

USER AGREEMENT

End User License Agreement NAVTEQ

PLEASE READ THIS END USER LICENSE AGREEMENT CAREFULLY BEFORE USING THE NAVTEQ DATABASE

NOTICE TO THE USER

THIS IS A LICENSE AGREEMENT - AND NOT AN AGREEMENT FOR SALE - BETWEEN YOU AND NAVTEQ B.V. FOR YOUR COPY OF THE NAVTEQ NAVIGABLE MAP DATA-BASE, INCLUDING ASSOCIATED COMPUTER SOFTWARE, MEDIA AND EXPLANATORY PRINTED DOCUMENTATION PUBLISHED BY NAVTEQ (JOINTLY "THE DATA-BASE"). BY USING THE DATABASE, YOU ACCEPT AND AGREE TO ALL TERMS AND CONDITIONS OF THIS END USER LICENSE AGREEMENT ("AGREEMENT"). IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, PROMPTLY RETURN THE DATA-BASE, ALONG WITH ALL OTHER ACCOMPANYING ITEMS, TO YOUR SUPPLIER FOR A REFUND.

OWNERSHIP

The Database and the copyrights and intellectual property or neighboring rights therein are owned by NAVTEQ or its licensors. Ownership of the media on which the Database is contained is retained by NAVTEQ and/or your supplier until after you have paid in full any amounts due to NAVTEQ and/or your supplier pursuant to this Agreement or similar agreement(s) under which goods are provided to you.

LICENSE GRANT

NAVTEQ grants you a non-exclusive license to use the Database for your

personal use or, if applicable, for use in your business' internal operations. This license does not include the right to grant sub-licenses.

LIMITATIONS ON USE

The Database is restricted for use in the specific system for which it was created. Except to the extent explicitly permitted by mandatory laws (e.g. national laws based on the European Software Directive (91/250) and the Database Directive (96/9)), you may not extract or reutilize substantial parts of the contents of the Database nor reproduce, copy, modify, adapt, translate, disassemble, decompile, reverse engineer any portion of the Database. If you wish to obtain interoperability information as meant in (the national laws based on) the European Software Directive, you shall grant NAVTEQ reasonable opportunity to provide said information on reasonable terms, including costs, to be determined by NAVTEQ.

TRANSFER OF LICENSE

You may not transfer the Database to third parties, except when installed in the system for which it was created or when you do not retain any copy of the Database, and provided that the transferee agrees to all terms and conditions of this Agreement and confirms this in writing to NAVTEQ. Multi-disc sets may only be transferred or sold as a complete set as provided by NAVTEQ and not as subset thereof.

USER AGREEMENT

LIMITED WARRANTY

NAVTEQ warrants that, subject to the warnings set out below, for a period of 12 months after acquisition of your copy of the Database, it will perform substantially in accordance with NAVTEQ's Criteria for Accuracy and Completeness existing on the date you acquired the Database; these criteria are available from NAVTEQ at your request. If the Database does not perform in accordance with this limited warranty, NAVTEQ will use reasonable efforts to repair or replace your non-conforming copy of the Database. If these efforts do not lead to performance of the Database in accordance with the warranties set out herein, you will have the option to either receive a reasonable refund of the price you paid for the Database or to rescind this Agreement. This shall be NAVTEQ's entire liability and your sole remedy against NAVTEQ. Except as expressly provided in this section, NAVTEQ does not warrant nor make any representations regarding the use of results of the use of the Database in terms of its correctness, accuracy, reliability, or otherwise. NAVTEQ does not warrant that the Database is or will be error free. No oral or written information or advice provided by NAVTEQ, your supplier or any other person shall create a warranty or in any way increase the scope of the limited warranty described above. The limited warranty set forth in this Agreement does not affect or prejudice any statutory legal rights that you may have under the legal warranty against hidden defects.

If you did not acquire the Database from NAVTEQ directly, you may have statutory rights against the person from whom you have acquired the Database in addition to the rights granted by NAVTEQ hereunder according to the law of your jurisdiction. The above warranty of NAVTEQ shall

not affect such statutory rights and you may assert such rights in addition to the warranty rights granted herein.

LIMITATION OF LIABILITY

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

THE LIMITED WARRANTY AND LIMITATION OF LIABILITY, SET FORTH IN THIS AGREEMENT, DO NOT AFFECT OR PREJUDICE YOUR STATUTORY RIGHTS WHERE YOU HAVE ACQUIRED THE DATABASE OTHERWISE THAN IN THE COURSE OF A BUSINESS.

WARNINGS

The Database 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. The Database does not include or reflect information

USER AGREEMENT

on - inter alia - neighborhood safety; law enforcement; emergency assistance; construction work; road or lane closures; vehicle or speed restrictions; road slope or grade; bridge height, weight or other limits; road or traffic conditions; special events; traffic congestion; or travel time.

GOVERNING LAW

This Agreement shall be governed by the laws of the jurisdiction, in which you reside at the date of acquisition of the Database. Should you at that moment reside outside the European Union or Switzerland, the law of the jurisdiction within the European Union or Switzerland where you acquired the Database shall apply. In all other cases, or if the jurisdiction where you acquired the Database cannot be defined, the laws of the Netherlands shall apply. The courts competent at your place of residence at the time you acquired the Database shall have jurisdiction over any dispute arising out of, or relating to this Agreement, without prejudice to NAVTEQ' right to bring claims at your then current place of residence.

USER AGREEMENT

End-User License Agreement Gracenote

USE OF THIS PRODUCT IMPLIES ACCEPTANCE OF THE TERMS BELOW.

Gracenote® MusicID® Terms of Use

This device contains software from Gracenote, Inc. of Emeryville, California ("Gracenote"). The software from Gracenote (the "Gracenote Software") enables this application to do online disc identification and obtain music-related information, including name, artist, track, and title information ("Gracenote Data") from online servers ("Gracenote Servers") and to perform other functions. You may use Gracenote Data only by means of the intended End-User functions of this device.

You agree that you will use Gracenote Data, the Gracenote Software, and Gracenote Servers for your own personal non-commercial use only. You agree not to assign, copy, transfer or transmit the Gracenote Software or any Gracenote Data to any third party. YOU AGREE NOT TO USE OR EXPLOIT GRACENOTE DATA, THE GRACENOTE SOFTWARE, OR GRACENOTE SERVERS, EXCEPT AS EXPRESSLY PERMITTED HEREIN.

You agree that your non-exclusive license to use the Gracenote Data, the Gracenote Software, and Gracenote Servers will terminate if you violate these restrictions. If your license terminates, you agree to cease any and all use of the Gracenote Data, the Gracenote Software, and Gracenote Servers. Gracenote reserves all rights in Gracenote Data, the Gracenote Software, and the Gracenote Servers, including all ownership rights. Under no circumstances will Gracenote become liable for any payment to

you for any information that you provide. You agree that Gracenote, Inc. may enforce its rights under this Agreement against you directly in its own name.

The Gracenote MusicID Service uses a unique identifier to track queries for statistical purposes. The purpose of a randomly assigned numeric identifier is to allow the Gracenote MusicID service to count queries without knowing anything about who you are. For more information, see the web page for the Gracenote Privacy Policy for the Gracenote MusicID Service.

The Gracenote Software and each item of Gracenote Data are licensed to you "AS IS." Gracenote makes no representations or warranties, express or implied, regarding the accuracy of any Gracenote Data from in the Gracenote Servers. Gracenote reserves the right to delete data from the Gracenote Servers or to change data categories for any cause that Gracenote deems sufficient. No warranty is made that the Gracenote Software or Gracenote Servers are error-free or that functioning of Gracenote Software or Gracenote Servers will be uninterrupted. Gracenote is not obligated to provide you with new enhanced or additional data types or categories that Gracenote may provide in the future and is free to discontinue its online services at any time.

GRACENOTE DISCLAIMS ALL WARRANTIES EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. GRACENOTE DOES NOT WARRANT THE RESULTS THAT WILL BE OBTAINED BY YOUR USE OF THE GRACENOTE SOFTWARE OR ANY GRACENOTE SERVER. IN NO CASE WILL GRACENOTE BE LIABLE FOR ANY CONSEQUENTIAL OR INCI-

USER AGREEMENT

DENTAL DAMAGES OR FOR ANY LOST PROFITS OR LOST REVENUES.

© Gracenote 2007 Version 2.2

CD and music-related data from Gracenote, Inc., copyright © 2000-2007 Gracenote. Gracenote Software, copyright © 2000-2007 Gracenote. This product and service may practice one or more of the following U.S. Patents: #5,987,525; #6,061,680; #6,154,773, #6,161,132, #6,230,192, #6,230,207, #6,240,459, #6,330,593, and other patents issued or pending. Some services supplied under license from Open Globe, Inc. for U.S. Patent: #6,304,523. Gracenote and Cddb are registered trademarks of Gracenote. The Gracenote logo and logotype, and the "Powered by Gracenote" logo are trademarks of Gracenote.

USER AGREEMENT

NOTICE:

This Class A digital apparatus complies with Canadian ICES-003.

Cet appareil numérique de la classe A est conforme à la norme NMB-003 du Canada.

NOTICE:

This device complies with Part 15 of the FCC Rules [and with RSS-210 of Industry Canada].

Operation is subject to the following two conditions:

this device may not cause harmful interference, and

this device must accept any interference received, including interference that may cause undesired operation.

NOTICE:

Changes or modifications made to this equipment not expressly approved by the radio manufacturer may void the FCC authorization to operate this equipment.

FCC Declaration

This device complies with Part 15 of the FCC Rules. Operation is subject to the following two conditions: (1) this device may not cause harmful interference, and (2) this device must accept any

interference received, including interference that may cause undesired operation.

Modifications not expressly approved by the radio manufacturer could void the user's authority to operate the equipment.

NOTE: This equipment has been tested and found to comply with the limits for a Class A digital device, pursuant to Part 15 of the FCC Rules. These limits are designed to provide reasonable protection against harmful interference in a residential installation. This equipment generates, uses and can radiate radio frequency energy and, if not installed and used in accordance with the instructions, may cause harmful interference to radio communications. However, there is no guarantee that interference will not occur in a particular installation.

If this equipment does cause harmful interference to radio or television reception, which can be determined by turning the equipment off and on, the user is encouraged to try to correct the interference by one or more of the following measures:

- Increase the separation between the equipment and receiver.
- Consult the dealer or an experienced radio technician for help.

Safety Information

Exposure to Radio Frequency Radiation

The radiated output power of the this internal wireless radio is far below the FCC radio frequency exposure limits. Nevertheless, the wireless radio shall be used in such a manner that the radio is 20 cm or further from the human body.

The internal wireless radio operates within guidelines found in radio frequency safety standards and recommendations, which reflect the consensus of the scientific community.

The radio manufacturer believes the internal wireless radio is safe for use by consumers. The level of energy emitted is far less than the electromagnetic energy emitted by wireless devices such as mobile phones. However, the use of wireless radios may be restricted in some situations or environments, such as aboard airplanes. If you are unsure of restrictions, you are encouraged to ask for authorization before turning on the wireless radio.

NOTES
