

PLEASE READ BEFORE USING,
DOWNLOADING, COPYING OR INSTALLING

SUMMARY

The use and downloading of the SDK is subject to the signing of the TomTom Mutual NDA for Apps. The TomTom SDK Terms of Use are applicable and by using the SDK you accept the terms below. Once you signed the TomTom Mutual NDA for Apps, you will get access to the developer zone:

<http://discussions.tomtom.com/t5/Developer-zone/ct-p/developer>. In case of questions, you can reach us at:

developer.relations@tomtom.com

You may use the TOMTOM SDK and form an App based on the TomTom SDK provided that you comply with following conditions.

By using this SDK, you acknowledge and agree that:

1. TomTom and its Application Framework partners will validate and pre-approve any App before it is admitted for distribution via TomTom's app store or one of TomTom's partner's app store, or other distribution.
2. The distribution of the App is controlled by TomTom, or its Application Framework partners.
3. TomTom and its Application Framework partners may change the validation and approval conditions and guidelines at any time at the discretion of TomTom, or its Application Framework partners.
4. TomTom and its Application Framework partners cannot be held liable in the event that they do not approve an App.
5. In the event that an App does not comply with these Terms of Use, the conditions and the guidelines, TomTom and its Application Framework partners are allowed to delete Apps from the App store and even from end user devices on which the App is installed.
6. You are allowed to use this SDK in your own company. You are not allowed to redistribute this SDK outside your company in any form
7. You are not allowed to use the name of TomTom to endorse or promote products derived from the SDK without our specific prior written permission.
8. Developers who use the SDK must comply to the App development guideline documentation: like the visual guideline, the safety aspects and

TomTom expects your support with integration and validation of the App.

9. The TOMTOM Platform is the platform made suitable for in-car head units and personal navigation devices for 'In-Vehicle Infotainment'.

Acceptance of the license

1. By downloading or using the TomTom SDK or an adapted or modified release of the TomTom SDK, the Developer accepts without reserve all terms and conditions of the License concluded between him and TOMTOM - which he commits to respect.

2 If you don't agree with the terms of this license, do not sign, don't click the acceptance box or do not download or use the TOMTOM SDK.

3. If you want to accept these Terms of Use and License on behalf of your employer or any legal entity, you warrant that you have the capacity to accept the terms of the license on behalf of your company or any other legal entity and to legally bind your company or such legal entity.

TERMS OF USE AND LICENSE

1. PURPOSE

The purpose of this License is to define the terms of use under which you (the Developer) are authorized to use the content of the TomTom SDK to create under your own responsibility an App for the TOMTOM Platform and to market that App in the TomTom App store or the App store of TomTom's partners, for free or against payment.

2. DEFINITIONS

App means a software created by the Developer from the TomTom SDK or any modified version, and which functionalities shall exclusively be dedicated to the use on the TOMTOM Platform and with the aim of providing assistance or services related to location, navigation or 'life in the car', or any other purpose compatible with the terms of this license.

Application Framework partners mean TomTom partners (like OEM's or first tier suppliers) that use the TomTom Application Framework as firmware to run Apps.

Developer means you, a physical person, having the capacity to accept these Terms of Use or a person, representing a company and having all powers to that effect to bind the company.

License means these Terms of Use and license for the use of the TomTom SDK.

NDA means the Non Disclosure Agreement.

TOMTOM SDK means the TomTom Platform Software Development Kit and Platform Application Programming Interfaces and associated documentation and tooling (like an emulator to

emulate the behaviour of the App and a car simulator to simulate 'driving conditions' in the app/emulator), allowing to make Apps to be used on the TOMTOM Platform. TOMTOM provides the SDK for free to the Developer.

TOMTOM Platform means the TomTom platform that was made suitable for in-car head units and personal navigation devices for 'In-Vehicle Infotainment' platform developed by TOMTOM and its partners.

User Account means the information relating to the identification of a Developer or User, such as first name, surname, email address, login, password, company, title.

User means any physical person using the TOMTOM Platform or an App.

3. USER ACCOUNT AND INFORMATION

3.1 The Developer commits to provide accurate information and to update the information, if necessary.

3.2 The User Account is personal and confidential; it cannot be assigned to a third party.

3.3 The Developer commits to inform TOMTOM immediately of any disclosure, non authorized use by a third party of the login and/or password of its User Account. In such case, TOMTOM shall be entitled to invalidate the login and the password.

3.4 The downloading of the SDK is subject to the signing of the NDA between TOMTOM and Developer. By downloading and using the SDK you accept the Terms of Use.

3.5 Once you signed the NDA you may get access to the developer zone at: <http://discussions.tomtom.com/t5/Developer-zone/ct-p/developer>

3.6 In case of questions, you can reach us at: developer.relations@tomtom.com

4. CONDITIONS OF USE

TOMTOM grants to the Developer, who accepts, a personal, non-assignable, non-exclusive, worldwide, free license of development of the TomTom SDK authorizing the Developer to:

- a. install the SDK on its own devices, as necessary to create an App;
- b. translate, adapt, arrange, modify the TomTom SDK in order to create an App in the software and hardware environment chosen by the Developer;
- c. to create applications that use the provided API's to interact with the underlying platform.
- d. to grant licenses of the App to the Users of the TOMTOM Platform;

5. RESTRICTIONS AND DATA PROTECTION

5.1 The License of development and use of the SDK is subject to the acceptance and to the respect by the Developer without any reserves of all restrictions and limitations listed hereafter. Consequently, TOMTOM expressly forbids the Developer:

- a. To do reverse engineering, decompile or attempt to extract the Source Codes of the TOMTOM PLATFORM; under special legal conditions, necessary information for interoperability purpose might be requested from TOMTOM ;
- b. To delete, or alter any warning and copyrights notices;
- c. To attempt to or to distribute their application outside the distribution channels offered by TomTom or TomTom's customers or partners.
- d. To use the TomTom SDK to develop an application other than an App. The App shall be dedicated to providing assistance or services related to location, navigation or 'life in the car',
- e. To hide or not mention aspects, features, behaviour, of the app that should be known during app validation by TomTom or its partners such as endangering driving behaviour, endangering platform stability, secretly capturing user data or otherwise conflicting with guidelines or instructions.
- f. To use the TomTom SDK or to create an App breaching the terms of the License, third party rights, applicable laws and regulations and any instruction provided by TOMTOM.

5.2 The Developer acknowledges that local laws may restrict the distribution and use of certain applications or application features embedded in devices operated while User is driving. The Developer shall not develop any Application that results in distracting the driver from driving safely.

5.3 When using the SDK or when creating an App, the Developer commits:

- a. not to infringe any applicable laws and regulations, specifically data protection laws, especially with regards to automotive field, which the Developer shall determine whatever the country where he intends to develop and/or distribute the App;
- b. not to reproduce, represent, put contents which infringe copyrights, patents, trademarks, design, model, know-how, commercial secret and any intellectual property rights belonging to TOMTOM or to third parties ;
- c. not to display an App which falsely or implied would suggest an endorsement or any approbation from TOMTOM ;
- d. not to collect, treat or store **personal data** from users of the App with the App, unless you

obtained prior consent from the user. You must inform the user what kind of data you want to collect, for what purpose, what you will do with the data, how long you will store the data and how the user can contact you to stop this. The implementation in Europe must be in compliance with the following EU directives and the implementation in the local countries: EU Directive 95/46/EC of 24 October 1995 relating to privacy (Privacy Directive) and EU Directive 2002/58/EG of 12 July 2002 (Directive Privacy & e-Communication) and with similar applicable laws and regulations in other countries. In the event that the App stores personal data, it should be in compliance with the applicable law and with user consent only.

5.4 TOMTOM is sole judge of the compliance of the App with the terms and conditions of the present License.

5.5 TOMTOM reserves the right to correct or modify the TomTom SDK during the License duration.

6. DURATION OF THE LICENSE

The License of the TomTom SDK is granted for the duration of the intellectual property rights of the App. It enters into force upon download or use of the TomTom SDK.

7. TERMINATION OF THE LICENSE

7.1 TOMTOM reserves the right to terminate this License, without notice, in following cases:

- a. The Developer has created an App in violation of this License terms, any applicable law and regulation or TOMTOM has objective reasons to believe that the App is infringing the License or any applicable law and regulation;
- b. The Developer has created an App in violation of TOMTOM's intellectual property rights or TOMTOM has objective reasons to believe that the App is infringing it's rights or third party's rights;
- c. The Developer has created an App containing bugs, viruses, worms, defects, Trojan horses, or any items of a destructive nature or TOMTOM has objective reasons to believe that the App contains of this item;
- d. In case the App uses too much bandwidth considering the fair use of the TomTom Platform

7.2 Termination of the License shall be notified by email.

7.3 In case of closing of a User Account or termination of the License, for whatever reason, articles which by their nature shall survive shall

continue to be applicable, in particular articles RIGHTS OF TOMTOM; EXCLUSION OF WARRANTIES; LIMITATION OF RESPONSIBILITY; INDEMNIFICATION and GENERAL.

8. SPECIFIC DEVELOPMENT

Upon request, TOMTOM may perform specific development of the TomTom SDK, in order to enable the creation of an App for commercial purpose. The development services provided by TOMTOM shall be subject to a separate agreement between TOMTOM and the requestor. TOMTOM and the requestor shall mutually agree on the business model to be applied to any App created based on specific development.

9. UPGRADE OF THE SDK

9.1 Due to technological innovations and for quality and/ or security reasons, the Developer acknowledges and agrees that TOMTOM may at any time modify the SDK, namely by adjunction, removal, improvement of functionalities, or that TOMTOM may temporarily or definitely suspend the access to the SDK, at its sole discretion and without notice. TOMTOM will – as much as commercially reasonably possible and with no result obligation, try to ensure the backward compatibility of the TomTom SDK.

9.2 TOMTOM shall notify any modification by publication on the developer zone, currently:

<http://discussions.tomtom.com/t5/Developer-zone/ctp/developer>, or per email, or by any other appropriate means in TOMTOM's judgment. From the notification, the use of the TomTom SDK by the Developer to create new App shall be deemed as the acceptance by the Developer of the modified License of the TomTom SDK.

10. LICENSE GRANTED TO TOMTOM BY THE DEVELOPER

10.1 The Developer is owner of the copyrights and other intellectual property rights on the App that he creates. When the developer offers his app for validation and/or publication, he grants TOMTOM a perpetual, irrevocable, worldwide, free and non-exclusive license to reproduce, represent, adapt, arrange, modify, translate, publish, operate and display the App by any means of communication, numerical, analogical, electronic or otherwise to the public and namely by any network (internet, intranet), wireless or not, by mobile phone, email, by satellite, par optical fibre, par television and on any media. This license shall be granted in order to allow TOMTOM to display, promote, and distribute the TomTom SDK and/or the App.

10.2 This license includes the right for TOMTOM or its Application Framework partners to make the App available – totally or partially – to any user or to any person with who TOMTOM or its Application

Framework partners is in relationship, and to use the App for information or advertisement purpose.

10.3 The Developer agrees that TOMTOM for technical or for improvement purpose, may:

- a. transmit or communicate the App on public network others than internet (wireless or not, namely mobile telephony) and various media (graphic, magnetic, optical, numerical, analogical); and
- b. make any modification necessary to adapt and make the App compliant to technical specifications so to make it interoperable with networks or devices.

10.4 The Developer warrants to TOMTOM and its Application Framework partners that he has the rights to grant the license.

10.5 The Developer and TomTom or one of TomTom's partners may agree separately on revenue share relating to the Apps.

11. TOMTOM RIGHTS

11.1. TOMTOM is and remains the owner of all intellectual and industrial property rights and interests on the TomTom SDK and/or any rights on the know-how, schemes, plans, algorithm, technologies, ideas, concepts.

11.2 It is expressly specified that TOMTOM is owner of patents on the TOMTOM Platform and that a right to use such patent is granted within the frame of these Terms of Use. No other rights on the patents are granted to the Developer who commits not to use the technologies issued from those patents for purpose not in the scope of the present License. The TomTom Platform is the TomTom platform made suitable for in-car head units and personal navigation devices for 'In-Vehicle Infotainment.

11.3 Trademarks and logos. TOMTOM is owner of its commercial trade name, trademarks, logos, domain names and any others brand features. TOMTOM grants the Developer a non-exclusive, non assignable, non transferable, non sub-licensable, free license to use TOMTOM trademarks and logos for the sole purpose of mentioning that he uses the TomTom SDK.

11.4 When using TOMTOM's trademarks and logos, the Developer undertakes:

- a. Not to display a trademark or a logo in any manner that implies a relationship or affiliation with, sponsorship, or endorsement by TOMTOM or that can be reasonably interpreted to suggest editorial content has been authored by, or represents the views or opinions of TOMTOM;
- b. Not to use TOMTOM brand features to disparage TOMTOM or its products;

- c. Not to display the TOMTOM trademark and logo as the most prominent element in any part of the App created by the Developer, unless with explicit TomTom approval;
- d. Not to display TOMTOM trademark or logo in a manner that is misleading, defamatory, infringing, libellous, disparaging, obscene or otherwise objectionable to TOMTOM;
- e. Not to display a TOMTOM trademark or logo on a site that violates any law or regulation;
- f. Follow the TomTom brand guidelines as available on www.tomtom.com, i.e. not to remove, distort or alter any element of a TOMTOM brand feature (including squeezing, stretching, inverting, discolouring, etc.).

11.5 The Developer shall not, during the term of the License and after its expiration, register or attempt to register any trademark, logo, domain name similar to or confusing with TOMTOM or its Application Framework partners trademarks or logo's, in any manner.

11.6 The Developer shall immediately remedy any breach notified by TOMTOM per email or any other mean concerning any infringement to TOMTOM intellectual property rights.

11.7 The Developer, company or physical person, is the owner, as applicable, on the intellectual property rights on his name, commercial name, trademarks, logos and any other brand features. He expressly grants TOMTOM a non-exclusive, worldwide and free license to mention his name, commercial name, trademarks, logo, as applicable, to mention that he uses the TomTom SDK and/or that he has created an App.

12. DISCLAIMER

-THE TOMTOM SDK IS PROVIDED «AS IS». IN PARTICULAR, TOMTOM, IT'S SUBSIDIARIES, LICENSORS AND THEIR SUPPLIERS, DO NOT REPRESENT OR WARRANT THE DEVELOPER THAT:

- ITS USE OF THE TOMTOM SDK WILL MEET ITS REQUIREMENTS;
- ITS USE OF THE TOMTOM SDK WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR OR WILL OFFER CONSTANT PERFORMANCE;
- THAT DEFECTS OR ERRORS WILL BE CORRECTED OR THAT THE TOMTOM SDK WILL BE UPGRADED, TOMTOM HAVING NO OBLIGATION TO PROVIDE CURATIVE OR EVOLUTIVE SUPPORT;
- THE TOMTOM SDK IS COMPLIANT TO ANY SPECIFICATIONS;
- ANY UPGRADE OF THE TOMTOM SDK WILL BE COMPATIBLE WITH PREVIOUS RELEASE.

- TOMTOM, ITS SUBSIDIARIES, LICENSORS AND THEIR SUPPLIERS, DO NOT REPRESENT OR WARRANT THE DEVELOPER THAT ITS USER ACCOUNT WILL BE AVAILABLE WITHOUT INTERRUPTION.

- NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY THE DEVELOPER FROM TOMTOM, ITS SUBSIDIARIES, OR THROUGH THE TOMTOM SDK, SHALL BE CONSTRUED A WARRANTY PROVIDED BY TOMTOM.

- TOMTOM, IT'S SUBSIDIARIES, ITS LICENSORS DO NOT WARRANT, ANY RESULT, EXPRESS OR IMPLIED, OF ANY NATURE (TECHNICAL, COMMERCIAL, FINANCIAL OR OTHER) FROM THE USE OF THE APPLICATION.

13. - TOMTOM DECLARES THAT TO THE BEST OF ITS KNOWLEDGE THE TOMTOM SDK DOES NOT INFRINGE ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHTS.

14. **LIMITATION OF RESPONSIBILITY**

- THE PROVISION EXCLUDING OR LIMITING TOMTOM'S LIABILITY SHALL ONLY BE APPLICABLE IN COUNTRIES WHERE SUCH PROVISIONS ARE LEGAL. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF LOSS OR DAMAGES. ACCORDINGLY, TOMTOM'S LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

- THE DEVELOPER EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE USE HE DOES OF ITS USER ACCOUNT, THE TOMTOM SDK, THE APP THAT HE CREATES, ARE AT ITS SOLE RISK AND RESPONSABILITY. IN PARTICULAR, THE DEVELOPER SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO ITS COMPUTER SYSTEM OR OTHER DEVICE, LOSS OF DATA, OR ANY OTHER DAMAGE OR INJURY THAT RESULTS FROM THE DOWNLOAD OR USE OF THE TomTom SDK.

- THE DEVELOPER EXPRESSLY ACKNOWLEDGES AND AGREES THAT HE SHALL BE SOLELY RESPONSIBLE FOR ALL COSTS, EXPENSES INCURRING FOR THE USE OF ITEMS MENTIONED ABOVE AS WELL AS ANY DEVELOPMENT AND PRODUCTION COSTS ASSOCIATED TO THE APP THAT HE IS CREATING, UNLESS SPECIFICALLY AGREED OTHERWISE IN WRITING BETWEEN TOMTOM AND DEVELOPER.

- TOMTOM, ITS SUPPLIERS, LICENSORS, AFFILIATES, ARE NOT RESPONSIBLE FOR ANY DIRECT OR INDIRECT, MATERIAL OR IMMATERIAL, CONSECUTIVE OR NON CONSECUTIVE DAMAGES, INCLUDING, BUT NOT BE LIMITED TO, ANY LOSS OF PROFIT (WHETHER INCURRED DIRECTLY OR INDIRECTLY), ANY LOSS OF GOODWILL OR BUSINESS REPUTATION, ANY LOSS OF DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR OTHER INTANGIBLE LOSS, THAT DEVELOPER OR A THIRD PARTY MAY INCUR FROM:

1- THE USE BY THE DEVELOPER OF ITS USER ACCOUNT, THE TOMTOM SDK, THE APP THAT HE CREATES;

2- THE MARKETING OF THE APP FOR FREE OR AGAINST FEES;

3- THE MODIFICATION OF THE TOMTOM SDK BY TOMTOM;

4- THE CLOSING OF THE USER ACCOUNT, THE MODIFICATION OR THE EXPIRATION OR TERMINATION OF THE LICENSE;

5- ANY NON ACCURATE OR NON UPDATED INFORMATION PROVIDED BY TOMTOM,

15. **INDEMNIFICATION**

The Developer warrants and hereby agrees to indemnify, defend and hold TOMTOM and its Application Framework partners harmless from and against any claim or liability arising out of: (a) the use of the SDK in breach of the License and/or any instruction provided by TOMTOM; (b) the App; (c) any use by Users of the App; (d) any claim that the App breaches laws or infringes third party rights; consequently, assume all costs and damages to which TOMTOM could be condemned by a jurisdiction on such a basis. The Developer shall cooperate as fully as reasonably required in the defense of any claim and TOMTOM reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by the Developer. And if necessary, to seek equitable relief, including but not limited to preliminary injunction and injunction, in addition to all other remedies.

16. **HYPERLINKS**

16.1 The SDK contents and the TomTom Developer zone, <http://discussions.tomtom.com/t5/Developer-zone/ctp/developer> may include hyperlinks to other web sites or content or resources provided by third parties and companies. TOMTOM has no control or authority over any such external web sites, resources, third parties. The Developer acknowledges and agrees that TOMTOM is not responsible for the availability of

any such external sites or resources, and does not endorse any advertising, products or other materials on or available from such web sites or resources.

16.2 The Developer acknowledges and agrees that TOMTOM is not liable for any loss or damage that may be incurred by the Developer as a result of the availability of those external sites or resources, or as a result of any reliance placed by you on the completeness, accuracy or existence of any advertising, products, or other materials on, or available from, such web sites or resources.

17. GENERAL

17.1 The License constitutes the entire legal agreement between TomTom and the Developer and completely replace and supersede any prior agreements between TOMTOM and the Developer.

17.2 The waiver by TOMTOM to prevail itself from a provision of the License shall not be construed as a waiver to prevail itself of any right obligation under the License in the future.

17.3 If any court of law having jurisdiction rules that any provision of this License is invalid, then that provision will be removed from the License without affecting the rest of the License. The remaining provisions of the License will continue to be valid and enforceable.

17.4 Any notice sent by TOMTOM to the Developer or exchange between the Parties will be validly delivered per email at the address provided by the Developer in its User Account and at legal@tomtom.com for TOMTOM.

18. Applicable law and jurisdiction

The License is governed by Dutch Law, without regard to its conflict of laws provisions. Any dispute arising out of its interpretation, execution or termination shall be submitted to the exclusive jurisdiction of the relevant court of Amsterdam, even for urgency proceedings or plurality of defendants. Notwithstanding this, TOMTOM shall

be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction

19. Privacy

Please refer to our privacy policy on www.tomtom.com/privacy. This policy explains how TOMTOM treats any personal data which are disclosed to TomTom and what we do to protect your privacy.

Version November 2011. The version available on www.tomtom.com/legal will be leading.

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