

END USER – DATA LICENSE AGREEMENT
(Worldwide Postal Data / GeoCode (lat/long) Data - TomTom)
IMPORTANT NOTICE: PLEASE READ CAREFULLY
BEFORE DOWNLOADING/INSTALLING OR USING THE DATA

This End User Data License Agreement ("**Data License Agreement**") is a legal agreement between you (the "**End User**" or "**you**") and Trillium Software, Inc. including its affiliates and subsidiaries ("**Solution Provider**" or "**we**"/"**us**"). The terms of this Data License Agreement are intended to govern the use of all third party sourced postal directories, census code and/or geo code data including without limitation any attributes or codes (the "**Data**") which may be supplied by Solution Provider to you for use solely with the Solution Provider's **Trillium Software System**® suite of products (the "**Solution**") licensed to you pursuant to the terms and conditions set forth in the Solution Provider's License Agreement.

IF YOU DO NOT AGREE TO ALL THE TERMS OF THIS DATA LICENSE AGREEMENT, WE ARE UNWILLING TO PROVIDE THE DATA TO YOU AND YOU MUST NOT DOWNLOAD AND/OR INSTALL THE DATA AND YOU WILL HAVE NO RIGHT TO ACCESS OR USE THE DATA. IF FOR ANY REASON YOU HAVE ALREADY DOWNLOADED OR INSTALLED THE DATA AND NO LONGER AGREE TO ALL THE TERMS OF THIS DATA LICENSE AGREEMENT YOU MUST CEASE YOUR ACCESS AND USE OF THE DATA IMMEDIATELY. BY USING THE DATA, YOU ARE AGREEING TO ALL OF THE TERMS OF THIS DATA LICENSE AGREEMENT.

1. DEFINITIONS

"Data" shall mean the TomTom sourced worldwide postal directories, census code and/or geo code data which has been incorporated into or made apart of Solution Provider's Solution and is being sublicensed to End User subject to the terms and conditions of this Data License Agreement and the Solution Provider License Agreement.

"Data Supply Medium" means the format on or method by which the Data is supplied or made available to the End-User for use solely within and/or in conjunction with the licensed Solution.

"Data Supply Order Form" means the applicable Schedule or Work Order to the Solutions Provider License Agreement which outlines the agreed usage period and pricing terms applicable to the Data to be supplied by Solution Provider to End User.

"Intellectual Property Rights" means all intellectual and industrial property rights of Solution Provider or its licensors including, without limitation, patents, utility models, trade marks, service marks, design rights (whether registered or unregistered), copyrights, database rights, semiconductor topography rights, proprietary information rights, any other similar proprietary rights and all applications, extensions and renewals in relation to such rights as may exist anywhere in the world or be recognized in the future.

"Solution" means Solution Provider's Trillium Software System® suite of product(s) licensed to End User pursuant to the terms and conditions of the Solution Provider License Agreement.

"Solution Provider" means Trillium Software, Inc. including its affiliates and subsidiaries who are licensed by the source provider of the Data (or sub-licensed by another person that is licensed to do so) to obtain copies and updates of the Data to enhance its own Solutions for supply to the End-User.

"Solutions Provider License Agreement" means the agreement between Solution Provider and End User applicable to End-Users' licensed use of the Solution.

"Term" means the initial twelve (12) month license period following the initial delivery of the Data and any subsequent twelve-month renewal terms agreed between the Solutions Provider and the End-User for the licensing of the Data per the terms of the applicable Data Supply Order Form.

2. LICENSE. The End-User may only use the Data within and/or in conjunction with the Solution as licensed to the End-User by the Solutions Provider on a non-exclusive, non-transferable, revocable basis, for the applicable annual subscription Term (unless terminated earlier), in accordance with the terms of this Data License Agreement or the Solution Provider License Agreement and applicable Data Supply Order Form.

3. LIMITS ON USE OF THE DATA End-User shall use the Data only for its own internal use. Except as is expressly permitted by the terms of this Data License Agreement or the Solution Provider License Agreement, the End-User shall **not**:

3.1.1 use any of the Data to create its own products or services or to provide or offer to any third party;

3.1.2 copy or reproduce, extract, publish or reutilize the whole or any part of the Data other than expressly permitted herein;

3.1.3 transfer, sell, license, disseminate or in any way part with possession of the whole or any part of the Data to any third party.

3.1.4 use the Data to provide services for any third party nor use the Data in a service bureau or time-sharing capacity without the express prior written consent of Solution Provider.

3.2 The End-User may make copies of the Data Supply Medium to the extent reasonably necessary for the following purposes only: back-up, security, disaster recovery purposes and testing.

3.3 The 6-digit alpha/numeric Canadian Postal Codes as may be provided in connection with this Data License Agreement and applicable Data Supply Order Form, if any, cannot be used for bulk mailing of items through the Canadian postal system. Canadian Postal Codes cannot be displayed or used for postal code look-up on the Internet, nor can they be extracted or exported from any application to be utilized in the creation of any other data set or application.

4. PROPERTY RIGHTS IN THE DATA/COPYRIGHT NOTICES. The Data and all Intellectual Property Rights subsisting in and/or relating to the Data from time to time are and shall remain the property of the Solution Provider's licensor TomTom. The End-User shall acquire no rights in the Data or any Intellectual Property Rights in and to such Data except those limited rights expressly provided in this Data License Agreement. This Data License Agreement shall not operate as an assignment by Solutions Provider or its licensors of any Intellectual Property Right that may subsist in or relate to the Data.

4.1.1 End-User shall not remove or tamper with any Intellectual Property Rights notice attached or used in relation to the Data.

4.1.2 This Data License Agreement does not grant to the End-User any right to use any of the trade marks, service marks, business names or logos of Solution Provider or its licensors including but not limited to TomTom.

4.1.3 The provisions of this Section 4 shall continue to operate after the termination of this Data License Agreement.

4.2 If the Solution utilizing the Data generates either hard copy or electronic maps, the following notice must appear on each map image:

© 2006-201_ TomTom. All rights reserved. This material is proprietary and the subject of copyright protection, database right protection and other intellectual property rights owned by TomTom or its suppliers.

5. WARRANTY DISCLAIMERS/LIABILITY: ALL DATA IS PROVIDED TO YOU ON AN “AS IS” AND “WITH ALL FAULTS BASIS” AND SOLUTION PROVIDER AND SOLUTION PROVIDER’S LICENSORS (AND THEIR LICENSORS AND SUPPLIERS) EXPRESSLY DISCLAIM ALL 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. NO ORAL OR WRITTEN ADVICE OR INFORMATION PROVIDED BY SOLUTION PROVIDER OR ANY OF ITS LICENSORS, AGENTS, EMPLOYEES OR THIRD PARTY PROVIDERS SHALL CREATE A WARRANTY, AND END USER IS NOT ENTITLED TO RELY ON ANY SUCH ADVICE OR INFORMATION. THIS DISCLAIMER OF WARRANTIES IS AN ESSENTIAL CONDITION OF THE AGREEMENT.

SOLUTION PROVIDER AND SOLUTION PROVIDER’S LICENSORS (INCLUDING THEIR LICENSORS AND SUPPLIERS) SHALL NOT BE LIABLE TO YOU: IN RESPECT OF ANY CLAIM, DEMAND OR ACTION, IRRESPECTIVE OF THE NATURE OF THE CAUSE OF THE CLAIM, DEMAND OR ACTION ALLEGING ANY LOSS, INJURY OR DAMAGES, DIRECT OR INDIRECT, WHICH MAY RESULT FROM THE USE OR POSSESSION OF THE DATA; OR FOR ANY LOSS OF PROFIT, REVENUE, CONTRACTS OR SAVINGS, OR ANY OTHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF YOUR USE OF OR INABILITY TO USE THE DATA, ANY DEFECT IN THE INFORMATION, OR THE BREACH OF THESE TERMS OR CONDITIONS, WHETHER IN AN ACTION IN CONTRACT OR TORT OR BASED ON A WARRANTY, EVEN IF SOLUTION PROVIDER OR SOLUTION PROVIDER’S LICENSORS (AND THEIR LICENSORS AND SUPPLIERS) HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Some States, Territories and Countries do not allow certain liability exclusions or damages limitations, so to that extent the above may not apply to you.

6. EXPORT COMPLIANCE. End User hereby represents and warrants that it will comply with the requirements of all applicable domestic and international export laws and regulations, including but not limited to the U.S. Export Administration Regulations with respect to the use, handling and physical transfer of the Data, which shall at all times also be pursuant to the terms of this Data License Agreement and the Solution Provider License Agreement. This provision shall survive any termination or expiration of this Agreement.

7. GOVERNMENT RESTRICTED RIGHTS. If End User is an agency, department, or other entity of the United States Government, or funded in whole or in part by the United States Government, then use, duplication, reproduction, release, modification, disclosure or transfer of the Data (a commercial product) and accompanying documentation, is restricted in accordance with the LIMITED or RESTRICTED rights as described in any applicable DFARS or FAR. In case of conflict between any of the FAR and/or DFARS that may apply to the Data, the construction that provides greater limitations on the Government’s rights shall control. The Data is a commercial item as defined in FAR 2.101 and is subject to the licensed usage and terms set forth in this Agreement. For purpose of any public disclosure provision under any federal, state or local law, it is agreed that the Data is a trade secret and a proprietary commercial product and not subject to disclosure

If End User is an agency, department, or other entity of any State government, the United States Government or any other public entity or funded in whole or in part by the United States Government, then End User hereby agrees to protect the Data from public disclosure and to consider the Data exempt from any statute, law, regulation, or code, including any Sunshine Act, Public Records Act, Freedom of Information Act, or equivalent, which permits public access and/or reproduction or use of the Data. In the event that such exemption is challenged under any such laws, this Data License Agreement shall be considered breached and any and all right to retain any copies or to use of the Data shall be terminated and considered immediately null and void. Any copies of the Data held by End User shall immediately be destroyed. If any court of competent jurisdiction considers this clause void and unenforceable, in whole or in part, for any reason, this Agreement shall be considered terminated and null and void, in its entirety, and any and all copies of the Data shall immediately be destroyed by End User. For purpose of any public

disclosure provision under any federal, state or local law, it is agreed that the Data are a trade secret and a proprietary commercial product and not subject to disclosure.

8. AUDIT/COMPLIANCE.

8.1 End-User shall keep a complete and accurate audit trail of all financial and non-financial transactions (including but not limited to records required to be provided as set forth in 8.3 below) relating to this Data License Agreement and shall retain the same for a period of five (5) years. End-User shall grant the Solutions Provider and/or its applicable licensors and/or their agents reasonable accompanied access upon reasonable prior notice, during working hours, to its premises, accounts and records relevant to this Data License Agreement for the purposes of verifying and monitoring the End-User's compliance with its obligations under this Data License Agreement (the "Audit") and shall provide all reasonable cooperation and assistance in relation to the Audit. Solution Provider and/or its licensors shall not carry out an Audit more than once in any twelve (12) month period except where it reasonably suspects that the End-User has failed to comply with any of its obligations under this Data License Agreement.

8.2. End-User shall comply with all laws and regulations applicable to its use of the Data.

8.3 Upon request, End-User shall provide Solutions Provider with an accurate count of records and/or transactions processed, number of users, and/or types of usage of the Data provided pursuant to this Data License Agreement and the Solution Providers License Agreement.

9. INDEMNIFICATION. End-User will indemnify, defend and hold harmless Solution Provider and the applicable Solution Provider Licensor and their respective affiliates, licensors and suppliers from and against all costs, expenses, damages, losses or liabilities, including reasonable legal fees for claims arising out of or relating to End-User's breach of any of the terms of this Data License Agreement.

10. TERMINATION.

10.1 The parties may terminate this Data License Agreement at any time where they mutually agree to do so. The parties agree that they will evidence such termination in writing and ensure that same is signed by an authorized signatory of each party.

10.2 This Data License Agreement may be terminated by Solution Provider by written notice to the End User upon the occurrence of any of the following:

10.3 End-User is in breach of any of the terms contained in this Data License Agreement, and where the breach is remediable further fails to remedy the position within twenty (20) working days of the date of written notification from Solutions Provider of such breach;

10.4 End-User is unable to pay its debts as they fall due or otherwise becomes insolvent, or if a receiver or an administrative receiver is appointed over any or all of the assets of End-User, or if any arrangement, compromise or composition of End-User's debts is proposed or made by End-User, or if End-User enters or is entered into any proceedings for administration or liquidation or otherwise becomes subject to dissolution proceedings, or if any analogous event occurs in any other jurisdiction in which End-User carries out its business;

10.5 expiration or earlier termination of the Solution Provider License Agreement or Term applicable to the Data licensed to End User under the Data Supply Order Form, or

10.6 expiration or termination of the agreement between Solution Provider and its licensor for the subject Data.

10.7 Upon expiration or termination of this Data License Agreement, End User shall (i) return to Solutions Provider all copies of the licensed Data and all supporting documentation supplied to it; or permanently delete or destroy all copies of the licensed Data and all supporting documentation supplied to it, which, in each case, it is reasonably able to destroy or delete, and confirm in writing to the Solutions Provider that this has been done.

10.8 Termination of this Data License Agreement shall not prejudice or affect the right of Solution Provider to recover from End User the amount of any fees outstanding at the date of termination nor any other right whatsoever of either party which may have accrued at that date or which may accrue thereafter.

11. GOVERNING LAW. This Data License Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales [*If in the U.S., the laws of the State of New York, USA*] without giving effect to (i) its conflict of laws provisions, or (ii) the United Nations Convention for Contracts for the International Sale of Goods, which is explicitly excluded. You agree to submit to the jurisdiction of the courts located in England [*If in the U.S., the laws of the State of New York, USA*] for any and all disputes, claims and actions arising from or in connection with the Data provided to you hereunder.

12. MISCELLANEOUS. Except as expressly provided herein, this Data License Agreement constitutes the entire agreement between the parties with respect to the Data and supersedes all prior oral or written proposals, representation, warranties, and agreements. This Data License Agreement may not be altered except by a written amendment signed by authorized representatives of Solution Provider and End-User. Should any provision of this Data License Agreement be held by a tribunal of competent jurisdiction to be contrary to law, the remaining provisions shall remain in full force and effect. End-User shall not assign any of its rights or obligations under this Data License Agreement or otherwise transfer this Data License Agreement or any part of it (including any License) without the prior written consent of Solutions Provider.

13. ADDITIONAL TERMS SPECIFIC TO DATA FOR EUROPE AND WORLD MARKET COUNTRIES

13.1.1 Additional Provisions with respect to the data of Norway. End User is prohibited from using the Data of Norway to create general purpose printed or digital maps, which are similar to the basic national products of the Norwegian Mapping Authority. (Any Solution using Data of Norway shall be regarded as similar to the basic national products of the Norwegian Mapping Authority if such Solution has a regional or national coverage, and at the same time has a content, scale and format that are similar to the basic national products of the Norwegian Mapping Authority.)

13.1.2 Additional Provisions with respect to data for China: End User agrees that any Data of China may be subject to additional terms and conditions which shall be provided to End User when available to Solution Provider. China data may not be exported from China.

13.1.3 Additional Provisions with respect to data for India: End User agrees that any Data of India may be subject to additional terms and conditions which shall be provided to End User when available to Solution Provider. India data may not be exported from India.

13.1.4 Additional Provisions with respect to data for Korea: End User agrees that any Data of Korea may be subject to additional terms and conditions which shall be provided to End User when available to Solution Provider. Korea data may not be exported from Korea. Data cannot be shipped in an open format (such as ESRI shapefile).

13.2 Copyright Notices. End User shall conspicuously display each applicable then current copyright notice on any back-up copies and in any displayed or printed map image, for each Solution that the Data is based upon:

13.2.1 MultiNet® Europe Data. As of the Effective Date, the copyright notice is: “Data Source © <current year> TomTom”; and, in addition, “based on”:

(a) MultiNet® data of Austria. As of the Effective Date, the copyright notice is: “© BEV, GZ 1368/2003.”

(b) MultiNet® data of Denmark. As of the Effective Date, the copyright notice is: “© DAV, violation of these copyrights shall cause legal proceedings.”

(c) MultiNet® data of France. As of the Effective Date, the copyright notice is: [for an Value Added Product for Navigation Units: “© IGN France.”] / [for an Value Added Product for Geographic Information Systems: “Georoute © IGN France.”] / [for an Value Added Product for navigational products: “Michelin data © Michelin 20__”]

(d) MultiNet® data of Indonesia. As of the Effective Date, the copyright notice is: “© Base data Bakosurtanal”.

(e) MultiNet® data of the United Kingdom (excluding Northern Ireland). As of the Effective Date, the following applies:

The Crown copyright and database right date for data is the date of supply and for paper products is the date of publication. The acknowledgement covers the use of paper mapping and data and the whole range of use from redrawn mapping to GIS solutions. The Crown copyright acknowledgement must be no less than 8 point or larger. Where text size is determined in terms of pixels rather than point size, the text acknowledgement must be a minimum height of 7 pixels on a monochrome display and 12 pixels on a colour display.

There are two (2) levels of acknowledgement.

In total the Crown copyright is to be displayed by End User two times: in one of the positions as defined under “Primary Level” plus in one of the positions of the “Secondary Level”. End User may choose the most appropriate positions:

Primary Level

This is defined as:

- the imprint page of a book;
- the imprint section (margin) of a map
- the on-screen start-up click licence (including for data export);
- the opening (flash) screen on data products (including for data export)
- the acknowledgement section of the user licence on data products; and
- the imprint page of the user manual or accompanying documentation for data products.

The acknowledgement that must be clearly shown is:

This product includes mapping data licensed from Ordnance Survey with the permission of the Controller of Her Majesty’s Stationery Office. © Crown copyright and/or database right 20nn. All rights reserved. Licence number 100026920

Where there is insufficient room to show the full note it is permissible to show the following:

This product includes mapping data licensed from Ordnance Survey with the permission of HMSO © Crown copyright and/or database right 20nn. All rights reserved. Licence number 100026920

Secondary Level

This is defined as:

- the delivery media, such as floppy disc or CD-ROM;
- the packaging of the delivery media, such as the CD-ROM jewel case insert;
- the overall packaging, such as a box containing delivery media, user manual and so on;
- on each individual Map Display, which includes map images on PDA's and other small portable computing devices;
- on each individual plot; and
- in promotional media on paper or Internet.

For map areas greater than 10 500 mm² the full secondary acknowledgement that must be clearly shown, preferably within the map area or directly adjacent to the map is:

This product includes mapping data licensed from Ordnance Survey © Crown copyright and/or database right 20nn. Licence number 100026920

On map images appearing up to a maximum size of 10 500 mm² or for map images on display screens with a maximum screen area of 10 500 mm² it is permissible to show the following intermediate acknowledgement:

© Crown copyright and/or database right. All rights reserved. Licence number 100026920

On map images appearing up to a maximum size of 3 600 mm² or on display screens with a maximum screen area of 3 600 mm² it is permissible to show the following:

© Crown copyright. Licence number 100026920

Where map images appear on display screens with a maximum screen area of 1 400 mm², for example mobile phones and other small portable devices, and there is an accompanying User guide/Handbook or similar documentation, then the full secondary acknowledgement must be clearly shown within the documentation. Where there is no accompanying documentation, then the following acknowledgement must be shown within a "Copyright Acknowledgements"/"Help" or similar page for the service:

© Crown copyright. Licence number 100026920

"This product includes mapping data licensed from Ordnance Survey with the permission of the Controller of Her Majesty's Stationery Office. © Crown copyright and/or database right 2004. All rights reserved. Licence number 100026920" (in „About section of the website and product booklet and packaging)

"This product includes mapping data licensed from Ordnance Survey with the permission of HMSO © Crown copyright and/or database right 2004. All rights reserved. Licence number 100026920" (on CD/DVD)

UK TMC codes: The RDS-TMC traffic information with TMC location table version number (6G) 3.4, 4.5 and 4.6 from Trafficmaster contained in this product is derived of the Trafficmaster TMC location table and is subject to the terms of limitation or exclusion of liability of the license agreement between TomTom and Trafficmaster. © Trafficmaster. All Rights Reserved"

(f) *MultiNet® Data of Northern Ireland*. As of the Effective Date, the copyright notice is: "Ordnance Survey of Northern Ireland."

TRILLIUM SOFTWARE

(g) MultiNet® Data of Norway. As of the Effective Date, the copyright notice is: “© Norwegian Mapping Authority, Public Roads Administration / © Mapsolutions.”

(h) MultiNet® Data of Russia. As of the Effective Date, the copyright notice is: “© Roskartographia”

(i) MultiNet® Data of Switzerland. As of the Effective Date, the copyright notice is: “© Swisstopo.”

(j) MultiNet® Data of The Netherlands. As of the Effective Date, the copyright notice is: “Topografische ondergrond Copyright © dienst voor het kadaster en de openbare registers, Apeldoorn 2006.”

13.2.2 MultiNet® North America: As of the Effective Date, the copyright notice is: “© 2006 – 201__ TomTom. All rights reserved. This material is proprietary and the subject of copyright protection and other intellectual property rights owned or licensed to TomTom. TomTom is an authorized user of selected Statistics Canada computer files and distributor of derived information products under Agreement number 6776. The product is sourced in part from Statistics Canada computer files, including 2010 Road Network File (RNF), 92-500-G and 2006 Census Population and Dwelling Count Highlight Tables, 97-550-XWE2006002. The product includes information copied with permission from Canadian authorities, including © Canada Post Corporation, GeoBase®, and Department of Natural Resources Canada, All rights reserved. You will be held liable for any unauthorized copying or disclosure of this material.”

13.2.3 MultiNet® Post: As of the Effective Date, the copyright notice is: “© 2006 – 201__ TomTom. All rights reserved. This material is proprietary and the subject of copyright protection and other intellectual property rights owned or licensed to TomTom. The product includes information copied with permission from Canadian authorities, including © Canada Post Corporation, All rights reserved. You will be held liable for any unauthorized copying or disclosure of this material.”