

**Third Party Software Licence Terms  
Navigator  
Version 0.2  
Released: 01.12.15**

## NAVIGATOR LICENCE TERMS

Navigator software is a third party software product licensed by Directions Limited.

A Customer's use of Navigator software is governed by the terms of the End User Licence Agreement set out below.

### Directions Limited Licence Agreement

This end user agreement is made out of the following two parts.

1. Tele Atlas NV End User Licence Agreement.
2. Directions Ltd End User Licence Agreement.

### 1. TELE ATLAS NV END-USER TERMS PLEASE READ THIS END USER TERMS CAREFULLY BEFORE USING THE PRODUCT

Tele Atlas NV, a public limited company, duly established under the laws of the Netherlands, having offices at Reitscheweg 7f, 5232 BX, 's-Hertogenbosch, The Netherlands, for the purposes of this Agreement is hereinafter to be referred as "Tele Atlas"

#### Article 1 Subject - Right of use

- 1.1. Tele Atlas shall put the Digital Map Product(s) at the disposal of Licensee, not later than on the date and on the type of data carrier, all as stated in Exhibit 2.
- 1.2. The right of use shall apply to the Digital Map Product(s) as it is recorded on the datacarrier supplied to Licensee, and, provided Licensee subscribes to the Maintenance Agreement as set forth in sub B, to updates thereof. Such rights of use shall apply to the most recent update at Licensee's disposal, whereas it expires with respect to all previous versions.
- 1.3. The right of use of the Digital Map Product(s), as a whole or any part thereof, is restricted to the in-house use for own purposes of the Digital Map Product(s) in relation with the terminal and/or Personal Computer and/or workstation, as referred to in Exhibit 2 (hereinafter: "the System"), by the number of indicated users for applications as stated in Exhibit 2 only. Own purposes means: use in Licensee's own company-buildings with the prohibition of use by third parties in any form of computer service or otherwise. Use for external purposes commercially or otherwise, directly or indirectly, is expressly prohibited.
- 1.4. In the event of a System break-down Licensee shall be allowed to use the Digital Map Product(s) on an alternate System than referred to in the previous section, provided that the Digital Map Product(s) shall be completely removed from the original System and Tele Atlas shall be notified without delay in writing. Tele Atlas shall have the right to examine whether the Digital Map Product(s) has been installed on more than the agreed number of Systems or whether the Digital Map Product(s) is in use by more than the agreed number of users.

- 1.5. Unless with prior written consent of Tele Atlas, Licensee shall not be allowed to partly or as a whole reproduce the Digital Map Product(s) and/or pertinent documentation, except for security purposes and/or back-up with a maximum two (2) copies. Licensee is neither allowed to directly or indirectly alter, decompile, disassemble or to reverse-engineer the Digital Map Product(s). All copies must be marked with the same copyright marks, source acknowledgments and other marks as the originals. Both the original copies and the reproductions are subject to the conditions contained in this Agreement.

## **Article 2 Installation**

Tele Atlas and Licensee assume that it is not necessary to implement the Digital Map Product(s)- in the System of licensee. If so, applicable procedures shall be agreed upon in writing, and resulting costs shall be paid by Licensee to Tele Atlas according to customary Tele Atlas tariffs.

## **Article 3 Unauthorized Use**

Licensee shall refrain from modifying the Digital Map Product(s) in such a way that these become suitable for on-line applications, navigation-systems, telematic applications or printed cartography.

## **Article 4 Payments**

- 4.1. This License-Agreement has been concluded through the intervention of a reseller especially authorized by Tele Atlas. The rights of use granted hereunder shall enter into effect after payment by Licensee of relevant license fees to such reseller only.
- 4.2. The Parties agree that any obligations for payment arising under this agreement and any other references to national currency shall be deemed to be stated in Euros as of the date upon which the Euro becomes the exclusive official means of payment in the European Monetary Union member state issuing the currency in which such payment obligations or references would otherwise be denominated. Currency conversion shall be made at the official exchange rate.
- 4.3. The provisions of this Agreement shall not otherwise be affected by conversion to the Euro. The Parties hereto expressly agree that the conversion to the Euro shall not give either Party grounds for termination, withdrawal, contestation, amendment, due to commercial frustration (or any other similar remedies).

## **Article 5 Intellectual property**

- 5.1. Tele Atlas reserves intellectual property rights, including industrial property rights, such as but not limited to patents, patent-applications and copyright. As a database builder Tele Atlas furthermore enjoys protection under the applicable EU Directives on databanks and related legislation.

- 5.2. This Agreement does not imply a transfer of patents, copyrights or trademarks, or any other intellectual property right pertaining to the Digital Map Product(s), irrespective of whether the Digital Map Product(s) has been modified in any way by Licensee, and, furthermore, irrespective of whether the nature or meaning of the Digital Map Product(s) has been changed. Under no circumstances Licensee will modify the copyrightmarks or contents of the Digital Map Product(s).

#### **Article 6 Confidentiality**

- 6.1. Tele Atlas will use its reasonable endeavours to secure confidentiality of all proprietary information that Tele Atlas and/or persons in its service shall take cognizance of under this Agreement. Tele Atlas will observe all reasonable written instructions provided by Licensee in the event such information - properly designated and marked as proprietary - shall be located at the Tele Atlas offices.
- 6.2. For the purposes of this Agreement the term "Proprietary Information" shall mean any information disclosed by Tele Atlas to Licensee under this Agreement, whether in writing, orally, visually, in the form of samples, electronic media or otherwise. Proprietary Information shall also include the Digital Map Product(s) and any change necessarily entails a certain degree of out-of-datedness.

#### **Article 7 - Warranty**

- 7.1. In the event the Digital Map Product(s) contains deviations Licensee's sole remedy, and Tele Atlas sole obligation will be to during a period of twelve (12) months from the date of first delivery to Licensee provide the following support and maintenance of its Digital Map Product(s): (a) promptly correct major deviations that are discovered by Licensee in the Digital Map Product(s), or replace the Digital Map Product(s) at its discretion; (b) upon receipt of written notice from Licensee describing the deviation, Tele Atlas will within twenty (20) working days inform Licensee of the plan to correct the deviation, and; (c) correct minor or ordinary deviations in the next general commercial release of the Digital Map Product(s), provided that the written notice under section 4 has been delivered 4 months prior to such release.
- 7.2. Licensee shall give Tele Atlas written notice and any documentation of discovered deviations and, thereafter, shall provide such additional information as Tele Atlas may reasonably request. To the extent reasonably necessary Licensee shall grant Tele Atlas access to the System without charge.
- 7.3. Tele Atlas shall be relieved of any warranty whatsoever in the event that it should become apparent that the origin of any such deviation is: (a) related to modifications or extensions of the Digital Map Product(s) executed by others than Tele Atlas; (b) caused by the software or the System used by Licensee.

## **Article 8 Indemnification**

- 8.1. In the event the authorized use or possession of the Digital Map Product(s) should infringe upon the intellectual property right of a third party, and such infringement prevents Licensee to continue use of the Digital Map Product(s), Tele Atlas shall at its own expense and discretion do any or all of the following: (a) obtain the right to continue use on behalf of Licensee; (b) modify or replace (relevant parts of the) the Digital Map Product(s) so as to avoid the infringement; (c) take back the (relevant parts of the) Digital Map Product(s) and refund paid license fees.

The above remedies are the only ones available for Licensee hereunder, and any claim therein expires within twelve (12) months from delivery of the datacarrier.

- 8.2. Tele Atlas shall be released to perform any of its obligation under the previous section, in the event the alleged infringement is due to or partially caused by the System or any software of Licensee, the unauthorized use, manipulation or possession of the Digital Map Product(s) by Licensee or anyone associated with Licensee, or in the event Licensee neglects to notify Tele Atlas in writing of such claim within (10) days of learning of such claim.
- 8.3. Licensee shall fully cooperate in Tele Atlas' defense of all such claims.
- 8.4. Licensee undertakes to indemnify Tele Atlas against third-party claims involving losses, damage or injury to per-sons and/or properties, whether claimable or not, resulting from the use of the Digital Map Product(s).

## **Article 9 Limitation on Tele Atlas Liability**

- 9.1. The Digital Map Product(s) shall be delivered on an "as is" basis. Tele Atlas shall not accept any liability concerning the completeness or correctness of the data incorporated therein.
- 9.2. In no event shall Tele Atlas be liable for any claim or loss incurred by Licensee irrespective of whether Tele Atlas has been informed of, knew of, or should have known the likelihood of such damages, except for damages resulting from wilful misconduct or gross negligence of Tele Atlas. If Tele Atlas' limited warranty or limitation of liability set forth in this Agreement shall for any reason whatsoever be held unenforceable or inapplicable Licensee agrees that Tele Atlas' liability shall not exceed fifty percent (50%) of the license fee paid by Licensee to Tele Atlas with respect to the Digital Map Product(s) at issue.
- 9.3. Tele Atlas's liability shall in no event include incidental or consequential damages of any kind.

## **Article 10 Applicable Law and Venue**

This Agreement shall be construed and controlled by the laws of the Netherlands, other than its choice of law provisions, and Parties further consent to jurisdiction by the District Court at Amsterdam, the Netherlands.

## **Article 11 Duration and Termination**

11.1. This Agreement shall be effective as soon as both parties have signed it. Without prejudice to the conditions in this Agreement, it has been concluded for the period as referred to Exhibit 2. The right of use will commence on the date of delivery of the datacarrier.

11.2. Upon termination of this Agreement, no matter how occurred, Licensee shall be obliged to of its own accord within five (5) days return to Tele Atlas all copies of the Digital Map Product(s) and all copies derived from it, as well as pertinent documentation.

11.3. Without prejudice to relevant legal rights and remedies of the terminating Party, Parties shall have the right to prematurely terminate this Agreement by means of a written notification (classified or registered letter) if: (a) the other Party does not, in time or properly, fulfill its obligations resulting from this Agreement, provided that it has previously been declared in default in observance of a term of 1 month, and it has not neutralized this case of default, and immediately, if: (b) the other Party becomes insolvent, is dissolved, is declared to be in a state of bankruptcy, is granted a (provisional) moratorium or offers its creditors a private settlement, or; (c) it has been proven that the other Party performs or neglects an activity that is contrary to any obligation concerning confidentiality.

11.4. Upon termination of this Agreement no matter how occurred, Licensee shall no longer be entitled to in any way use the Digital Map Product(s).

11.5. Termination of this Agreement does not relieve Licensee from the stipulations concerning confidentiality, intellectual property and applicable law and venue.

## **Article 12 Miscellaneous**

12.1. This Agreement sets forth the entire Agreement and understanding between Parties as to the subject matter thereof. Modifications of and additions to this Agreement, inclusive of this Article 12.1. shall only be binding upon parties if they are submitted in writing and signed by both parties.

12.2. In case one or more conditions of this Agreement become void or legally null, the other conditions shall remain in force. For the remaining, parties shall enter into a substitute arrangement in such a way that the (economic) intent of this Agreement as a whole shall be retained as much as possible.

12.3. To the extent the stipulations set forth in this Agreement do not constitute a deviation thereof, the General Conditions of Tele Atlas shall apply (see Exhibit 3). Licensee agrees to full applicability thereof.

12.4. All exhibits constitute an integrating part of this Agreement.

## 2. LICENCE AGREEMENT BETWEEN DIRECTIONS LTD AND THE END USER

Important - please read carefully this licence agreement is a contract between you (an individual or a legal institution) and Directions regarding the software product from Directions which is named above. The product includes the following: computer software, the distribution media, printed material and can include documentation in 'online' or electronic format ('SOFTWARE PRODUCT' or 'SOFTWARE'). By installing or otherwise using the SOFTWARE you confirm, that you agree with the terms and conditions of this licence agreement, and that you are bound by them. If you do not agree with terms of this licence agreement then immediately return the unused SOFTWARE PRODUCT to the place from where you obtained it for a refund.

License for the SOFTWARE PRODUCT The SOFTWARE PRODUCT is protected by the authors copyright and international agreements concerning the authors rights, and further by applicable laws and agreements concerning intellectual property and rights in the SOFTWARE. The SOFTWARE PRODUCT is not sold but a licence to install and use the SOFTWARE is sold.

**1. LICENCE RIGHTS.** This licence grants the enduser the following rights: . Software. You may install the SOFTWARE PRODUCT on only one computer and it may be used by only one user at a time.

**2. OTHER RIGHTS AND LIMITATIONS.** Reverse engineering, decompilation and altering the code of the SOFTWARE PRODUCT are strictly forbidden except where otherwise allowed by law.

- Vehicle and Asset tracking. The SOFTWARE PRODUCT licence allows remote vehicle and asset tracking in the Professional SOFTWARE PRODUCT only and limited to no more than 5 vehicles or assets. For any additional vehicle/asset you must obtain an additional licence from Directions Ltd.
- Separating the components. The SOFTWARE PRODUCT licence regards the SOFTWARE as inseparable and each of its components may not be installed on more than one computer at a time. . Leasing, lending. The SOFTWARE PRODUCT cannot be leased or lent.
- Passing on the SOFTWARE. You may pass on your rights to the SOFTWARE PRODUCT permanently but only on the condition that you do not keep any copies and pass on the SOFTWARE PRODUCT ( including all components, media and printed material, all updated versions of the SOFTWARE, this licence agreement and

the certificate of authenticity ) and all previous versions of the SOFTWARE PRODUCT.

- Terminating the agreement. Notwithstanding the limitations of other laws, Directions may terminate this agreement if you do not abide by its conditions. In this case you must destroy all copies of the SOFTWARE PRODUCT and its components.

**3. UPGRADED VERSIONS.** If the SOFTWARE PRODUCT is an "upgrade" version of another product, whether from Directions or otherwise, you can use it or pass it on only together with the original product, with the exception that the original is destroyed. If the SOFTWARE PRODUCT is an "upgrade" version of a product from Directions you may use this version together with this licencing agreement.

If the SOFTWARE PRODUCT is an "upgrade" version and is included in a 'bundle' of other products which are subject to another licence as a whole the SOFTWARE PRODUCT can be used or passed on only as part of the bundle of products and cannot be separated for use on more than one computer.

**4. AUTHORS RIGHTS.** All copyrights and rights of the author in the SOFTWARE PRODUCT (including without limitation all graphics, photographs, animations, all screens, all sounds, text and symbols are part of the SOFTWARE PRODUCT), as well as printed material supplied with the SOFTWARE PRODUCT and all copies of the SOFTWARE PRODUCT are the property of Directions or its suppliers. The SOFTWARE PRODUCT is protected by copyright and by international agreements. This means that you must treat the SOFTWARE PRODUCT as as you would any other material which is subject to copyright with the following exceptions which allow you to either

(a) create one copy of the SOFTWARE PRODUCT for backup or archive purposes or

(b) Install the SOFTWARE PRODUCT on one computer on the condition that you keep the original only for backup or archive purposes. The documentation supplied with the product must not be copied.

**5. SOFTWARE** on several media The SOFTWARE PRODUCT may contain more than one media. Notwithstanding the type or format of the media you can only use the media which apply to your computer. The other media cannot be used on another computer. The other media cannot be lent, leased or passed on to another party, with the exception of permanent transfer of the SOFTWARE PRODUCT and your rights in it (see above).

**6. RESTRICTIONS ON TRANSFER.** This license is personal to you, and neither your rights hereunder nor any copy of the Software, may be sold, assigned, distributed, transferred or sublicensed to any other person, in any media (including electronic media), without the prior written consent of Directions. Any transfer in violation of this section will be null and void and will automatically terminate your right to use or possess the Software.

-----

This product includes Freetype2 software (<http://www.freetype.org/>).

This product includes GDAL (Geospatial Data Abstraction Library) software (<http://www.gdal.org/>).

This product includes GapiDraw software (<http://gapidraw.com/>)