TOMTOM SDK TERMS OF USE AND LICENSE

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SUMMARY
The TomTom SDK Terms of Use and License (the License) are applicable and by using the SDK you accept the terms below. You may use the TomTom SDK and form an App based on the TomTom SDK provided that you comply with following conditions.

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 do not agree with the terms of this license, do not sign, do not click the acceptance box or do not download or use the TomTom SDK.
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By using this SDK, you acknowledge and agree that:
1. 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.
2. 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.
3. In the event that an App does not comply with the License, the conditions and the guidelines, TomTom is allowed to delete Apps from end user devices on which the App is installed.

TERMS OF USE AND LICENSE
1. PURPOSE
1.1 The purpose of this License is to define the terms of use under which you (the Developer) are authorized to use the TomTom SDK to create an application for use on the TomTom BRIDGE product range.

2. DEFINITIONS
2.1 **App** means 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 BRIDGE product range.
2.2 **Developer** means you, a physical person, having the capacity to accept this License or a person, representing a company and having all powers to that effect to bind the company.
2.3 **License** means these Terms of Use and License for the use of the TomTom SDK.
2.4 **TOMTOM SDK** means the TomTom Platform Software Development Kit and associated documentation and tooling (like an emulator to emulate the behavior 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 BRIDGE. TomTom provides the SDK for free to the Developer.
2.5 **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.
2.6 **User** means any physical person using the TomTom BRIDGE 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.
3.4 By downloading and using the SDK you accept the Terms of Use and License.

4. CONDITIONS OF USE

4.1 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.

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 BRIDGE; under special 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;

    e. To hide or not mention aspects, features, behavior, of the app that should be known such as endangering driving behavior, endangering platform stability, secretly capturing user data or otherwise conflicting with guidelines or instructions; and / or

    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 shall not develop any Application that results in distracting the driver from driving safely. 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.

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 merge the SDK with any code published under the Affero GPL3, GPL v3 or LGPL v3 licenses or under any other license submitted to "copyleft" licenses; and /or

    e. 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.

6. DURATION OF THE LICENSE

6.1 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 at any time without notice.

7.2 In case of termination of the License, for whatever reason, articles which by their nature shall survive shall continue to be applicable, including but not limited to these sections: TOMTOM RIGHTS; DISCLAIMER; LIMITATION OF RESPONSIBILITY; INDEMNIFICATION and GENERAL.

8. UPDATE OF THE SDK

8.1 Due to technological innovations and for quality and/or security reasons, the Developer acknowledges and agrees that TomTom may at any time modify, correct, or update 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.

8.2 TomTom shall notify any modification by publication on the TomTom BRIDGE Developer's Portal, currently: http://developer.tomtom.com/products/bridge, 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.

9. LICENSE GRANTED TO TOMTOM BY THE DEVELOPER

9.1 The Developer is owner of the copyrights and other intellectual property rights on the App that he creates.

10. TOMTOM RIGHTS

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

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

13. LIMITATION OF RESPONSIBILITY

13.1 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.

13.2 THE DEVELOPER EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE USE OF THE TOMTOM SDK AND THE APP THAT HE CREATES, ARE AT ITS SOLE RISK AND RESPONSIBILITY. 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.

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    b. THE MODIFICATION OF THE TOMTOM SDK BY TOMTOM;
    c. THE CLOSING OF THE USER ACCOUNT, THE MODIFICATION OR THE EXPIRATION OR TERMINATION OF THE LICENSE;
    d. ANY NON-ACCURATE OR NON UPDATED INFORMATION PROVIDED BY TOMTOM.

14. INDEMNIFICATION

14.1 The Developer warrants and hereby agrees to indemnify, defend and hold TomTom and its affiliates 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, Developer assumes 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.

15. HYPERLINKS

15.1 The SDK contents and the TomTom BRIDGE Developers Portal, currently: http://developer.tomtom.com/products/bridge 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.
15.2 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.

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16.4 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 and at legal@tomtom.com for TomTom.

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17.1 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.

18. 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.

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