

END USER LICENSE AGREEMENT

VEHICLE SOFTWARE END USER LICENSE AGREEMENT (EULA)

- You ("You" or "Your" as applicable) have acquired a vehicle having several devices, including SYNC® and various control modules, ("DEVICES") that include software licensed or owned by Ford Motor Company and its affiliates ("FORD MOTOR COMPANY"). Those software products of FORD MOTOR COMPANY origin, as well as associated media, printed materials, and "online" or electronic documentation ("SOFTWARE") are protected by international intellectual property laws and treaties. The SOFTWARE is licensed, not sold. All rights reserved.
- The SOFTWARE may interface with and/or communicate with, or may be later upgraded to interface with and/or communicate with additional software and/or systems provided by FORD MOTOR COMPANY.

IF YOU DO NOT AGREE TO THIS END USER LICENSE AGREEMENT ("EULA") DO NOT USE THE DEVICES OR COPY THE SOFTWARE. ANY USE OF THE SOFTWARE, INCLUDING BUT NOT LIMITED TO USE ON THE DEVICES, WILL CONSTITUTE YOUR AGREEMENT TO THIS EULA (OR RATIFICATION OF ANY PREVIOUS CONSENT).

GRANT OF SOFTWARE LICENSE: This EULA grants you the following license:

- You may use the SOFTWARE as installed on the DEVICES and as otherwise interfacing with systems and/or services provided by or through FORD MOTOR COMPANY or its third party software and service providers.

Description of Other Rights and Limitations

- **Speech Recognition:** If the SOFTWARE includes speech recognition component(s), you should understand that speech recognition is an inherently statistical process and that recognition errors are inherent in the process. Neither FORD MOTOR COMPANY nor its suppliers shall be liable for any damages arising out of errors in the speech recognition process. It is your responsibility to monitor any speech recognition functions included in the system.
- **Limitations on Reverse Engineering, Decompilation and Disassembly:** You may not reverse engineer, decompile, translate, disassemble or attempt to discover any source code or underlying ideas or algorithms of the SOFTWARE nor permit others to reverse engineer, decompile or disassemble the SOFTWARE, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation or to the extent as may be permitted by the licensing terms governing use of any open source components included with the SOFTWARE.
- **Limitations on Distributing, Copying, Modifying and Creating Derivative Works:** You may not distribute, copy, make modifications to or create derivative works based on the SOFTWARE, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation or to the extent as may be permitted by the licensing terms governing use of any open source components included with the SOFTWARE.

- **Single EULA:** The end user documentation for the DEVICES and related systems and services may contain multiple EULAs, such as multiple translations and/or multiple media versions (e.g., in the user documentation and in the software). Even if you receive multiple EULAs, you are licensed to use only one (1) copy of the SOFTWARE.
- **SOFTWARE Transfer:** You may permanently transfer your rights under this EULA only as part of a sale or transfer of the DEVICES, provided you retain no copies, you transfer all of the SOFTWARE (including all component parts, the media and printed materials, any upgrades, and, if applicable, the Certificate(s) of Authenticity), and the recipient agrees to the terms of this EULA. If the SOFTWARE is an upgrade, any transfer must include all prior versions of the SOFTWARE.
- **Termination:** Without prejudice to any other rights, FORD MOTOR COMPANY may terminate this EULA if you fail to comply with the terms and conditions of this EULA.
- **Internet-Based Services Components:** The SOFTWARE may contain components that enable and facilitate the use of certain Internet-based services. You acknowledge and agree that FORD MOTOR COMPANY, third party software and service suppliers, its affiliates and/or its designated agent may automatically check the version of the SOFTWARE and/or its components that you are utilizing and may provide upgrades or supplements to the SOFTWARE that may be automatically downloaded to your DEVICES.
- **Additional Software/Services:** The SOFTWARE may permit FORD MOTOR COMPANY, third party software and service suppliers, its affiliates and/or its designated agent to provide or make available to you SOFTWARE updates, supplements, add-on components, or Internet-based services components of the SOFTWARE after the date you

obtain your initial copy of the SOFTWARE ("Supplemental Components"). SOFTWARE updates may cause you to incur additional charges from your wireless service provider. If FORD MOTOR COMPANY or third party software and services suppliers provide or make available to you Supplemental Components and no other EULA terms are provided along with the Supplemental Components, then the terms of this EULA shall apply. FORD MOTOR COMPANY, its affiliates and/or its designated agent reserve the right to discontinue without liability any Internet-based services provided to you or made available to you through the use of the SOFTWARE.

- **Links to Third Party Sites:** The SOFTWARE may provide you with the ability to link to third party sites. The third party sites are not under the control of FORD MOTOR COMPANY, its affiliates and/or its designated agent. Neither FORD MOTOR COMPANY nor its affiliates nor its designated agent are responsible for (i) the contents of any third party sites, any links contained in third party sites, or any changes or updates to third party sites, or (ii) webcasting or any other form of transmission received from any third party sites. If the SOFTWARE provides links to third party sites, those links are provided to you only as a convenience, and the inclusion of any link does not imply an endorsement of the third party site by FORD MOTOR COMPANY, its affiliates and/or its designated agent.

- **Obligation to Drive Responsibly:** You recognize your obligation to drive responsibly and keep attention on the road. You will read and abide with the DEVICES operating instructions particularly as they pertain to safety and you agree to assume any risk associated with the use of the DEVICES.

UPGRADES AND RECOVERY MEDIA:

If the SOFTWARE is provided by FORD MOTOR COMPANY separate from the DEVICES on media such as a ROM chip, CD ROM disk(s) or via web download or other means, and is labeled "For Upgrade Purposes Only" or "For Recovery Purposes Only" you may install one (1) copy of such SOFTWARE onto the DEVICES as a replacement copy for the existing SOFTWARE, and use it in accordance with this EULA, including any additional EULA terms accompanying the upgrade SOFTWARE.

INTELLECTUAL PROPERTY RIGHTS:

All title and intellectual property rights in and to the SOFTWARE (including but not limited to any images, photographs, animations, video, audio, music, text and "applets" incorporated into the SOFTWARE), the accompanying printed materials, and any copies of the SOFTWARE, are owned by FORD MOTOR COMPANY, or its affiliates or suppliers. The SOFTWARE is licensed, not sold. You may not copy the printed materials accompanying the SOFTWARE. All title and intellectual property rights in and to the content which may be accessed through use of the SOFTWARE is the property of the respective content owner and may be protected by applicable copyright or other intellectual property laws and treaties. This EULA grants you no rights to use such content outside its intended use. All rights not specifically granted under this EULA are reserved by FORD MOTOR COMPANY, its affiliates, and third party software and service providers and suppliers. Use of any on-line services which may be accessed through the SOFTWARE may be governed by the respective terms of use relating to such services. If this SOFTWARE contains documentation that is provided only in electronic form, you may print one copy of such electronic documentation.

EXPORT RESTRICTIONS: You acknowledge that the SOFTWARE is subject to U.S. and European Union export jurisdiction. You agree to comply with all applicable international and national laws that apply to the SOFTWARE, including the U.S. Export Administration Regulations, as well as end-user, end-use and destination restrictions issued by U.S. and other governments.

TRADEMARKS: This EULA does not grant you any rights in connection with any trademarks or service marks of FORD MOTOR COMPANY, its affiliates, and third party software and service providers.

PRODUCT SUPPORT: Please refer to FORD MOTOR COMPANY instructions provided in the documentation for the DEVICES product support, such as the vehicle owner guide.

Should you have any questions concerning this EULA, or if you desire to contact FORD MOTOR COMPANY for any other reason, please refer to the address provided in the documentation for the DEVICES.

No Liability for Certain Damages:

EXCEPT AS PROHIBITED BY LAW, FORD MOTOR COMPANY, ANY THIRD PARTY SOFTWARE OR SERVICES SUPPLIERS, AND THEIR AFFILIATES SHALL HAVE NO LIABILITY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING FROM OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE SOFTWARE. THIS LIMITATION SHALL APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. THERE ARE NO WARRANTIES OTHER THAN THOSE THAT MAY BE EXPRESSLY PROVIDED FOR YOUR NEW VEHICLE.

SYNC® Automotive Important Safety Information Read and follow instructions:

- Before using your SYNC® system, read and follow all instructions and safety information provided in this end user manual ("Owner Guide".) Not following precautions found in the Owner Guide can lead to an accident or other serious injuries.

General Operation

- **Voice Command Control:** Certain functions within the SYNC® system may be accomplished using voice commands. Using voice commands while driving helps you to operate the system without removing your hands from the wheel or eyes from the road.
- **Prolonged Views of Screen:** Do not access any function requiring a prolonged view of the screen while you are driving. Pull over in a safe and legal manner before attempting to access a function of the system requiring prolonged attention.
- **Volume Setting:** Do not raise the volume excessively. Keep the volume at a level where you can still hear outside traffic and emergency signals while driving. Driving while unable to hear these sounds could cause an accident.
- **Navigation Features:** Any navigation features included in the system are intended to provide turn by turn instructions to get you to a desired destination. Please make certain all persons using this system carefully read and follow instructions and safety information fully.
- **Distraction Hazard:** Any navigation features may require manual (non-verbal) setup. Attempting to perform such set-up or insert data while driving can distract your attention and could cause an accident or other serious injury. Stop the vehicle in a safe and legal manner before attempting these operations.
- **Let Your Judgment Prevail:** Any navigation features are provided only as an aid. Make your driving decisions based on your observations of local conditions and existing traffic regulations. Any such feature is not a substitute for your personal judgment. Any route suggestions made by this system should never replace any local traffic regulations or your personal judgment or knowledge of safe driving practices.
- **Route Safety:** Do not follow the route suggestions if doing so would result in an unsafe or illegal maneuver, if you would be placed in an unsafe situation, or if you would be directed into an area that you consider unsafe. The driver is ultimately responsible for the safe operation of the vehicle and therefore, must evaluate whether it is safe to follow the suggested directions.
- **Potential Map Inaccuracy:** Maps used by this system may be inaccurate because of changes in roads, traffic controls or driving conditions. Always use good judgment and common sense when following the suggested routes.
- **Emergency Services:** Do not rely on any navigation features included in the system to route you to emergency services. Ask local authorities or an emergency services operator for these locations. Not all emergency services such as police, fire stations, hospitals and clinics are likely to be contained in the map database for such navigation features.

Your Responsibilities and Assumptions of Risk

- You agree to each of the following: (a) Any use of the SOFTWARE while driving an automobile or other vehicle in violation of applicable law or otherwise driving in an unsafe manner presents a significant risk of distracted driving and should not be attempted under any circumstances; (b) Use of the SOFTWARE at excessive volume poses a significant risk of hearing damage and should not be attempted under any circumstances; (c) The SOFTWARE may not be compatible with new or different versions of an operating system, third party software, or third party services, and the SOFTWARE may potentially cause a critical failure of an operating system, third party software, or third party service. (d) Any third party service accessed by or third party software used with the SOFTWARE (i) may charge an additional fee for access, (ii) may not work correctly, on an uninterrupted basis, or error free, (iii) may change streaming formats or discontinue operation, (iv) may contain adult, profane or offensive content; and (v) may contain inaccurate, false or misleading traffic, weather, financial or safety information or other content; and (e) Use of the SOFTWARE may cause you to incur additional charges from your wireless service provider (WSP) and any data or minute calculators that may be included in the software program are for reference only, are not warranted in any way and should not be relied upon in anyway.
- When using the SOFTWARE, you agree to be responsible for and assume the entire risk to the items set forth in Section (a) – (e) above.

Disclaimer of Warranty

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE DEVICES AND SOFTWARE IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, COMPATIBILITY, ACCURACY AND EFFORT IS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE AND ANY THIRD PARTY SOFTWARE OR THIRD-PARTY SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND FORD MOTOR COMPANY HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE SOFTWARE, THIRD PARTY SOFTWARE, AND THIRD-PARTY SERVICES, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR AN ARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. FORD MOTOR COMPANY DOES NOT WARRANT (a) AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE SOFTWARE, THIRD PARTY SOFTWARE, OR THIRD-PARTY SERVICES, (b) THAT THE SOFTWARE, THIRD PARTY SOFTWARE, OR THIRD-PARTY SERVICES WILL MEET YOUR REQUIREMENTS, (c) THAT THE OPERATION OF THE SOFTWARE, THIRD PARTY SOFTWARE, OR THIRD-PARTY SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, (d) OR THAT DEFECTS IN THE SOFTWARE, THIRD PARTY SOFTWARE, OR THIRD-PARTY SERVICES WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY FORD MOTOR COMPANY OR ITS AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. SHOULD THE SOFTWARE, THIRD PARTY SOFTWARE, OR THIRD-PARTY SERVICES PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES

OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE DISCLAIMER MAY NOT FULLY APPLY TO YOU. THE SOLE WARRANTY PROVIDED BY FORD MOTOR COMPANY SHALL BE FOUND IN THE WARRANTY INFORMATION INCLUDING WITH YOUR OWNER GUIDE. TO THE EXTENT THAT THERE IS ANY CONFLICT BETWEEN THE TERMS OF THIS SECTION AND THE WARRANTY BOOKLET, THE WARRANTY BOOKLET SHALL CONTROL.

Applicable Law, Venue, Jurisdiction

- The laws of the State of Michigan govern this EULA and Your use of the SOFTWARE. Your use of the SOFTWARE may also be subject to other local, state, national, or international laws. Any litigation arising out of or related to this EULA shall be brought and maintained exclusively in a court of the State of Michigan located in Wayne County or in the United States District Court for the Eastern District of Michigan. You hereby consent to submit to the personal jurisdiction of a court in the State of Michigan located in Wayne County and the United States District Court for the Eastern District of Michigan for any dispute arising out of or relating to this EULA.

Binding Arbitration and Class Action Waiver

(a) Application. This Section applies to any dispute EXCEPT IT DOES NOT INCLUDE A DISPUTE RELATING TO COPYRIGHT INFRINGEMENT, OR TO THE ENFORCEMENT OR VALIDITY OF YOUR, FORD MOTOR COMPANY, OR ANY OF FORD MOTOR COMPANY'S LICENSORS' INTELLECTUAL PROPERTY RIGHTS. Dispute means any dispute, action, or other controversy between You and FORD MOTOR COMPANY, other than the exceptions listed above, concerning the SOFTWARE (including its price) or this EULA, whether in contract, warranty, tort, statute, regulation, ordinance, or any other legal or equitable basis.

(b) Notice of Dispute. In the event of a Dispute, You or FORD MOTOR COMPANY must give the other a "Notice of Dispute", which is a written statement of the name, address, and contact information of the party giving it, the facts giving rise to the dispute, and the relief requested. You and FORD MOTOR COMPANY will attempt to resolve any dispute through informal negotiation within 60 days from the date the Notice of Dispute is sent. After 60 days, You or FORD MOTOR COMPANY may commence arbitration.

(c) Small claims court. You may also litigate any dispute in small claims court in your county of residence or FORD MOTOR COMPANY'S principal place of business, if the dispute meets all requirements to be heard in the small claims court. You may litigate in small claims court whether or not You negotiated informally first.

(d) Binding arbitration. If You and FORD MOTOR COMPANY, do not resolve any dispute by informal negotiation or in small claims court, any other effort to resolve the dispute will be conducted exclusively by binding arbitration. You are giving up the right to litigate (or participate in as a party or class member) all disputes in court before a judge or jury. Instead, all disputes will be resolved before a neutral arbitrator, whose decision will be final except for a limited right of appeal under the Federal Arbitration Act. Any court with jurisdiction over the parties may enforce the arbitrator's award.

(e) Class action waiver. Any proceedings to resolve or litigate any dispute in any forum will be conducted solely on an individual basis. Neither you nor FORD MOTOR COMPANY, will seek to have any dispute heard as a class action, as a private attorney general action, or in any other proceeding in which any party acts or proposes to act in a representative capacity. No arbitration or proceeding will be combined with another without the prior written consent of all parties to all affected arbitrations or proceedings.

(f) Arbitration procedure. Any arbitration will be conducted by the American Arbitration Association (the “AAA”), under its Commercial Arbitration Rules. If You are an individual and use the SOFTWARE for personal or vehicle use, or if the value of the dispute is \$75,000 or less whether or not You are an individual or how You use the SOFTWARE, the AAA Supplementary Procedures for Consumer-Related Disputes will also apply. To commence arbitration, submit a Commercial Arbitration Rules Demand for Arbitration form to the AAA. You may request a telephonic or in-person hearing by following the AAA rules. In a dispute involving \$10,000 or less, any hearing will be telephonic unless the arbitrator finds good cause to hold an in-person hearing instead. For more information, see adr.org or call 1-800-778-7879. You agree to commence arbitration only in your county of residence or FORD MOTOR COMPANY’S principal place of business. The arbitrator may award the same damages to You individually as a court could. The arbitrator may award declaratory or injunctive relief only to You individually, and only to the extent required to satisfy Your individual claim.

Arbitration fees and incentives.

- i. Disputes involving \$75,000 or less. FORD MOTOR COMPANY will promptly reimburse your filing fees and pay the AAA’s and arbitrator’s fees and expenses. If you reject FORD MOTOR COMPANY’S last written settlement offer made before the arbitrator was appointed (“last written offer”), your dispute goes all the way to an arbitrator’s decision (called an “award”), and the arbitrator awards you more than the last written offer, FORD MOTOR COMPANY will give you three incentives: (1) pay the greater of the award or \$1,000; (2) pay twice your reasonable attorney’s fees, if any; and (3) reimburse any expenses

(including expert witness fees and costs) that your attorney reasonably accrues for investigating, preparing, and pursuing your claim in arbitration. The arbitrator will determine the amounts.

- ii. Disputes involving more than \$75,000. The AAA rules will govern payment of filing fees and the AAA’s and arbitrator’s fees and expenses.
- iii. Disputes involving any amount. In any arbitration you commence, FORD MOTOR COMPANY will seek its AAA or arbitrator’s fees and expenses, or Your filing fees it reimbursed, only if the arbitrator finds the arbitration frivolous or brought for an improper purpose. In any arbitration FORD MOTOR COMPANY commences, it will pay all filing, AAA, and arbitrator’s fees and expenses. It will not seek its attorney’s fees or expenses from you in any arbitration. Fees and expenses are not counted in determining how much a dispute involves.

(h) Claims or disputes must be filed within one year. To the extent permitted by law, any claim or dispute under this EULA to which this Section applies must be filed within one year in small claims court (Section c) or in arbitration (Section d). The one-year period begins when the claim or dispute first could be filed. If such a claim or dispute is not filed within one year, it is permanently barred.

(i) Severability. If the class action waiver (Section e) is found to be illegal or unenforceable as to all or some parts of a dispute, then that portion of Section e will not apply to those parts. Instead, those parts will be severed and proceed in a court of law, with the remaining parts proceeding in arbitration. If any other provision of that portion Section e is found to be illegal or unenforceable, that provision will be severed with the remainder of Section e remaining in full force and effect.

Telenav Software End User License Agreement

Please read these terms and conditions carefully before you use the TeleNav Software. Your use of the TeleNav Software indicates that you accept these terms and conditions. If you do not accept these terms and conditions, do not break the seal of the package, launch, or otherwise use the TeleNav Software. TeleNav may revise this Agreement and the privacy policy at any time, with or <http://www.telenav.com> from time to time to review the then current version of this Agreement and of the privacy policy.

1. Safe and Lawful Use

You acknowledge that devoting attention to the TeleNav Software may pose a risk of injury or death to you and others in situations that otherwise require your undivided attention, and you therefore agree to comply with the following when using the TeleNav Software:

- (a) observe all traffic laws and otherwise drive safely;
- (b) use your own personal judgment while driving. If you feel that a route suggested by the TeleNav Software instructs you to perform an unsafe or illegal maneuver, places you in an unsafe situation, or directs you into an area that you consider to be unsafe, do not follow such instructions;
- (c) do not input destinations, or otherwise manipulate the TeleNav Software, unless your vehicle is stationary and parked;
- (d) do not use the TeleNav Software for any illegal, unauthorized, unintended, unsafe, hazardous, or unlawful purposes, or in any manner inconsistent with this Agreement;
- (e) arrange all GPS and wireless devices and cables necessary for use of the TeleNav Software in a secure manner in your vehicle so that they will not interfere with your driving and will not prevent the operation of any safety device (such as an airbag).

You agree to indemnify and hold TeleNav harmless against all claims resulting from any dangerous or otherwise inappropriate use of the TeleNav Software in any moving vehicle, including as a result of your failure to comply with the directions above.

2. Account Information

You agree: (a) when registering the TeleNav Software, to provide TeleNav with true, accurate, current, and complete information about yourself, and (b) to inform TeleNav promptly of any changes to such information, and to keep it true, accurate, current and complete.

3. Software License

- Subject to your compliance with the terms of this Agreement, TeleNav hereby grants to you a personal, non-exclusive, non-transferable license (except as expressly permitted below in connection with your permanent transfer of the TeleNav Software license), without the right to sublicense, to use the TeleNav Software (in object code form only) in order to access and use the TeleNav Software. This license shall terminate upon any termination or expiration of this Agreement. You agree that you will use the TeleNav Software only for your personal business or leisure purposes, and not to provide commercial navigation services to other parties.

3.1 License Limitations

- (a) reverse engineer, decompile, disassemble, translate, modify, alter or otherwise change the TeleNav Software or any part thereof; (b) attempt to derive the source code, audio library or structure of the TeleNav Software without the prior express written consent of TeleNav; (c) remove from the TeleNav Software, or alter, any of TeleNav's or its suppliers' trademarks, trade names, logos, patent or copyright notices, or other notices or markings;

(d) distribute, sublicense or otherwise transfer the TeleNav Software to others, except as part of your permanent transfer of the TeleNav Software; or (e) use the TeleNav Software in any manner that

- i. infringes the intellectual property or proprietary rights, rights of publicity or privacy or other rights of any party,
- ii. violates any law, statute, ordinance or regulation, including but not limited to laws and regulations related to spamming, privacy, consumer and child protection, obscenity or defamation, or
- iii. is harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, or otherwise objectionable; and (f) lease, rent out, or otherwise permit unauthorized access by third parties to the TeleNav Software without advanced written permission of TeleNav.

4. Disclaimers

- To the fullest extent permissible pursuant to applicable law, in no event will TeleNav, its licensors and suppliers, or agents or employees of any of the foregoing, be liable for any decision made or action taken by you or anyone else in reliance on the information provided by the TeleNav Software. TeleNav also does not warrant the accuracy of the map or other data used for the TeleNav Software. Such data may not always reflect reality due to, among other things, road closures, construction, weather, new roads and other changing conditions. You are responsible for the entire risk arising out of your use of the TeleNav Software. For example but without limitation, you agree not to rely on the TeleNav Software for critical navigation in areas where the well-being or survival of you or others

is dependent on the accuracy of navigation, as the maps or functionality of the TeleNav Software are not intended to support such high risk applications, especially in more remote geographical areas.

- TELENAV EXPRESSLY DISCLAIMS AND EXCLUDES ALL WARRANTIES IN CONNECTION WITH THE TELENAV SOFTWARE, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING ALL WARRANTIES WHICH MAY ARISE FROM COURSE OF DEALING, CUSTOM OR TRADE AND INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS WITH RESPECT TO THE TELENAV SOFTWARE.
- Certain jurisdictions do not permit the disclaimer of certain warranties, so this limitation may not apply to you.

5. Limitation of Liability

- TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL TELENAV OR ITS LICENSORS AND SUPPLIERS BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (INCLUDING IN EACH CASE, BUT NOT LIMITED TO, DAMAGES FOR THE INABILITY TO USE THE EQUIPMENT OR ACCESS DATA, LOSS OF DATA, LOSS OF BUSINESS, LOSS OF PROFITS, BUSINESS INTERRUPTION OR THE LIKE) ARISING OUT OF THE USE OF OR INABILITY TO USE THE TELENAV SOFTWARE, EVEN IF TELENAV HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANY DAMAGES THAT YOU MIGHT INCUR FOR ANY REASON WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ALL DAMAGES REFERENCED HEREIN AND ALL DIRECT OR GENERAL DAMAGES IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE), THE ENTIRE LIABILITY

OF TELENAV AND OF ALL OF TELENAV'S SUPPLIERS SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU FOR THE TELENAV SOFTWARE. SOME STATES AND/OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

6. Arbitration and Governing Law

- You agree that any dispute, claim or controversy arising out of or relating to this Agreement or the TeleNav Software shall be settled by independent arbitration involving a neutral arbitrator and administered by the American Arbitration Association in the County of Santa Clara, California. The arbitrator shall apply the Commercial Arbitration Rules of the American Arbitration Association, and the judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction. Note that there is no judge or jury in an arbitration proceeding and the decision of the arbitrator shall be binding upon both parties. You expressly agree to waive your right to a jury trial. This Agreement and performance hereunder will be governed by and construed in accordance with the laws of the State of California, without giving effect to its conflict of law provisions. To the extent judicial action is necessary in connection with the binding arbitration, both TeleNav and you agree to submit to the exclusive jurisdiction of the courts of the County of Santa Clara, California. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

7. Assignment

- You may not resell, assign, or transfer this Agreement or any of your rights or obligations, except in totality, in connection with your permanent transfer of the TeleNav Software, and expressly conditioned upon the new user of the TeleNav Software agreeing to be bound by the terms and conditions of this Agreement. Any such sale, assignment or transfer that is not expressly permitted under this paragraph will result in immediate termination of this Agreement, without liability to TeleNav, in which case you and all other parties shall immediately cease all use of the TeleNav Software. Notwithstanding the foregoing, TeleNav may assign this Agreement to any other party at any time without notice, provided the assignee remains bound by this Agreement.

8. Miscellaneous

8.1

This Agreement constitutes the entire agreement between TeleNav and you with respect to the subject matter hereof.

8.2

Except for the limited licenses expressly granted in this Agreement, TeleNav retains all right, title and interest in and to the TeleNav Software, including without limitation all related intellectual property rights. No licenses or other rights which are not expressly granted in this Agreement are intended to, or shall be, granted or conferred by implication, statute, inducement, estoppel or otherwise, and TeleNav and its suppliers and licensors hereby reserve all of their respective rights other than the licenses explicitly granted in this Agreement.

8.3

By using the TeleNav Software, you consent to receive from TeleNav all communications, including notices, agreements, legally required disclosures or other information in connection with the TeleNav Software (collectively, "Notices") electronically. TeleNav may

provide such Notices by posting them on TeleNav's Website or by downloading such Notices to your wireless device. If you desire to withdraw your consent to receive Notices electronically, you must discontinue your use of the TeleNav Software.

8.4

TeleNav's or your failure to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

8.5

If any provision herein is held unenforceable, then such provision will be modified to reflect the intention of the parties, and the remaining provisions of this Agreement will remain in full force and effect.

8.6

The headings in this Agreement are for convenience of reference only, will not be deemed to be a part of this Agreement, and will not be referred to in connection with the construction or interpretation of this Agreement. As used in this Agreement, the words "include" and "including" and variations thereof, will not be deemed to be terms of limitation, but rather will be deemed to be followed by the words "without limitation".

9. Other Vendors Terms and Conditions

- The Telenav Software utilizes map and other data licensed to Telenav by third party vendors for the benefit of you and other end users. This Agreement includes end-user terms applicable to these companies (included at the end of this Agreement), and thus your use of the Telenav Software is also subject to such terms. You agree to comply with the following additional terms and conditions, which are applicable to Telenav's third party vendor licensors::

9.1 End User Terms Required by HERE North America, LLC

The data ("Data") is provided for your personal, internal use only and not for resale. It is protected by copyright, and is subject to the following terms and conditions which are agreed to by you, on the one hand, and Telenav ("Telenav") and its licensors (including their licensors and suppliers) on the other hand.

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The Data for Mexico includes certain data from Instituto Nacional de Estadística y Geografía.

Terms and Conditions

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Restrictions. Except where you have been specifically licensed to do so by Telenav, and without limiting the preceding paragraph, you may not use this Data (a) with any products, systems, or applications installed or otherwise connected to or in communication with vehicles, capable of vehicle navigation, positioning, dispatch, real time route guidance, fleet management or similar applications; or (b) with or in communication with any positioning devices or any mobile or wireless-connected electronic or computer devices, including without limitation cellular phones, palmtop and handheld computers, pagers, and personal digital assistants or PDAs.

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- (1)** This device may not cause harmful interference, and
- (2)** this device must accept any interference received, including interference that may cause undesired operation.

WARNING



Changes or modifications not expressly approved by the party responsible for compliance could void the user's authority to operate the equipment. The term "IC" before the radio certification number only signifies that Industry Canada technical specifications were met.

The antenna used for this transmitter must not be co-located or operating in conjunction with any other antenna or transmitter.