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- 3. UPDATES AND CHANGES TO THE MAPS SDK AND THIS AGREEMENT:** TomTom reserves the right, with or without notice and at its sole discretion, to discontinue, update, modify, upgrade and supplement any of the Maps SDKs or any features within the Maps SDKs and to modify this Agreement. You agree that future versions of the Maps SDKs may be incompatible with applications that were developed on previous versions of the Maps SDKs.
- 4. YOUR FURTHER OBLIGATIONS:**

4.1. You agree to use the Maps SDKs only for purposes that are permitted by (a) this Agreement

and (b) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions (including any laws regarding the export of data or software to and from the United States or other relevant countries).

4.2. Other than as permitted by applicable legislation, you are prohibited from copying (except for backup purposes), modifying, adapting, (re)distributing, renting, lending, publicly presenting, decompiling, reverse engineering, disassembling, or creating derivative works of the Maps SDKs or any part of the Maps SDKs.

4.3. You may not use the Maps SDKs in connection with any illegal, fraudulent, dishonest or unethical activity or behaviour.

4.4. You shall only use the Maps SDKs only in connection with the TomTom Online APIs and shall not be permitted to use the Maps SDKs in conjunction with any other third party online APIs or content which would reasonably be deemed to compete with the Maps SDK or TomTom's content.

4.5. The Maps SDKs may include data which TomTom licenses from third parties or open source software. You shall comply with all requirements and restrictions which such third parties may require TomTom to impose on you (and as may be updated and amended by TomTom from time to time). All applicable OSS Licenses are included within the Maps SDKs download package. It shall be your responsibility to check, review and comply with any updated or amended terms that would apply to the Maps SDKs licensed to you under this Agreement. For the avoidance of doubt, any such software is made available to you under the terms and conditions of the applicable licenses.

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6.1. All intellectual property rights related to the Maps SDKs and to the TomTom Online APIs are owned by TomTom and/or its licensors and suppliers. However, TomTom agrees that it obtains no intellectual property rights under this Agreement in or to any Permitted Application that you develop using the Maps SDKs.

6.2. Your use of any trade names, logos, trademarks, service marks and other marks of TomTom is subject to TomTom's prior written approval. Any goodwill arising out of the use thereof shall inure to the benefit of TomTom. In addition, you agree not to remove, obscure, mask or change any logo and/or copyright notice placed on or automatically generated by the Maps SDKs.

7. **WARRANTIES:**

7.1. YOU ACKNOWLEDGE THAT THE MAPS SDK HAS NOT BEEN DEVELOPED TO MEET YOUR

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7.2. YOUR USE OF THE MAPS SDK AND ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE MAPS SDK IS AT YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR OTHER DEVICE OR LOSS OF DATA THAT RESULTS FROM SUCH USE.

7.3. WITHOUT LIMITING CLAUSE 7.1 AND 7.2 ABOVE, THE MAPS SDK IS PROVIDED ON AN “AS IS” AND WITH “ALL FAULTS BASIS” AND TOMTOM EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, SATISFACTORY QUALITY, ACCURACY, TITLE AND FITNESS FOR A PARTICULAR PURPOSE.

7.4. THE PROVISIONS OF THIS CLAUSE DO NOT AFFECT ANY OF YOUR LEGAL RIGHTS UNDER APPLICABLE MANDATORY NATIONAL LEGISLATION, INCLUDING BUT NOT LIMITED TO ANY MANDATORY STATUTORY WARRANTIES. IF ANY PART OF THIS LIMITED WARRANTY IS HELD TO BE INVALID OR UNENFORCEABLE, THE REMAINDER OF THE LIMITED WARRANTY SHALL NONETHELESS REMAIN IN FULL FORCE AND EFFECT.

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8.3. THE ABOVE LIMITATIONS OF LIABILITY UNDER THIS CLAUSE 8 DO NOT: (I) AFFECT YOUR RIGHTS UNDER ANY APPLICABLE MANDATORY NATIONAL LEGISLATION; (II) EXCLUDE OR LIMIT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

9. **IPR INDMENITY:** To the maximum extent permitted by law, you agree to defend, indemnify and hold TomTom and its respective directors, officers, employees, affiliates, agents and suppliers harmless from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorneys fees) arising out of or accruing from (a) your use of the Maps SDK, (b) any application you develop on the Maps SDK that infringes any copyright, trademark, trade secret, trade dress, patent or other intellectual property right of any person or defames any person or violates their rights of

publicity or privacy, and (c) any non-compliance by you with this Agreement.

10. TERM AND TERMINATION AND DIRECT ENFORCEMENT:

10.1. This Agreement begins on either (a) the date you demonstrate your acceptance of the terms and conditions of this Agreement or (b) when you first use the Maps SDKs, and shall continue until terminated (jointly the “**Term**”) by either TomTom or you subject to and in accordance with this Agreement. The provisions of this Agreement, which by their nature are intended to survive termination, will remain in effect after termination of this Agreement. Furthermore, you agree that TomTom may directly enforce these provisions against you.

10.2. Without prejudice to any other rights, TomTom may immediately terminate this Agreement if (i) you fail to comply with any of its terms and conditions, or (ii) the agreement governing the use of TomTom Online APIs between you and TomTom you has terminated, or (iii) TomTom decides to no longer provide the Maps SDK or certain parts of the Maps SDK to users in the country in which you are resident or from which you use the service, or the provision of the Maps SDKs or certain Maps SDK services to you by TomTom is, in TomTom’s sole discretion, no longer commercially viable.

10.3. You may terminate this Agreement by ceasing your use of the Maps SDK at any time.

11. GOVERNING LAW AND DISPUTE RESOLUTION:

11.1. If your employer or the entity on whose behalf you act is incorporated in the United States, then this Agreement and any dispute arising under or in connection with it, including any non-contractual claims and disputes, shall be governed by and construed in accordance with the laws of the State of New York. The applicability of the United Nations Convention on Contracts for the International Sale of Goods is explicitly excluded. You and TomTom hereby irrevocably submit to the exclusive jurisdiction of the courts of the State of New York in New York, New York in respect of any dispute arising under or in connection with this Agreement, including any non-contractual claims or disputes.

11.2. If your employer or the entity on whose behalf you act is incorporated in the European Union then this Agreement and any dispute arising under or in connection with it, including any non-contractual claims and disputes, shall be governed by and construed in accordance with the laws of the Netherlands. The applicability of the United Nations Convention on Contracts for the International Sale of Goods is explicitly excluded. You and TomTom hereby irrevocably submit to the exclusive jurisdiction of the courts of Amsterdam, the Netherlands in respect of any dispute arising under or in connection with this Agreement, including any non-contractual claims or disputes.

11.3. If your employer or the entity on whose behalf you act is incorporated outside of the United States or European Union, then this Agreement and any dispute arising under or in connection with it, including any non-contractual claims and disputes, shall be governed by and construed in accordance with the laws of the Netherlands. All disputes arising in connection with the Agreement, including any non-contractual claims or disputes, shall be settled in accordance with the Arbitration Rules of the Netherlands Arbitration Institute. The arbitral tribunal shall be composed of three (3) arbitrators. The place of arbitration shall be Amsterdam and the language of the arbitration shall be English. Consolidation of the arbitral proceedings with other arbitral proceedings, as provided for in Article 1046 of the Dutch Code of Civil

Procedure and Article 39 of the Arbitration Rules of the Netherlands Arbitration Institute, is excluded.

11.4. Notwithstanding this, TomTom shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

12. OTHER LEGAL TERMS:

12.1. No failure or delay by TomTom to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

12.2. Should for any reason, or to any extent, any provision of this Agreement be held invalid or unenforceable, such invalidity or enforceability shall not affect or render invalid or unenforceable the remaining provisions of this Agreement and the application of that provision shall be enforced to the extent permitted by law.

12.3. The rights granted to you in this Agreement may not be assigned or transferred by you without TomTom's prior written approval.

12.4. The TomTom Online APIs and Maps SDKs are provided as "Commercial Computer Software" or "restricted computer software". Use, duplication, or disclosure by the U.S. Government or U.S. Government subcontractor is subject to the restrictions set forth in 48.C.F.R. Section 12.212 or 48 C.F.R.227.2702, as applicable or successor provisions. In respect of the TomTom Online Maps API, the Online Search API, the Android and iOS SDKs the manufacturer is Uber Technologies, Inc., San Francisco, CA, 94103.
