



**This EULA applies to you if you have acquired the Software in the United States or Canada.**

This End-User License Agreement (“EULA”) is a legal agreement between you and TomTom Inc., United States of America (TomTom). You agree that this EULA is enforceable like any written negotiated agreement signed by you. This EULA applies to (the use of) TomTom software, including Internet-based services, and all contents and contents programs offered by TomTom (“Software”).

Please read this EULA carefully. By using all or any portion of the Software you accept all the terms and conditions of this EULA. Breaking the seal of a cd-rom, floppy disc, memory card or any other media, and pressing the “I agree” button for a download of any Software, updates, upgrades or supplements is considered use of the Software.

If you do not agree to the terms of this EULA, you are not entitled to use the Software and you must press the “Cancel” button to decline the download. If you have already paid for the Software you may obtain a refund of the purchase price provided that you do not use the Software.

1) GRANT OF LICENSE: This EULA grants a license (“License”) that permits you to use the Software, provided that Software that is combined with a hardware device is only combined with one hardware device at any time. This License is non-exclusive and non-transferable. This License does not grant any rights to obtaining future upgrades, updates or supplements of the Software. If upgrades, updates or supplements of the Software are obtained, however, the use of such upgrades or updates is governed by this EULA and any amendments to it unless other terms accompany the upgrades, updates or supplements in which case those terms apply.

2) COPYRIGHT: Copyright and other intellectual, industrial and/or proprietary rights to the Software and to any copies that you may make are owned by TomTom and/or its suppliers. TomTom permits you to use the Software only in accordance with the terms of this EULA. All rights not specifically granted in this EULA are reserved by TomTom. You may either (a) make one copy of the Software solely for backup or archival purposes, or (b) transfer the Software to a single medium, provided you keep the original solely for backup or archival purposes. You may not copy the product manual(s) or written materials accompanying the Software, except for own use. You only become the owner of the material data carrier, if any, and you do not acquire ownership of the Software.

3) OTHER RESTRICTIONS: Renting, lending, public presentation, performance or broadcasting or any other kind of distribution of the Software is prohibited. Other than as permitted by applicable legislation, you will not, and will not allow any other person to, modify the Software or any part thereof, to analyze it by means of reverse engineering, to decompile or disassemble the Software, or to make products derived from it.



4) **CONFIDENTIALITY:** You acknowledge and agree that the Software was developed at considerable time and expense by TomTom and is confidential to and a trade secret of TomTom and/or third parties. You agree to maintain the Software in strict confidence and not to disclose or provide access thereto to any person.

5) **THIRD PARTY SOFTWARE LICENSES:** TomTom products may make use of third party software. Notwithstanding clauses 2, 3 and 4, use of some third party materials included in the Software may be subject to other terms and conditions. The official copyright notices and specific license conditions of these third party software codes and algorithms are to be found via <http://www.tomtom.com>. You hereby agree to the terms and conditions for such third party software.

6) **LIMITED WARRANTY:**

a) TomTom does not and cannot warrant that the Software operate error-free. You should be particularly aware of the fact that calculation errors may occur when using Software for instance caused by local environmental conditions and/or incomplete data.

b) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TOMTOM AND ITS SUPPLIERS PROVIDE THE SOFTWARE “AS IS AND WITH ALL FAULTS”, AND HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY (IF ANY) IMPLIED WARRANTIES, DUTIES OR CONDITIONS OF: MERCHANTABILITY, NON-INFRINGEMENT, QUIET ENJOYMENT, SYSTEM INTEGRATION, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, RELIABILITY OR AVAILABILITY, ACCURACY OR COMPLETENESS OF RESPONSES, RESULTS, WORKMANLIKE EFFORT, LACK OF VIRUSES, AND REASONABLE CARE AND SKILL, ALL WITH REGARD TO THE SOFTWARE, AND THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT OR OTHER SERVICES, INFORMATION, SOFTWARE, AND RELATED CONTENT THROUGH THE SOFTWARE OR OTHERWISE ARISING OUT OF THE USE OF THE SOFTWARE. This exclusion does not apply to (i) any implied condition as to title and (ii) any implied warranty as to conformity with description. If applicable law requires any implied warranties with respect to the Software, all such warranties are limited in duration to ninety (90) days. Some states and/or jurisdictions do not allow limitations on how long an implied warranty lasts, so the above may not apply to you.

c) This Limited Warranty is the only express warranty made to you and is provided in lieu of any other express warranties or similar obligations (if any) created by any advertising documentation, packaging, or other communications.

7) **LIMITATION OF LIABILITY:**

a) NEITHER TOMTOM NOR ITS SUPPLIERS SHALL BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES (INCLUDING IN EACH CASE, BUT NOT LIMITED TO, DAMAGES FOR THE INABILITY TO USE ANY THIRD PARTY EQUIPMENT OR ACCESS DATA, LOSS OF DATA, LOSS OF BUSINESS, LOSS OF PROFITS, BUSINESS INTERRUPTION OR THE LIKE) ARISING OUT OF THE USE OF OR INABILITY TO USE THE



SOFTWARE EVEN IF TOMTOM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

b) NOTWITHSTANDING ANY DAMAGES THAT YOU MIGHT INCUR FOR ANY REASON WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ALL DAMAGES REFERENCED HEREIN AND ALL DIRECT OR GENERAL DAMAGES IN CONTRACT OR ANYTHING ELSE), THE ENTIRE LIABILITY OF TOMTOM AND ANY OF ITS SUPPLIERS ARISING FROM OR RELATED TO THIS EULA, SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU FOR THE SOFTWARE.

c) Notwithstanding clauses 7(a) and (b), or anything else contained in this EULA, neither party's liability for death or personal injury resulting from its own negligence shall be limited.

d) Some states and/or jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

8) **TERMINATION:** Without prejudice to any other rights, TomTom may immediately terminate this EULA if you fail to comply with any of its terms and conditions. In such event, you must destroy all copies of the Software and all of its component parts. The following provisions of this EULA will survive termination, will remain in effect after termination of this EULA: Sections 3, 4, 6, 7, 8, 9, 11, 12, and 13. TomTom reserves the right, with or without notice, to discontinue update, upgrade and supplement services provided to you or made available to you through the use of the Software.

9) **LINKS TO THIRD PARTY SITES:** TomTom is not responsible for the contents of any third-party sites or services, any links contained in third-party sites or services, or any changes or updates to third-party sites or services. TomTom is providing these links and access to third-party sites and services to you only as a convenience, and the inclusion of any link or access does not imply an endorsement by TomTom of the third-party site or service.

10) **THIRD PARTY RIGHTS:** A party which is not a party to this EULA has no rights under applicable legislation in relation to the rights of third parties to rely upon or enforce any term of this EULA but that does not affect any right or remedy of a third party which exists or is available apart from such applicable legislation.

11) **ENTIRE AGREEMENT:** This EULA (including any addendum or amendment to it which may be supplied with the Software), if applicable, and any other terms and conditions, if applicable, is the entire agreement between you and TomTom relating to the Software and the support services (if any) and they supersede all prior or contemporaneous oral or written communications, proposals and representations with respect to the Software or any other subject matter covered by this EULA. To the extent that the terms of any TomTom policies or programs for support services conflict with the terms of this EULA, the terms of this EULA shall govern. If any provision of this EULA is held to be void, invalid, unenforceable or illegal, the other provisions shall continue in full force and effect.



12) TRANSLATIONS: The English version of this EULA is the controlling version. Any translations are provided for convenience only.

13) GOVERNING LAW: This EULA and any disputes related to this EULA or to the use of the Software or otherwise are subject to Massachusetts law, without giving effect to any principles that may provide for application of the law of another jurisdiction. The United Nations Convention on Contracts for the International Sales of Goods is hereby excluded from application to this EULA. All disputes arising out of this EULA shall be settled in the federal or state courts located in Boston, Massachusetts, which will have exclusive jurisdiction in respect of any such disputes.

Should you have any questions concerning this EULA, or if you desire to contact TomTom for any reason, please visit TomTom on the World Wide Web at <http://www.tomtom.com>