customer's violation of any of the restrictions or customer obligations outlined above and Customer's failure to cure said violation within fifteen (15) days written notice thereof, deCarta may, at its sole option, disable Customer's access to the DevZone or, if appropriate, place Customer under one of the other use models outlined above.

For the sake of clarification, commercial use shall include, without limitation, the following:

- (A) deployment of the Software, Content, Services, Materials, or Developer Application in a production environment;
- (B) restricting access (via passwords, usage fees or other safeguards) to the Software, Content, Services, Materials, within the Developer Application; and
- (C) charging End Users a fee to access the Software, Content, Services, Materials, or Developer Application.

2. PAYMENT TERMS AND REPORTING

deCarta shall provide to Customer on a monthly basis, within twenty (20) business days of the end each month, a report detailing Customer's use of the DevZone in the previous month, including the number of Transactions performed by Customer. Said report shall also detail any instances where Customer has exceeded the daily, per IP geocode calculation and route calculation limits.

As applicable, deCarta shall invoice Customer based on said report, with payment on said invoice being due within thirty (30) days of its issue.

As applicable, deCarta shall issue payment based on said report within thirty (30) business days of the end of the month being reported.

Customer shall have ten (10) business days to dispute the accuracy of any invoice issued hereunder by providing deCarta with written notice thereof. Failure to dispute the accuracy of any invoice within said ten (10) business day period shall cause said invoice to be considered accurate and valid.

3. LICENSE GRANTS AND AUTHORIZED USE

License Grants

Subject to this Agreement and in consideration of Customer's payment of any applicable fees, deCarta grants to Customer a non-sublicensable, non-transferable, non-exclusive, terminable, limited license in the Territory to:

- a.) use the Software and Services to display Content solely in the Developer Application;
- b.) use, publicly perform, and publicly display Content via the use of the Software and Services, solely in the Developer Application; and
- c.) to create Derivatives of the Client APIs and Reference Applications and to use said Derivatives to publicly perform, and/or publicly display Content via the use of the Software and Services, solely in the Developer Application.

Restrictions

Except as otherwise expressly provided in this Agreement, the foregoing license grants do NOT include the following rights, and you may not:

- (A) transfer, sublicense, or otherwise distribute the DevZone to any third party;
- (B) copy the Software, except for a single backup copy;
- (C) except as expressly provided herein, publish, publicly perform or display, modify, make derivative works based on, or distribute to any third party any part of DevZone, including reproduction on any computer network or broadcast or publications media;
- (D) systematically collect and use any data or content including the use of any data mining including but not limited to spiders, scrapers, robots, or similar data gathering and extraction methods;
- (E) make Derivative Works based on the DevZone, nor permit any third party to do so;
- (F) disassemble, decompile or reverse engineer the DevZone nor permit any third party to do so, except to the extent such restrictions are prohibited by law;
- (G) use, frame, or utilize framing techniques to enclose any portion of the DevZone (including the images found on the DevZone or any text or the layout/design of any page or form contained on a page); or
- (H) create a turn-by-turn navigation application, create a fleet management application, perform route optimizations involving more than one Asset, perform mobile resource management, or perform Asset Tracking.

In addition, you may not use Open Source Materials in such a way that:

- (A) creates, or purports to create, obligations for deCarta with respect to the DevZone; or
- (B) grants, or purports to grant, to any third party any rights or immunities under deCarta's Intellectual Property Rights, including, but not limited to, requiring any portion of the DevZone to be (i) disclosed or distributed in source code form, (ii) licensed for the purpose of making Derivative Works, or (iii) redistributed at no charge.

You may not use the DevZone for internal data processing. The Developer Application may not perform any actions that might constitute a denial of service with respect to the DevZone, including but not limited to performing repetitive, exploratory, benchmarking or any other activities that may adversely affect the performance of the DevZone.

deCarta reserves the right and discretion to determine whether your use of the DevZone is in conformance with this

Agreement, and also reserves the right to immediately suspend or terminate your access to the Software without liability to you for any breach of any term of this Agreement.

You agree that you are solely responsible for (and that deCarta has no responsibility to you or to any third party for) any data, content, or resource that you create, transmit, make available, or display through the use of the DevZone. You agree that deCarta has no responsibility or liability for the deletion or failure to store any portion of the DevZone, information or other communications maintained or transmitted as part of the DevZone.

Except for the limited license granted to you herein, you are not conveyed any other right or license by implication, estoppel, or otherwise in or under any patent, trademark, copyright, or proprietary right of deCarta or any third party. deCarta reserves all rights and licenses not expressly granted to you under this Agreement. Any unauthorized use of the DevZone will terminate the permission or license granted by this Agreement, will be considered a material breach of this Agreement, and may violate applicable law including copyright laws, trademark laws (including trade dress), and communications regulations and statutes. deCarta may audit your use of the DevZone to ensure that you are in compliance with the terms of this Agreement. The audit shall be conducted during business hours and in a manner that does not disrupt your business operations. Licensee shall promptly deliver to deCarta any unpaid fee for any errors or omissions disclosed by such audit. If the underpaid fees exceed five percent (5%) of the fees owed over the period covered by the audit, then Licensee shall also pay deCarta's reasonable costs of conducting the audit.

Customer may have access, via the DevZone, to geographic map data developed by third parties. Customer's use of any such map data shall be governed by additional data licensing terms set forth in Exhibit D hereto.

4. DEVELOPER'S LICENSE GRANT

Subject to this Agreement, if during the term of this Agreement, Customer shall make an improvement, refinement, invention, discovery and/or development with regard to the Client APIs and/or Reference Applications, Customer shall own such Derivatives and shall grant a non-exclusive, royalty-free, fully paid-up, world-wide, irrevocable license to the improvement to deCarta for the term of any patent issued on the improvement. For clarity, Licensee shall have no obligation to provide such Derivatives to deCarta. Customer hereby agrees to include the following attribution notice within the Derivative code or any associated license:

"This code is part of the deCarta Mobile Client API/Reference Applications. deCarta, Inc. is the developer of the original code and owns all intellectual property rights in the portions it created. This code is provided "AS IS" without warranty of any kind. deCarta DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, QUIET ENJOYMENT AND WARRANTIES ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE. "

In addition, for the duration that this Agreement is in effect, Customer hereby grants to deCarta a limited, irrevocable, non-exclusive, royalty-free license within the Territory to reproduce, adapt, modify, translate, publicly perform, publicly display, and distribute Customer Content **solely** to enable deCarta to provide and improve the Services to Customer. Customer hereby represents and warrants that you own or otherwise control all of the rights to the Customer Content; that the material is accurate; that use of the Customer Content does not violate this Agreement, any applicable laws and will not cause injury to any person or entity; and that you will indemnify deCarta for all claims resulting from deCarta's use of the Customer Content.

5. TECHNICAL SUPPORT AND SERVICE LEVELS

For Customers whose use of the DevZone falls under Model 1 or Model 2 above, technical support shall be limited to support provided via the DevZone forums. In addition, for said users, there shall be no service level guarantees, and deCarta shall have no liability to Customer or any third party for any failure to achieve the Target Uptime Percentage (as defined in Exhibit C).

For Customers whose use of the DevZone falls under Model 3 or Model 4 above, technical support shall be provided to Customer per deCarta's Technical Support Policy, attached hereto as Exhibit B. In addition, for said users, the Service shall be provided per deCarta's Service Level Agreement attached hereto as Exhibit C.

6. TERM AND TERMINATION

This Agreement shall be effective as of the date you first access the DevZone, or first download, install, or use any portion thereof, whichever occurs first (the "Effective Date") and shall continue until terminated in accordance with its terms. This Agreement will continue in effect for one (1) year from the Effective Date and shall then automatically renew and continue in effect for one (1) year renewal terms unless either party provides the other with sixty (60) days advanced written notice of its intent to not renew the Agreement.

Each party will have the right to terminate this Agreement or any license granted under Section 1 of this Agreement, if the other party breaches any material term of this Agreement and fails to cure such breach within thirty (30) days of written notice

thereof. Upon Customer's failure to cure a material breach within the aforementioned thirty (30) days notice period, deCarta may disable Customer's access to the DevZone at its sole discretion.

Upon termination of this Agreement by either party, Customer's right to use the DevZone will immediately cease, and Customer shall destroy all Materials, Software, and Content obtained from or through DevZone and all copies thereof, whether made under the terms of this Agreement or otherwise.

The rights and obligations of the parties contained in this Agreement, that, by their nature, should continue upon the termination or expiration of this Agreement, including but not limited to provisions related to confidentiality, indemnification, limitations of liability, and disclaimers of warranty, shall survive the termination or expiration of this Agreement.

I hereby represent and warrant that I am at least 18 years of age and have carefully read this Agreement and all of its Exhibits, and that I agree to all of the terms and conditions set forth therein.

EXHIBIT A
DECARTA DEVELOPER ZONE GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

"*Asset*" means assets actively tracked by Customer, and may include without limitation pallets, vehicles, or people.

"*Client APIs*" means those application programming interfaces made available through the DevZone and interface with the DevZone allowing for internet-based location based services application development. Client APIs shall include, but not be limited to, the DevZone JavaScript, Mobile JavaScript, Android, iPhone, J2ME, Bada, and XML over HTTP APIs. Client APIs shall be provided in non-obfuscated source code format.

"*Content*" means any content provided through the DevZone, including but not limited to map data, satellite imagery, and traffic data.

"*Customer Content*" means any content that Customer provides in its Developer Application, including but not limited to data, images, video, or software.

"*Derivatives*" means works that are based upon one or more pre-existing works included in the Software, such as revisions, enhancements, modifications, translations, condensations, compilations, or any other form in which such pre-existing works may be recast, transformed or adapted, whether prepared by you or deCarta.

"*Developer Application*" means your location-enabled application that is integrated with the Software, as authorized herein.

"*DDS Web Services*" means an Internet-accessible version of deCarta's Drill Down Server and the interface through which the Developer Application may make location-based services queries to the DDS via the Internet.

"*End User*" means the individual human end user who uses the Developer Application.

"*In-Vehicle System Integration*" means that the application is either capable of being, or is, connected or in communication with any electrical, mechanical, communication or information systems of, or installed in, a vehicle. Notwithstanding the foregoing, an application will not be considered to be capable of In-Vehicle Integration solely because such application (including the device on which it resides) (a) may be manipulated through the use of the volume controls of another device installed or present in a vehicle, (b) uses a vehicle's speakers and/or microphone to allow the End-User to utilize the application's voice recognition capabilities, (c) is capable of being connected to a power source in a vehicle provided that the device the application resides on also has its own power source that would allow the application to operate outside of the vehicle, or (d) allows an application's audio and/or video to be outputted through the vehicle's built-in entertainment system, so long as the application cannot be controlled through said entertainment system (other than the manipulation of said application through the use of volume controls of another device installed or present in the vehicle).

"*Intellectual Property Rights*" means any and all rights existing from time to time under patent, copyright, semiconductor chip protection, moral rights, trade secret, trademark, unfair competition, publicity rights, privacy rights and any and all other proprietary rights laws, and any and all applications, renewals, extensions and restorations thereof, now or hereafter in force and effect worldwide.

"*Open Source Materials*" means any software that contains, or is derived in any manner (in whole or in part) from, any software that requires as a condition of its use, modification or distribution that it be disclosed or distributed in source code form or made available at no charge, including without limitation software licensed under the GNU General Public License (GPL) or Lesser/Library GPL (LGPL), the Mozilla Public License, the Netscape Public License, the Sun Public License, or the Sun Industry Standards License.

"*Reference Applications*" means those sample applications available on the DevZone that provide guidelines, patterns, and code for real-world application scenarios.

"*Service*" means the services provided via the DevZone and includes Customer's use of the Software to display Content, and display Customer Content in the Developer Application.

"*Software*" means the DDS Web Services, the Client APIs, the Reference Applications, and any application code made available via the DevZone, and all related documentation.

"*Territory*" means the primary place of business of the Customer.

“Tracking” means determining the position of a moving physical asset on a map.

“Transaction” means any single XML request, made either directly or through a Client API, to the DDS Web Services. Each of the following shall be considered a single Transaction: a.) an initial load of the map control; b.) a geocode; c.) a reverse-geocode; d.) a search request; or e.) a route request. For calls to generate a static map image, each call to generate a map image for a new location is considered a new Transaction. However, panning the map around a location, or zooming the map does not constitute additional Transactions. For calls to generate a route, a single Transaction includes the route call and two geocode calls, one for each of the origin and destination locations. Closing a page or UI containing a map control and reopening it, or refreshing said page, shall result in a new load of the map control and shall thus constitute an additional Transaction.

2. DEVZONE REGISTRATION

In order to participate in DevZone, you are required to provide information about yourself as prompted by our online registration form as part of the registration process. You agree that any registration information you provide to deCarta will always be accurate, current and complete. You acknowledge that, if any information provided by you is untrue, inaccurate, not current or incomplete, we have the right to immediately without notice and without refund terminate your DevZone membership and your use of the DevZone. deCarta or one of its authorized agents will notify you if your application for membership is accepted. You acknowledge and agree that we have the right to deny membership in DevZone to any applicant at our sole discretion.

You understand and agree that you are responsible for maintaining the confidentiality of any username and password associated with your use of any part of the DevZone. Accordingly, you agree to accept sole responsibility for all activities that occur under your account or password.

You agree to immediately notify deCarta of any unauthorized use of your account or password or any other compromise of security. deCarta reserves the right to take any and all action, as it deems necessary or reasonable, to ensure the security of DevZone and your account, including without limitation terminating your account, changing your password, or requesting additional information to authorize transactions on your account. Notwithstanding the above, deCarta may rely on the authority of anyone accessing your account or using your password.

3. PROPRIETARY RIGHTS

All legal right, title and interest in and to the DevZone including any Intellectual Property Rights which subsist in the DevZone (including without limitation rights in the Software, Services, and Content, whether those rights happen to be registered or not, and wherever in the world those rights may exist) are and will remain the exclusive property of deCarta and/or its licensors. For clarity, deCarta and/or its licensors owns all worldwide rights, title and interest in and to, the Software, Content, and Services and any Derivatives thereof.

The trademarks and service marks displayed on the DevZone are registered and unregistered trademarks of deCarta and may not be copied, imitated or used, in whole or in part, without the prior written permission of deCarta or, if applicable, its licensor. Unless you have agreed otherwise in writing with deCarta or, if applicable, its licensor, nothing in this Agreement gives you a right to use any of deCarta’s trade names, trade marks, service marks, logos, domain names, and other distinctive brand features. The map images provided to you through the DevZone may contain the trade names, trademarks, service marks, logos, and other distinctive brand features (collectively, “Proprietary Notices”) of deCarta and its partners. You may not delete or in any manner alter any Proprietary Rights notices that may be affixed or contained within the Software.

Unless you have been expressly authorized to do so by deCarta, you agree that in using the DevZone, you will not use any trade mark, service mark, trade name, logo of any company or organization in a way that is likely or intended to cause confusion about the owner or authorized user of such marks, names, or logos.

Use of Other Materials

Unless otherwise specified on the DevZone, during the term of this Agreement you may download materials, such as content, data files, text, graphics, images, audio and video files, logos, icons, software or links (collectively “Materials”) displayed on the DevZone, and may use the downloaded Materials, solely for your internal business needs and as expressly allowed per the terms of this Agreement. You must retain all copyright and other proprietary notices on downloaded and copied Materials and any such downloads or copies are subject to the terms and conditions of this Agreement. Further, the Materials remain the property of deCarta or its licensors or suppliers. You may not download, copy or use any of the Materials except as expressly authorized by this Agreement. We are not responsible for any errors or omissions in submissions from you or any other source, for hyperlinks embedded in messages or for any results obtained from the use of such information. Under no circumstances will we or our suppliers or agents be liable for any loss or damage caused by your reliance on such information obtained through the DevZone.

4. COPYRIGHT INFRINGEMENT COMPLAINTS UNDER THE DIGITAL MILLENNIUM COPYRIGHT ACT ("DMCA")

deCarta respects the intellectual property of others. If you believe that your work has been copied and has been posted, stored or transmitted to the DevZone in a way that constitutes copyright infringement, please contact deCarta at legal@deCarta.com, or Four North Second Street, Suite 950, San Jose, CA 95113. You must provide the following written information:

- (A) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- (B) a description of the copyrighted work that you claim has been infringed upon;
- (C) a description of where the material that you claim is infringing is located on the DevZone;
- (D) your address, telephone number, and e-mail address;
- (E) a statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- (F) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

5. THIRD-PARTY PRODUCTS AND SERVICES

DevZone offers products and services from third parties that may not be affiliated with deCarta. Except for deCarta-branded information or products or services that are specifically identified as being supplied by deCarta, deCarta does not operate, control, or endorse any third-party information, products, or services on the DevZone or accessible through the DevZone in any way. deCarta is not responsible for examining or evaluating, and deCarta does not warrant the offerings of, any of these businesses or individuals or the content of their Web Site. deCarta does not assume any responsibility or liability for the actions, products and content of these and any other third parties. You should carefully review their privacy statements and terms of use.

6. LINKS TO THE DEVZONE

You are granted a limited, nonexclusive, non-transferable, non-sublicensable right to create a hypertext link to the homepage of the DevZone, provided such link does not portray deCarta or any of its products and services in a false, misleading, derogatory, or otherwise defamatory manner. You may not use a deCarta logo or other proprietary graphic or trademark of deCarta to link to the DevZone without the express written permission of deCarta. This limited right may be revoked at any time.

7. THIRD-PARTY LINKS

deCarta may provide, or third parties may provide, links to other World Wide Web sites or resources. deCarta has no control over such sites and resources and you acknowledge and agree that deCarta makes no claim or representation regarding, and accepts no responsibility for, the quality, content, nature, or reliability of such sites or resources accessible by hyperlink from the DevZone. deCarta is providing these links to you only as a convenience, and the inclusion of any link does not imply affiliation, endorsement, or adoption by deCarta of the web site or any information contained therein. You further acknowledge and agree that deCarta shall not be responsible or liable, directly, or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content available on or through any such site or resource.

8. EXPORT RESTRICTIONS AND COMPLIANCE WITH LAWS

Any Software and Materials downloaded from the DevZone by you may be subject to U.S. export controls, including the Export Administration Act and the Export Administration Regulations, and may be subject to export or import regulations in other countries. You are responsible for complying with all trade regulations and laws both foreign and domestic. Except as authorized by law, you agree and warrant (a) not to export or re-export the Software and/or Materials (or any direct products thereof) to any country, or to any person, entity, or end-user subject to U.S. export controls, and (b) to ensure that Software and/or Materials, or any direct products thereof, are not intended to be used for any purposes prohibited by relevant U.S. export regulations, including but not limited to nuclear, chemical, or biological weapons proliferation. You further represent and warrant that no U.S. federal agency has suspended, revoked, or denied your export privileges.

9. MODIFICATIONS

deCarta reserves the right to update and modify, from time to time: (a) the terms and conditions outlined herein covering membership to the DevZone and its use; (b) the DevZone, including without limitation eliminating or discontinuing any content on, or feature of the DevZone; or (c) any fees or charges for membership in DevZone. Any changes we make will be effective immediately upon notice, which we may provide by means including, without limitation, posting on the DevZone. Your continued use of the DevZone after such notice will be deemed acceptance of such changes. You agree that deCarta shall not be liable to you for any modification, suspension or discontinuance of the DevZone.

10. INFORMATION

The Materials available through DevZone are provided on an "AS IS" and "AS AVAILABLE" basis and should not be construed as professional advice on any subject matter (please see "Disclaimers" Section for more information). deCarta is not engaged in rendering professional services, and availability or use of the Materials is not intended to create, and does not create, any professional services relationship.

11. MAKING PURCHASES

If you wish to purchase products or services described on the DevZone, you will be asked by deCarta or the third party provider of the product or service to supply certain information applicable to your purchase, including, without limitation, credit card and other information. You understand that any such information will be treated by deCarta in the manner described in our Privacy Policy, which can be found at http://www.decarta.com/privacy_policy.php. You agree that all information you provide to deCarta or such third party provider will be accurate, current and complete. You agree to promptly pay all charges incurred by you or any users of your account and credit card (or other applicable payment mechanism) at the price(s) in effect when such charges are incurred. You will also be responsible for paying any applicable taxes relating to your purchases. Reference to any products, services, processes, or other information, by trade name, trademark, manufacturer, supplier, or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof by deCarta.

12. CONFIDENTIALITY

You acknowledge that your membership and use of the DevZone may expose you to certain Confidential Information of deCarta. "Confidential Information" means any and all information and material (whether in writing, or in oral, graphic, electronic or any other form) that is marked or described as, identified in writing as, or provided under circumstances indicating it is, confidential or proprietary. You shall hold all Confidential Information in strict confidence and shall not disclose any Confidential Information to any third party. You shall disclose the Confidential Information only to your employees and agents who need to know such information and who are bound by restrictions regarding disclosure and use of such information comparable to and no less restrictive than those set forth herein. You shall take the same degree of care that you use to protect your confidential and proprietary information of similar nature and importance (but in no event less than reasonable care) to protect the confidentiality and avoid the unauthorized use, disclosure, publication or dissemination of the Confidential Information. This Section 12 shall survive any termination or expiration of this Agreement. Further, this Section 12 is not intended to (and does not) supersede any obligations assumed by you (whether now or in the future) under a separately signed nondisclosure or confidentiality agreement with deCarta.

13. DISCLAIMERS

THE DEVZONE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE DEVZONE, INCLUDING WITHOUT LIMITATION THE SOFTWARE, INFORMATION, CONTENT, MATERIALS, PRODUCTS, OR SERVICES MADE AVAILABLE THROUGH THE DEVZONE. YOU EXPRESSLY AGREE THAT YOUR MEMBERSHIP AND USE OF THE DEVZONE IS AT YOUR SOLE RISK AND RESPONSIBILITY.

DECARTA DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT AS TO THE DEVZONE, INCLUDING WITHOUT LIMITATION SOFTWARE, INFORMATION, MATERIALS, CONTENT, SERVICES AND PRODUCTS MADE AVAILABLE THROUGH THE DEVZONE OR ON OR THROUGH THE DEVZONE. DECARTA CANNOT AND DOES NOT REPRESENT OR WARRANT THAT THE DEVZONE, INCLUDING WITHOUT LIMITATION ITS SERVERS, OR SOFTWARE WILL BE ERROR-FREE, UNINTERRUPTED, TIMELY, FREE FROM UNAUTHORIZED ACCESS (INCLUDING THIRD-PARTY HACKERS OR DENIAL OF SERVICE ATTACKS), OR OTHERWISE MEET YOUR REQUIREMENTS.

14. LIMITATION OF LIABILITY

IN NO EVENT SHALL DECARTA BE LIABLE FOR ANY DIRECT, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF BUSINESS, LOSS OF PROFITS, OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH (a) THIS AGREEMENT, (b) YOUR PARTICIPATION IN THE DEVZONE OR YOUR USE OR INABILITY TO USE THE DEVZONE OR THE SOFTWARE, CONTENT, MATERIALS, INFORMATION, OR TRANSACTIONS PROVIDED THROUGH THE DEVZONE OR ON OR THROUGH THE DEVZONE, (c) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS OR OTHER INACCURACIES ON THE DEVZONE OR THE SOFTWARE, CONTENT, MATERIALS, INFORMATION, PRODUCTS, OR SERVICES AVAILABLE THROUGH THE DEVZONE OR ON OR THROUGH THE DEVZONE, EVEN IF DECARTA OR ITS AUTHORIZED REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, (e) YOUR FAILURE TO PROVIDE DECARTA WITH ACCURATE ACCOUNT INFORMATION, (e) ANY COMPROMISE OF THE CONFIDENTIALITY OF YOUR ACCOUNT AND PASSWORD, OR (f) ANY UNAUTHORIZED ACCESS TO YOUR ACCOUNT OR PASSWORD.

IN NO EVENT SHALL THE AGGREGATE LIABILITY OF DECARTA (WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE WHETHER ACTIVE, PASSIVE OR IMPUTED), PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE USE OF THE DEVZONE EXCEED \$100.

Certain state laws do not allow limitations on implied warranties, or the exclusion or limitation of certain damages. If these laws apply, some or all of the above disclaimers, exclusions, or limitations, may not apply to you, and you may have additional rights to those contained herein.

15. INDEMNIFICATION

You agree to indemnify, defend and hold deCarta, our affiliates, licensors, suppliers, advertisers and sponsors, and our and their directors, officers, employees, consultants, agents and other representatives, harmless from and against any and all claims, damages, losses, costs (including reasonable attorneys' fees) and other expenses that arise directly or indirectly (i) out of or from your breach of this Agreement; or (ii) from or in connection with any action, proceeding or claim made or brought by any person or entity that any Materials provided or posted by or on behalf of you to DevZone infringes or misappropriates any copyright, trademark, patent, utility model, industrial design, mask work, trade secret or other proprietary right.

16. MISCELLANEOUS

This Agreement is governed by and construed in accordance with the laws of the State of California, United States of America, without regards to its principles of conflicts of law. You agree to submit to the exclusive jurisdiction of any State or Federal court located in Santa Clara County, California, United States of America, and waive any jurisdictional, venue or inconvenient forum objections to such courts. If any provision of this Agreement is found to be unlawful, void or for any reason unenforceable, then that provision shall be enforced to the maximum extent permissible and the other provisions of this Agreement will remain in full force and effect. This is the entire Agreement between us relating to the subject matter herein and supersedes any and all prior or contemporaneous written or oral Agreements between us with respect to such subject matter. This Agreement is not assignable, transferable or sublicensable by you except with deCarta's prior written consent, and any attempt by you to assign this Agreement without said consent shall be null and void. The failure of deCarta to exercise or enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. Any waiver, modifications or amendment of any provisions of this Agreement will be effective only if in writing and signed by duly authorized representatives of both parties. For all purposes of this Agreement, you and deCarta act independently and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise, or agency between the parties. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent. Any heading, caption or section title contained in this Agreement is inserted only as a matter of convenience and in no way defines or explains any section or provision hereof.

EXHIBIT B
TECHNICAL SUPPORT POLICY

The deCarta Operations team monitors and supports the availability of the platform 24 hours a day, 7 days a week. Technical and functional support ("Support") is provided via email using support@decarta.com, or phone using 408-294-8400 and is available 8:00 A.M. to 6:00 P.M. Pacific time, Monday – Friday, excluding deCarta's holidays. Requests received by 2:00 P.M. will receive same-day first response. Support includes an escalation process for Critical problems solely during off hours and weekends. All Support problems or inquiries must be submitted by a deCarta certified (i.e., trained) Customer employee.

Problem Resolution and Escalation Process

Problem definition and resolution/work around target response times:

1. **Critical** – Customer's deployed solution cannot access the service.
deCarta Support will respond to or notify Licensee in no less than 15 minutes.
2. **High** – Significant malfunction/impairment of service, significantly limited access to the service.
deCarta Support will respond to or notify the Customer in no less than 30 minutes
3. **Medium** – Product malfunctions but no restricted access, work-around exists.
deCarta Support will respond to the Customer within 1 hour of the problem being reported. Resolution schedule provided within 15 working days or at next service update release.
4. **Low** – Minor malfunction or cosmetic change to product.
deCarta Support will respond to the Customer within 24 hours of the problem being reported. Resolution will be in a future service update.
5. **Enhancement** – deCarta Support will respond to Customer within 72 hours of identifying an enhancement request. Resolution will be available in a future release as determined by deCarta

Problem Escalation:

During business hours, the first point of contact is Technical Support. Off-hour support is only available for Critical problems. Off-hour support includes operator on call support and an escalation call list as outlined by the example below.

After Hours Call List Example:

If deCarta off-hour Support is unavailable and does not answer the call, leave a message with all relevant contact information and a brief description of the Critical problem. If there is no response to the request for support within 15 minutes of the initial call, a second call should be placed to a deCarta operator included in the call list starting with the first contact listed.

A. Primary After Hours Contact Number: .866-260-9315

B. Escalation Call List

<u>Name</u>	<u>Role</u>	<u>Primary Number</u>	<u>Alternate Number</u>
1. Technical Support		866-260-9315	
2. Allan Lee	Director, Operations	408-294-8400	408-625-3571

EXHIBIT C
SERVICE LEVEL AGREEMENT

1. SERVICE LEVEL OVERVIEW AND SERVICE AVAILABILITY CREDITS

Production Environment Availability: 99.5%

deCarta delivers highly reliable 99.5% uptime for deCarta platform, database, network and operating systems for production environments

Operation Service Request Response Times

deCarta will respond to 100% of Severity 1 (critical) problems within 1 hour. Severity 1 problems are those that impact 100% of DevZone environment availability to the customers' application. Severity problems have availability SLA impact.

deCarta will respond to 90% of Severity 2 (high) problems within 4 hours. Severity 2 problems are those that have significant business impact.

deCarta will respond to 80% of Severity 3 (medium) problems within 1 business day

Service Availability Credits. If after the Launch Date, the Actual Uptime Percentage during the Scheduled Availability Periods for any given month of service is lower than the agreed upon percentage in Section 2, then deCarta will either: a.) reduce the fees due on Customer's invoice for that month by a percentage equal to the difference between the SLA uptime Percentage and the Actual Uptime Percentage for that month (the "SLA Shortfall Percentage"); or b.) increase the fees due to Customer as a percentage of the Net Advertising Revenue by a percentage equal to the SLA Shortfall Percentage, whichever is applicable. Any Service credits provided pursuant to this will constitute deCarta's sole liability and Customer's sole and exclusive remedy for any failure to meet the service levels described in this Exhibit C.

2. DEFINITIONS

1. "Downtime" means any time during the Scheduled Availability Period that the DevZone is not available for access. deCarta will record the failure in the deCarta trouble ticket system, whether reported by the Customer or by deCarta. Downtime is measured from the time that the failure is recorded to the time the service is restored and available for access.
2. "Excused Downtime" means any Downtime that: (i) occurs during an Excused Maintenance Period or (ii) is caused by: (A) Customer's or its Authorized Developer's telecommunications and Internet services, (B) software or hardware not provided and controlled by deCarta (including third-party software or sites that are accessed or linked through the DevZone), or (C) Force Majeure Events within the meaning of the Agreement.
3. "Excused Maintenance Period" means any time period during which deCarta performs unscheduled maintenance on the DevZone or Software, provided that deCarta has furnished Customer with at least three (3) days advance notice thereof.
4. "Urgent Maintenance Period" refers to efforts to correct conditions that are likely to cause a material service outage and that require immediate action. Urgent Maintenance may degrade the quality of the service, including possible outages. Such effects related to Urgent Maintenance shall entitle Customer to service credits as presented in this SLA. deCarta may undertake Urgent Maintenance at any time deemed necessary and shall provide notice of Urgent Maintenance to Customer as soon as is commercially practicable under the circumstances.
5. "Scheduled Availability Period" means the period during which the DevZone is scheduled to be available and excludes Excused Downtime, and Excused Maintenance Periods.
7. "Actual Uptime Percentage" means the percentage resulting from the following calculation: $[1 - (\text{Downtime}/\text{Scheduled Availability Period})]$.
8. "Launch Date" means the date that the Developer Application is commercially launched.
9. "Authorized Developer" means an employee of Customer that has (i) been assigned a unique username-password combination to access and use the DevZone, and (ii) registered online to access and use the DevZone.

EXHIBIT D
NAVTEQ MAP DATA LICENSING TERMS

As an integral part of the DevZone, deCarta makes available data from Navteq North America, LLC. ("NT") to Customer. Customer's use of such data will be governed, in addition to the terms and conditions of the Agreement, by the following terms and conditions:

1. DEFINITIONS.

Any capitalized terms found within this Exhibit D that are not defined hereunder shall be given the meanings prescribed to them elsewhere within the Agreement.

1.1 "Application" means the Customer's Application that is more fully described in the Agreement. The Application uses the NT Licensed Data (the "Data") solely for the purpose and subject to the restrictions described within the Agreement.

1.2 "Copy" shall mean any reproduction in any form of all or any portion of the Data.

1.3 "NT Licensed Data" means the Navteq Data (either Navteq Standard Data or Data for World Markets) licensed hereunder and listed in Exhibit D-1. NT Standard Data for the United States, Canada and Europe shall mean the features and attributes specified in NT's NAVTEQ Standard Data Content & Quality Specification (v.11.22.02) and shall comply with the Verification Procedure for Accuracy and Completeness set forth in such Specification. NT Standard Data shall further include additional content generally released by NT from time to time in its sole discretion. The Data for World Markets is, for each country, the geographic data for such Country developed and generally released by NT for use in the type of Application(s) authorized hereunder, up to Standard Data. The standards of quality of the Standard Data do not apply to World Markets Data. To the extent that the NT Licensed Data does not comply with the applicable Verification Procedure for Accuracy and Completeness or equivalent, NT's sole obligation and Customer's sole remedy shall be for NT to use commercially reasonable efforts to effect such compliance.

2. LICENSE FOR THE NT LICENSED PRODUCTS.

Subject to the terms and conditions of this Exhibit D, deCarta grants Customer the limited right to use the NT Licensed Data together with the Application to calculate and/or derive Transactions and deliver and display them to End-Users.

3. RESTRICTIONS.

3.1 **Supplier Restrictions.** The NT Licensed Data may include data that NT licenses from third parties. Customer shall comply with all requirements and restrictions that such third parties may require NT to impose on licensees. deCarta or NT will notify Customer of such requirements and restrictions, which currently include those set forth in Exhibit D-4 and Exhibit D-5.

3.2 **Restrictions Against Sales Lead.** NT licenses POIs from a third party supplier. Based on restrictions imposed on NT by such supplier: POIs included in the Data may not be used to generate sales lead information in the form of ASCII or other text-formatted lists of category-specific business listings which (i) include complete mailing address for each business, and (ii) contain a substantial portion of such listings for a particular county, city, state, or zip code region; provided, however, that the foregoing restriction shall not include any application where mailing address or phone numbers are provided in a bit map graphical image or in another non-text format.

3.3 **Restrictions Against Disclosure of Certain Data Attributes.** Notwithstanding anything to the contrary in this Exhibit D, Data attributes of (i) Access Restrictions & Conditions, (ii) Internal Intersection Links, (iii) Maneuvers, (iv) Indescribable Links, (v) Special Explication, and (vi) House Number Ranges, may be used by the Application for calculation purposes only, and such attributes may not be displayed or otherwise disclosed to End-Users or anyone else; provided, however, that specific house numbers may be derived from House Number Ranges and displayed to End-Users to identify correlating locations satisfying search queries of End-Users. In addition, the Data attribute of Sign Text may only be displayed or otherwise revealed in connection with a specific route for which driving directions and/or route guidance is provided to an End-User.

3.4 **Modifications.** Notwithstanding anything to the contrary in this Exhibit D, Customer may not make any modifications, adaptations, or alterations of or to the NT Licensed Data (collectively "Modifications") or associate or add any data to or in combination with the NT Licensed Data (collectively "Additions"), without NT's prior written approval, except that Customer may (1) reformat or recompile the NT Licensed Data for use in Applications, (2) add or associate features or attributes to the NT Licensed Data of a type not already included within the Specification, and (3) append to the NT Licensed Data geographic data of third parties for any country for which NT has less than 20% Detailed City coverage (as defined in the Specification). Notwithstanding the foregoing, in no event shall Customer make any Modifications or Additions that in any manner materially reduce, impair, or otherwise negatively impact upon the accuracy, completeness, integrity, or safety of the NT Licensed Data.

3.5 **Standard of Care.** Customer shall be responsible for, and shall exercise any and all legally required care and diligence in connection with the design, manufacturing, workmanship, testing, distribution, operation, and safety of any product or Application which incorporates or otherwise utilizes the NT Licensed Data pursuant to the license granted to Customer hereunder. Any product, system or Application developed by or for Customer which

incorporates or otherwise utilizes the NT Licensed Data shall be free of any defects in design, manufacturing, workmanship, or otherwise. Customer shall not combine, incorporate, utilize or distribute Copies of the NT Licensed Data with or in connection with any product or system which, alone or in combination with such Copies, infringes any other person's or entity's Intellectual Property Rights or any other rights.

3.6 **Unauthorized Use.** Any uses of the NT Licensed Data not expressly authorized herein, as well as any and all unauthorized, unintended, unsafe, hazardous, unlawful, or illegal uses of the NT Licensed Data, are expressly prohibited.

3.7 **Compliance with Laws.** Customer shall comply with any and all laws, rules and regulations to the extent applicable to the NT Licensed Data.

3.8 **Other Restrictions.** Customer shall not export from anywhere any part of the NT Licensed Data or any direct product thereof except in compliance with, and with all licenses and approvals required under, applicable export laws, rules and regulations. To the extent that any such export laws, rules or regulations prohibit NT from complying with any of its obligations hereunder to deliver or distribute NT Licensed Data, such failure shall be excused and shall not constitute a breach of this Exhibit. Customer also agrees not to disassemble, decompile or otherwise reverse engineer the NT Licensed Data.

4. RIGHTS IN NT LICENSED DATA

deCarta and its licensors represent and warrant that it has the right to grant all licenses granted by it hereunder. Customer acknowledges that NT and its licensors and suppliers own all Intellectual Property Rights in and to the NT Licensed Data. NT and its licensors and suppliers retain all such rights under this Exhibit.

5. MARKS AND LEGENDS

Customer shall conspicuously display any and all of NT's and its suppliers' proprietary rights legends, copyright notices, trademarks, service marks, trade names and similar information and designations (collectively "NT Marks and Legends") on Copies of the NT Licensed Data, on on-screen displays, on splash and start-up screens, in the instructions (printed and electronic), and in all packaging and other written materials which accompany or relate to the Application distributed by or on behalf of Customer hereunder (collectively, "Collateral"). Without limiting the foregoing, in all instances where NT Licensed Data is used and/or where Collateral references NT Licensed Data, Customer shall attribute NT as the creator and source of origin of the NT Licensed Data, and shall not in any way be misleading in that regard or represent or imply that Customer or any third party is the creator or source of origin of the NT Licensed Data. Customer's obligations under this Section 5 shall be satisfied as follows:

- a. Marks. Displaying the NAVTEQ ON BOARD logo on or immediately adjacent to each display of a Transaction, and
- b. Legends. Displaying the applicable NT copyright notice (as specified in the NT Identity Guidelines) and third party copyright and similar notices and legends as specified in the NT Identity Guidelines on or immediately adjacent to each display of a Transaction.

During the term of this Agreement, deCarta and its licensors grant Customer a non-exclusive, non-transferable, non-sublicensable right to use the NT Marks and Legends as required under the paragraph above. Customer must conspicuously indicate in any and all materials displaying the NT Marks that NT is the owner thereof and/or that the NT Marks are registered trademarks and/or service marks of NT, as the case may be. Nothing stated herein shall constitute a grant or other transfer to Customer of any right, title, or interest in the NT Marks or any other Intellectual Property Rights of NT. Upon termination or expiration of this Agreement for any reason, Customer shall immediately cease all use of the NT Marks.

6. GOVERNMENT CUSTOMERS

Customer shall, for each United States government End-User (or other entity seeking or applying rights similar to those exercised by the U.S. government), (a) mark and label the media on which each copy of the NT Licensed Data delivered to each such End-User is stored; and (b) embed each electronic copy delivered to each such End-User; with the notices appearing in [Exhibit D-3 hereto](#). Customer must seek permission from NT prior to seeking additional or alternative rights in the Data to any U.S. government End-Users.

7. END USER TERMS.

In all instances where the Application uses, accesses, reflects or relies upon any portion of the NT Licensed Data to deliver information to End Users, Customer shall provide conspicuous notice to End Users prior to their use of or access to any portion of the NT Licensed Data that their use thereof is subject to End User Terms. This requirement may be satisfied by including a "Terms of Use" Link on an initial web page that must necessarily and unavoidably be viewed by each End User. The End User Terms shall contain all the terms and conditions as set forth in Exhibit D-2.

8. LIMITATION OF LIABILITY WITH RESPECT TO THE NT LICENSED DATA.

WITH RESPECT TO THE NT LICENSED DATA, DECARTA AND NT SHALL NOT BE LIABLE OR OBLIGATED UNDER ANY SECTION OF THIS EXHIBIT D OR UNDER CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY INDIRECT,

SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR LOST PROFITS. THE TOTAL LIABILITY OF DECARTA AND NT WITH RESPECT TO THE NT LICENSED DATA OR THE PERFORMANCE THEREOF UNDER ANY WARRANTY, NEGLIGENCE, STRICT LIABILITY, CONTRACT OR OTHER THEORY WILL BE LIMITED EXCLUSIVELY TO REPLACEMENT OF THE NT LICENSED DATA OR, IF IN DECARTA'S OR NT'S OPINION, REPLACEMENT IS IMPRACTICAL, TO REFUND A PORTION OF THE FEES PAID HEREUNDER. NOTWITHSTANDING THE FOREGOING, IN NO EVENT SHALL DECARTA'S OR NT'S LIABILITY WITH RESPECT TO THIS AGREEMENT EXCEED THE FEES PAID TO DECARTA FOR THE PRECEDING TWELVE-MONTH PERIOD. CUSTOMER UNDERSTANDS THAT DECARTA AND NT ARE NOT RESPONSIBLE FOR AND WILL HAVE NO LIABILITY FOR HARDWARE, SOFTWARE, OR OTHER ITEMS OR ANY SERVICES PROVIDED BY ANY PERSONS OTHER THAN DECARTA OR NT. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE LIMITATION OF LIABILITY CONTAINED HEREIN REFLECTS THE ALLOCATION OF RISK REFLECTED HEREUNDER AND AGREED TO BY THE PARTIES AND THAT OTHERWISE THE AGREEMENT WOULD NOT HAVE BEEN MADE.

9. CONFIDENTIALITY

Each party agrees that all code, inventions, algorithms, know-how and ideas and all other business, technical and financial information that it obtains from the other are the confidential property of the disclosing party ("Confidential Information"). Except as expressly and unambiguously allowed herein, the receiving party will hold in confidence and not use or disclose any Confidential Information of the disclosing party and shall similarly bind its employees in writing. Upon termination of this Agreement or upon request of the disclosing party, the receiving party will return to the disclosing party or destroy (and provide certification thereof) all Confidential Information of such disclosing party, all documents and media containing such Confidential Information and any and all copies thereof. The receiving party shall not be obligated under this section with respect to information the receiving party can document: (1) is or has become readily publicly available without restriction through no fault of the receiving party or its employees or agents; (2) is received without restriction from a third party lawfully in possession of such information and lawfully empowered to disclose such information; (3) was rightfully in the possession of the receiving party without restriction prior to its disclosure by the other party; (4) was independently developed by employees or consultants of the receiving party without access to such Confidential Information; or (5) is required to be disclosed by order of court of competent jurisdiction.

10. DISCLAIMER.

THE NT LICENSED DATA IS PROVIDED "AS IS". NEITHER NT OR DECARTA MAKE ANY REPRESENTATIONS OR WARRANTIES EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT. WITHOUT LIMITING THE FOREGOING, NT AND DECARTA EXPRESSLY DISCLAIM ANY IMPLIED WARRANTIES OF ANY KIND, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF QUALITY, PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, NEITHER NT OR DECARTA WARRANTS, GUARANTEES, OR MAKES ANY REPRESENTATIONS REGARDING THE USE, OR THE RESULTS OF THE USE, OF THE NT LICENSED DATA OR ANY OTHER MATERIALS IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. OR INFORMATION. THIS DISCLAIMER OF WARRANTIES IS AN ESSENTIAL CONDITION OF THE AGREEMENT.

11. TERMINATION EVENTS.

NT or deCarta may terminate the licenses under this Exhibit D immediately if Customer breaches any of the terms of this Exhibit D, and fails to cure such a breach within 30 days after receiving written notification from NT or deCarta. In addition to all other remedies available at law and in equity, NT and/or deCarta may protect their interests by any means available. Immediately following termination or expiration of the license under this Exhibit D, Customer shall cease any and all use and distribution of the NT Licensed Data and all information and services derived therefrom.

12. INDEMNIFICATION.

12.1 Indemnification by Customer. Customer shall indemnify and hold harmless deCarta and its officers, directors, employees, agents and affiliates from and against any and all liabilities arising out of any cause or event which is attributable to any use or possession of the NT Licensed Data or its failure to perform or comply with any term of this Exhibit D, including but not limited to liabilities for personal injury and/or product liability.

12.2 Indemnification by deCarta. Subject to Customer's performance of its obligations under this Agreement and Exhibit D, deCarta shall at its sole option defend or settle at its expense any claim or suit against Customer arising out of or in connection with an assertion that the NT Licensed Data infringes any copyrights and deCarta shall indemnify and hold harmless Customer from damages, costs, and attorneys' fees, if any, finally awarded in such suit or the amount of the settlement thereof; provided that (i) deCarta is promptly notified in writing of such claim or suit; (ii) deCarta shall have the sole control of the defense and/or settlement thereof; and (iii) Customer furnishes to deCarta, on request, all relevant information available to Customer and reasonable cooperation for such defense. The foregoing in this section shall be the sole obligation of deCarta and the exclusive remedy of Customer with respect to any alleged infringement by the NT Licensed Data of any third party's Intellectual Property Rights. Customer shall not admit or settle any such claim or suit without the prior written consent of deCarta. deCarta shall have no obligation under this section if and to the extent that such claim or suit arises from: (i) compliance by NT or deCarta with Customer's specifications; (ii) modification of the NT Licensed Data other than by NT or deCarta; (iii) the combination of the NT Licensed Products with products or services other than those supplied by NT; (iv) Customer continuing any manufacturing, distribution, or licensing after being notified of any allegedly infringing activity or after being informed of or provided with modifications that would have avoided the alleged infringement; or (v) Customer's use of the NT Licensed Data that is not strictly in accordance with the license granted under this Exhibit D. Customer will defend, indemnify, and hold harmless deCarta and its officers, directors, agents and employees from all damages, settlements,

attorneys' fees and expenses related to a claim of infringement or violation of Intellectual Property Rights or misappropriation excluded from deCarta's indemnity obligation.

13. DISPUTES

Except with respect to any unauthorized use of the NT' Intellectual Property Rights, any and all claims arising from or in connection with any breach of this Exhibit D must be brought within two (2) years, or such longer period as required by mandatory applicable law, from the date of such breach.

14. QUALITY

NT shall use commercially reasonable efforts to update the NT Licensed Data in a timely manner. NT shall also use commercially reasonable efforts to improve the quality of the NT Licensed Data.

15. GENERAL PROVISIONS

15.1 Severability. If any provision of this Exhibit D is held to be invalid, illegal, or unenforceable, the remaining provisions hereof shall be unaffected thereby and remain valid and enforceable as if such provision had not been set forth herein. The parties agree to substitute for such provision a valid provision that most closely approximates the intent and economic effect of such severed provision.

15.2 Force Majeure. deCarta nor NT will be liable for any failure or delay in its performance under this Exhibit due to causes which are beyond its reasonable control, including an act of God, act of civil or military authority, fire, epidemic, flood, earthquake, riot, war, sabotage, failure of suppliers and government action.

15.3 Headings. The headings used in this Exhibit D and sub-Exhibits hereto are only used for convenience of reference, and are not to be considered in construing this Exhibit.

15.4 Entire Agreement. As it relates to the NT Licensed Data, this Exhibit D and all sub-exhibits hereto constitutes the entire agreement between Customer and deCarta, and supersedes any and all prior negotiations, promises, commitments, undertakings, and agreements of the parties related thereto. This Exhibit D may be modified or amended only by a written instrument duly executed by the parties hereto. Unless and to the extent expressly agreed to in writing between deCarta and Customer, no other terms and conditions, whether contained in Customer's purchase orders or otherwise, shall be binding on deCarta.

15.5 Survival of Terms. The parties agree that the following sections will survive the termination of this Exhibit D for any reason: Section 3 (Restrictions), Section 4 (Rights in the NT Licensed Data), Section 5 (Marks and Legends), Section 8 (Limitation of Liability), Section 9 (Confidentiality), Section 11 (Termination), Section 12 (Indemnification), and Section 13 (Disputes).

15.6 Waiver of Breach. No waiver of any kind under this Exhibit will be deemed effective unless set forth in writing and signed by the party charged with such waiver, and no waiver of any right arising from any breach or failure to perform will be deemed to be a waiver or authorization of any other breach or failure to perform or of any other right arising under this Exhibit.

EXHIBIT D-1
NAVTEQ DATA LICENSED

- NAVTEQ Data for the countries made available via the DevZone.

EXHIBIT D-2
END USER TERMS

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 Customer and its licensors (including their licensors and suppliers) on the other hand.

© 201X NAVTEQ [Insert any applicable copyright notices as required for the country-specific Data being used]. All rights reserved.

The Data for areas of Canada includes information taken with permission from Canadian authorities, including: © Her Majesty the Queen in Right of Canada, © Queen's Printer for Ontario, © Canada Post Corporation, GeoBase ®.

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©United States Postal Service® 2005. Prices are not established, controlled or approved by the United States Postal Service®. The following trademarks and registrations are owned by the USPS: United States Postal Service, USPS, and ZIP+4.

TERMS AND CONDITIONS

Personal Use Only. You agree to use this Data together with [insert name of Customer's authorized Application] 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 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 Customer, 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. Customer 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: Customer 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: Customer 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 [CLIENT] 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 Customer (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 the State of Illinois [insert "Netherlands" where European NAVTEQ Data is used], 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 the State of Illinois [insert "The Netherlands" where European NAVTEQ Data is used] 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:

NOTICE OF USE CONTRACTOR (MANUFACTURER/ SUPPLIER) NAME: NAVTEQ CONTRACTOR (MANUFACTURER/SUPPLIER) ADDRESS: 222 Merchandise Mart Plaza, Suite 900, Chicago, Illinois 60654 <i>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.</i> © 201X NAVTEQ – All rights reserved.
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If the Contracting Officer, federal government agency, or any federal official refuses to use the legend provided herein, the Contracting Officer, federal government agency, or any federal official must notify NAVTEQ prior to seeking additional or alternative rights in the Data.

EXHIBIT D-3
U.S. 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, NAVTEQ Data (hereinafter "Data") is a "commercial item" as that term is defined at 48 C.F.R. ("FAR") 2.101, is licensed in accordance with **deCarta Hosted Web Services Agreement**, 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:

NOTICE OF USE
CONTRACTOR (MANUFACTURER/ SUPPLIER) NAME: NAVTEQ
CONTRACTOR (MANUFACTURER/SUPPLIER) ADDRESS: 222 Merchandise Mart Plaza, Suite 900, Chicago, Illinois 60654
<i>This Data is a commercial item as defined in FAR 2.101 and is subject to [insert the name of the terms/conditions in which this notice is included] under which this Data was provided.</i>
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If the Contracting Officer, federal government agency, or any federal official refuses to use the legend provided herein, the Contracting Officer, federal government agency, or any federal official must notify NAVTEQ prior to seeking additional or alternative rights in the Data.

EXHIBIT D-4
CANADA SUPPLIER TERMS

Canada-Only Provisions. The following provisions apply to the NT Licensed Data for the Territory of Canada, which may include or reflect data from third party licensors ("Third Party Data"), including Her Majesty the Queen in Right of Canada ("Her Majesty") and Canada Post Corporation ("Canada Post"):

- I. Disclaimer and Limitation: Customer agrees that its use of the Third Party Data is subject to the following provisions:
 - A. Disclaimer: The Third Party Data is licensed on an "as is" basis. The licensors of such data, including Her Majesty and Canada Post, make no guarantees, representations or warranties respecting such data, either express or implied, arising by law or otherwise, including but not limited to, effectiveness, completeness, accuracy or fitness for a particular purpose.
 - B. Limitation on Liability: The Third Party Data licensors, including Her Majesty and Canada Post, shall not be liable: (i) 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 such Data; or (ii) in any way for loss of revenues or contracts, or any other consequential loss of any kind resulting from any defect in the Data.
- II. Copyright Notice: In connection with each copy of all or any portion of the Data for the Territory of Canada, Client shall affix in a conspicuous manner the following copyright notice on at least one of: (i) the label for the storage media of the copy; (ii) the packaging for the copy; or (iii) other materials packaged with the copy, such as user manuals or end user license agreements: **"This data includes information taken with permission from Canadian authorities, including © Her Majesty, © Queen's Printer for Ontario, © Canada Post, GeoBase®."**
- III. End-User Terms: In connection with the provision of any portion of the Data for the Territory of Canada to End-Users as may be authorized under the Agreement, Client shall provide such End-Users, in a reasonably conspicuous manner, with terms (set forth with other end user terms required to be provided under the Agreement, or as otherwise may be provided, by Customer) which shall include the following provisions on behalf of the Third Party Data licensors, including Her Majesty and Canada Post:

The Data may include or reflect data of licensors, including Her Majesty and Canada Post. Such data is licensed on an "as is" basis. The licensors, including Her Majesty and Canada Post, make no guarantees, representations or warranties respecting such data, either express or implied, arising by law or otherwise, including but not limited to, effectiveness, completeness, accuracy or fitness for a particular purpose.

The licensors, including Her Majesty and Canada Post, shall not be liable 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 data or the Data. The licensors, including Her Majesty and Canada Post, shall not be liable in any way for loss of revenues or contracts, or any other consequential loss of any kind resulting from any defect in the data or the Data.

End User shall indemnify and save harmless the licensors, including Her Majesty the Queen, the Minister of Natural Resources of Canada and Canada Post, and their officers, employees and agents from and against any claim, demand or action, irrespective of the nature of the cause of the claim, demand or action, alleging loss, costs, expenses, damages or injuries (including injuries resulting in death) arising out of the use or possession of the data or the Data.
- IV. Additional Provisions: This Addendum is in addition to all of the rights and obligations of the parties under the Agreement. To the extent that any of the provisions of this Addendum are inconsistent with, or conflict with, provisions of the Agreement, the provisions of this Addendum shall prevail.

EXHIBIT D-5
SUPPLIER TERMS FOR EUROPE AND WORLD MARKET COUNTRIES

The following provisions apply to the NT Licensed Data for and to the extent indicated respecting any Territory including any country of Europe and World Markets, which may include or reflect data from respective third party licensors:

1. **Paper Maps.** With respect to any license granted to Customer relating to making, selling or distributing paper maps (i.e., a map fixed on a paper or paper-like medium): (a) such license with respect to Data for the Territory of Great Britain is conditioned on Customer's entering into and complying with a separate written agreement with the Ordnance Survey ("OS") to create and sell paper maps, Customer's paying to the OS any and all applicable paper map royalties, and Customer's complying with the OS copyright notice requirements; (b) such license for selling or otherwise distributing for charge with respect to Data for the Territory of Czech Republic is conditioned on Customer's obtaining prior written consent from Kartografie a.s.; (c) such license for selling or distributing with respect to Data for the Territory of Switzerland is conditioned on Customer's obtaining a permit from Bundesamt für Landestopografie of Switzerland; (d) Customer is restricted from using Data for the Territory of France to create paper maps with a scale between 1:5,000 and 1:250,000; and (e) Customer is restricted from using any Data to create, sell or distribute paper maps that are the same or substantially similar, in terms of data content and specific use of color, symbols and scale, to paper maps published by the European national mapping agencies, including without limitation, Landvermessungämter of Germany, Topografische Dienst of the Netherlands, Nationaal Geografisch Instituut of Belgium, Bundesamt für Landestopografie of Switzerland, Bundesamt für Eich-und Vermessungswesen of Austria, and the National Land Survey of Sweden.
2. **OS Enforcement.** Without limiting Section 1 above, with respect to Data for the Territory of Great Britain, Customer acknowledges and agrees that the Ordnance Survey ("OS") may bring a direct action against Customer to enforce compliance with the OS copyright notice (see Section 4 below) and paper map requirements (see Section 1 above) contained in this Agreement.
3. **Traffic Codes.** The following provisions apply to any grant of license for use of Data that includes Traffic Codes.
 - A. **General Restrictions Applicable to Traffic Codes.** Customer acknowledges and agrees that in certain countries of the Territory of Europe, Customer shall be responsible for obtaining rights directly from third party RDS-TMC code providers to use the Traffic Codes in the Data and to deliver to End-Users information, data, applications, products and/or services in any way derived from or based on such Traffic Codes.
 - B. **Display of Third Party Rights Legend for Belgium.** Customer shall, for each provision of information, data, applications, products and/or services that uses Traffic Codes for Belgium, provide the following notice to the End-User: "Traffic Information is provided by the Ministerie van de Vlaamse Gemeenschap and the Ministère de l'Équipement et des Transports."
4. **Third Party Notices.** Any and all copies of the Data and/or packaging relating thereto shall include the respective Third Party Notices set forth below and used as described below corresponding to the Territory (or portion thereof) included in such copy:

<u>Territory</u>	<u>Notice</u>
Australia	"Copyright. Based on data provided under license from PSMA Australia Limited (www.pdma.com.au)."
Austria	"© Bundesamt für Eich- und Vermessungswesen"
Croatia, Cyprus, Estonia, Latvia, Lithuania, Moldova, Poland, Slovenia and/or Ukraine	"© EuroGeographics"
France	The following notice must appear on all copies of the Data, and may also appear on packaging: "source: Géoroute® IGN France & BD Carto® IGN France"
Germany	"Die Grundlagendaten wurden mit Genehmigung der zuständigen Behörden entnommen" or "Die Grundlagendaten wurden mit Genehmigung der zustaendigen Behoerden entnommen."
Great Britain	"Based upon Crown Copyright material."
Greece	"Copyright Geomatics Ltd."
Hungary	"Copyright © 2003; Top-Map Ltd."
Italy	"La Banca Dati Italiana è stata prodotta usando quale riferimento anche cartografia numerica ed al tratto prodotta e fornita dalla Regione Toscana."
Norway	"Copyright © 2000; Norwegian Mapping Authority"
Portugal	"Source: lgeoE – Portugal"
Spain	"Información geográfica propiedad del CNIG"
Sweden	"Based upon electronic data © National Land Survey Sweden."
Switzerland	"Topografische Grundlage: © Bundesamt für Landestopographie."