

TERMS & CONDITIONS RELATING TO USE OF BUSINESS LOCATION CONTENT

"Audpro Media Ltd" t/as "Just Navigate", a UK corporation with principal offices at 2 Watchgate, Newby Road Industrial Estate, Stockport, Cheshire, SK7 5DB, herein after referred to as "JN" and the merchant identified on the attached Order Form ("Merchant").

1. Business Location Content. JN shall include or associate certain information provided by Merchant relating to Merchant's business locations ("Business Location Content") with JN's database for the applicable geographic area ("Just Navigate Database") for the number of locations indicated in the attached Order Form. JN may also include such Business Location Content in separate files, tools and other related products to be used in connection with JN's marketing and distribution of the Just Navigate Database and for related business purposes. JN will distribute the Business Location Content to TomTom as indicated in the attached Order Form. Merchant shall provide the information for such locations to JN (or a third party designated by JN) in a format consistent with Exhibit A hereto, as may be amended from time to time, by the delivery date specified in the attached Order Form. JN shall inform Merchant within 30 days after receipt of the Business Location Content about the Commercial Release Version of the JN Database in which the Business Location Content shall be included; the release schedules may vary per third party Merchant may periodically provide JN information relating to additional locations and changes to such information at the frequency and for the period specified in the Order Form ("Program Term"). Such changes shall be provided in the form of a change file (i.e., indicating modifications, additions and/or deletions to Business Location Content). In exchange for payment by Merchant of the Annual Program Fee set forth in the Order Form, JN shall use commercially reasonable efforts to include or associate any such changes and additional locations with the Just Navigate Database and third party databases as soon as reasonably practicable after receipt thereof. Merchant shall use commercially reasonable efforts to ensure that the information provided is accurate. Merchant acknowledges and agrees that JN shall use Merchant's publicly available web site in order to assist JN in the verification and placement of Merchant's business locations. If JN and Merchant decide to include brand logos and/or icons of Merchant ("Merchant Logos") with the Just Navigate Database, JN shall have the right to include and associate the Merchant Logos with the Just Navigate Database.

2. Contract Term. This is an annual rolling contract renewing on the anniversary of the live date of the data.

3. Termination. Either party may terminate this Agreement in the event that the other party is in material breach of this Agreement and has not cured such breach within thirty days of written notice thereof. Termination by the Merchant is allowed within 90 days of the anniversary of the contract.

4. Program Fees. JN shall acknowledge its acceptance of this Agreement by having a duly authorized representative initial the applicable Order Form and issuing an invoice to Merchant for the Initial Program Fees and Annual Program Fees specified on such Order Form (if any). On the anniversary date of JN's acceptance of this Agreement, and for the duration of the Program Term specified on the attached Order Form, Merchant shall pay

Annual Program Fees in exchange for which JN shall continue to include or associate changes to the Business Location Content provided by Merchant. All such Program Fees are non-refundable.

5. Payment Terms. JN shall invoice Merchant for the Initial Program Fees and Annual Program Fees specified on the Order Form within thirty (30) days of the Effective Date. Annual Program Fees, shall be invoiced within (30) days of each anniversary of the Effective Date. Merchant shall pay invoices within thirty (30) days of receipt thereof. The first year is to be paid prior to upload of any data and the subsequent years by monthly Direct Debit or annual invoice. Merchant shall pay a late payment fee at the annualized rate of 15% (or the maximum rate permitted by law for any period in which the permitted rate is less than 15%) for amounts more than thirty (30) days past due. Except as otherwise specified in the applicable invoice, payment shall be made in Sterling to Just Navigate Ltd.

6. Continued Use. Subject to the terms and conditions of this Agreement, Merchant grants to JN and its affiliates, who accept, a worldwide, non-exclusive, irrevocable, royalty free, perpetual license to use the Data for the following purposes: i) to incorporate the Data in JN & Affiliate Products; ii) to combine and/or enrich the Data with other data obtained by JN or its Affiliates; iii) to develop, produce, provide, transmit and maintain JN and Affiliate Products that include Data; iv) to enable JN and Affiliates to sell, distribute, disseminate, promote and advertise Products that include Data, vi) to enable end users to receive, directly or indirectly, and use JN and Affiliate Products that include Data. As such, JN is allowed to reproduce, extract, distribute, translate, market, grant access to, make available, reuse, sell copies of, and sublicense the Data as part of the JN products. For the avoidance of doubt, JN is entitled to entrust third parties with the performance of the activities described in this clause and sublicense its rights under the Agreement for such performance.

7. Confidential Information. Each party agrees that all business, technical, financial and other information that it obtains from the other is the confidential property of the disclosing party ("Confidential Information" of the disclosing party). Except as allowed herein with respect to Business Location Content, the receiving party will hold in confidence and not use or disclose any Confidential Information of the disclosing party and shall similarly bind its employees in writing. Upon termination of this Agreement or upon request of the disclosing party, the receiving party will return to the disclosing party or destroy (and certify such destruction) all Confidential Information of such disclosing party, all documents and media containing such Confidential Information and any and all copies or extracts thereof. The receiving party shall not be obligated under this Section with respect to information the receiving party can document: (a) is or has become readily publicly available without restriction through no fault of the receiving party or its employees or agents; or (b) is received without restriction from a third party lawfully in possession of such information and lawfully empowered to disclose such information; or (c) was rightfully in the possession of the receiving party without restriction prior to its disclosure by the other party; or (d) was independently developed by employees or consultants of the receiving party without access to such Confidential Information; or (e) is required to be disclosed by law or order of court of competent jurisdiction. Notwithstanding the foregoing, Merchant agrees that JN shall have the right to include Merchant's

name and logo and confirm the inclusion of Merchant's Business Location Content in any promotional materials relating to the promotion of the Just Navigate Database in general, and, more specific, to the inclusion of Business Location Content in the Just Navigate Database.

8. Limitation of Liability. In the event that JN fails to include or associate Merchant's Business Location Content with the Just Navigate Database as provided herein or there is an error or omission in the inclusion of the Business Location Content by JN, JN's and its agents', representatives' and brokers' liability shall be limited, in JN's sole discretion, to inclusion or correction of such Business Location Content in the Just Navigate Database within six months of written notice from Merchant.. **IN NO EVENT SHALL JN OR ITS AGENTS, REPRESENTATIVES AND BROKERS BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST REVENUE OR PROFITS IN CONNECTION WITH THIS AGREEMENT EVEN IF JN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

9. No Assignment. Merchant may not resell, assign or transfer any of its rights hereunder to any other person or entity, without JN's consent. If Merchant acquires stock or assets of another entity or divests itself of stock or assets, and such acquisition or divestiture results in a change of more than thirty percent of the number of locations contained in the Business Location Content, Merchant shall notify JN of such acquisition and shall make a one-time payment of Initial Program Fees (at the rate set forth in the Order Form) for the number of locations modified, added or deleted as a result of such acquisition or divestiture and the Annual Processing Fees in subsequent years shall be based on such number of locations.

10. Representations; Indemnification; JN Approval. Merchant represents that it has the right to publish the Business Location Content without infringing the rights of any third party and without violating any law. Merchant agrees to indemnify, defend and hold harmless JN and its employees, agents, representatives, brokers and affiliates against any and all expenses and losses of any kind (including reasonable attorney's fees and costs) incurred by JN in connection with any assertion that inclusion of the Business Location Content infringes the rights of any third party and/or violates any law or which is attributable to any inaccuracy and/or incompleteness of the Business Location Content. All Business Location Content is subject to JN approval.

11. Miscellaneous. This Agreement (i) shall be governed by and construed in accordance with the laws of England & Wales, without giving effect to principles of conflicts of law; (ii) may be amended only by a written agreement between the parties; and (iii) constitutes the complete agreement between the parties and supersedes any and all other agreements, whether written or oral, between the parties.