



SAFETY RELATED TRAFFIC INFORMATION LICENSE AGREEMENT

By signing this Safety Related Traffic Information agreement (the “**Agreement**”), you hereby agree on behalf of your employer or other entity as indicated in the Online Registration Form (hereinafter “**you**”) that any access which TomTom Global Content B.V., with its registered address at De Ruijterkade 154, 1011 AC Amsterdam, The Netherlands (“**TomTom**”) grants you to the Safety Related Traffic Information API shall be subject to and in accordance with this Agreement. Notwithstanding the foregoing, you acknowledge and agree that your submission of the Online Registration Form and acceptance of these terms is deemed to be an offer by you and shall not be binding upon TomTom until your Online Registration Form is accepted. For these purposes, TomTom’s delivery of an access code to the Safety Related Traffic Information API shall constitute acceptance by TomTom. TomTom may reject any Online Registration Form at its sole and absolute discretion.

In the event you do not agree to the below terms, you are not entitled to use the Safety Related Traffic Information API.

TERMS APPLICABLE TO THE SAFETY RELATED TRAFFIC INFORMATION API

1. DEFINITIONS

1.1. The following definitions apply to this Agreement:

“**Content**” means any content or data made available via the Safety Related Traffic Information API.

“**Copyleft License**” means a license that requires, as a condition of use, modification and/or distribution of software or materials, that such software or materials, or other software or materials incorporated into, derived from, used, or distributed with such software or materials: (i) in the case of software, be made available or distributed in a form other than binary (e.g., source code form), (ii) be licensed for the purpose of preparing derivative works, (iii) be licensed under terms that require the licensor to allow the other materials or interfaces therefor to be reverse engineered, reverse assembled, or disassembled, or (iv) be redistributable at no license fee.

“**Intellectual Property Rights**” means all inventions, patents, utility models, designs (both registered or unregistered and including rights relating to semi-conductor topographies), database rights, copyright and trade marks (both registered and unregistered), together with all rights to the grant of and applications for the same and including all similar or analogous rights and all other rights in the nature of intellectual and industrial property throughout the world and all future rights of such nature.

“**Safety Related Traffic Information API**” means the online API services made available by TomTom at <https://developer.tomtom.com/safety-related-traffic-info/documentation/product-information/introduction> and which you have requested access to in an Online Registration Form.

“**Online Registration Form**” means the online registration form available at <https://developer.tomtom.com/safety-related-traffic-info/documentation/product-information/introduction> which has been completed and submitted by you.

“**Open Source License**” means any license terms which conform with the definition published by the Open Source Initiative from time to time as set out under the following link: <http://www.opensource.org/osd.html> and which, without limitation, include (a) GNU’s General Public License (GPL) or Lesser/Library GPL (LGPL); (b) the Artistic License (e.g., PERL); (c) the Mozilla Public License; (d) the Creative Commons Attribution-ShareAlike licence (“CCL”); (e) the Open Database Licence (ODbL); and (f) the Apache License or anything similar.

“**Your Application**” means your live traffic service or application.

2. GRANT OF LICENSE

2.1. Subject to your compliance at all times with this Agreement, TomTom grants to you a limited, non-exclusive, non-transferable, non-sublicensable free of charge and revocable license during the term of this Agreement to use the Safety Related Traffic Information API and Content in connection with Your Applications.

2.2. The Safety Related Traffic Information API and Content can only be used by entities defined in Article 2 Paragraph J of EU Regulation 2013/886 such as public and private road operators, traffic managers, broadcasters dedicated to traffic information and ITS service providers for the purpose of improving road safety and disseminating more safety information to drivers.

2.3. You are not allowed to:

2.3.1. use the Safety Related Traffic Information API or Content in any commercial historical analysis products;

2.3.2. charge end users additionally for their use of the Content in conjunction with Your Application; and

2.3.3. distribute the Safety Related Traffic Information API or Content ‘as is’ to third parties.

2.4. You agree to reciprocally share any road safety data owned or generated by you with TomTom free of charge in accordance with EU Regulation 2013/86.

3. UPDATES AND CHANGES TO THE SAFETY RELATED TRAFFIC INFORMATION API AND THIS AGREEMENT

3.1. TomTom may without notice and at its sole discretion discontinue, update, modify, upgrade or supplement any of the Safety Related Traffic Information API and the Content.

3.2. TomTom does not guarantee that any future versions of the Safety Related Traffic Information API will be compatible with prior versions nor that they will be compatible with any of Your Applications you have developed.



4. ACCOUNT AND ACCESS CREDENTIALS AND SECURITY TERMS

- 4.1. Any use of the Safety Related Traffic Information API through access credentials issued to you will be considered your use and you are responsible for such use. You agree to take due care protecting such access credentials against misuse by others and disclosure to others and promptly notify TomTom about any misuse or loss of access credentials.
- 4.2. You shall comply with the security requirements as set out under http://tomtom.com/en_gb/thirdpartyproductterms/ and as may be updated from time to time by TomTom.

5. DATA PROCESSING AND PRIVACY

- 5.1. TomTom shall collect, via the Safety Related Traffic Information API, the Personal Data specified under http://tomtom.com/en_gb/thirdpartyproductterms/ and shall process such Personal Data in accordance with the terms set out under the same link. The terms under both such links may be updated from time to time by TomTom and shall apply from the date of such update unless otherwise stated.
- 5.2. In order to improve TomTom API Store and the Safety Related Traffic Information API, TomTom may collect certain usage related information from your use of the Safety Related Traffic Information API including but not limited to your unique identifier, associated IP addresses, version number of the Safety Related Traffic Information API used, and information on which tools and/or services in the SDKs are being used and how they are being used by you. Before any of this information is collected, the Safety Related Traffic Information API will notify you and seek your consent. In the event that you withhold or do not give your consent, the information will not be collected. The information collected is examined on an aggregated basis to improve the Safety Related Traffic Information API and is maintained in accordance with all applicable data protection laws.

6. YOUR FURTHER OBLIGATIONS

- 6.1. You agree to use the Safety Related Traffic Information API only for purposes that are permitted by this Agreement and in accordance with all applicable laws.
- 6.2. Other than as permitted by applicable legislation, you are prohibited from decompiling, reverse engineering, disassembling, or creating derivative works of the Safety Related Traffic Information API or any part thereof.
- 6.3. You shall not attempt to access the Content other than through the Safety Related Traffic Information API. Furthermore, you shall not attempt to access the source code of the Safety Related Traffic Information API.
- 6.4. You shall not use the Safety Related Traffic Information API in connection with any illegal, fraudulent, dishonest, unethical, offensive, obscene, pornographic, harassing or otherwise inappropriate activity or behaviour.

7. REGULATION OF QUERIES AND SUSPENSION OF SERVICES

- 7.1. You acknowledge that in order to maintain the integrity of the Safety Related Traffic Information API, TomTom can apply a QPS limit to your usage of the Safety Related Traffic Information API.
- 7.2. TomTom shall be entitled to suspend your access to the Safety Related Traffic Information API in the event:
 - 7.2.1. TomTom reasonably believes that you are in breach of the terms of this Agreement.
 - 7.2.2. You breach any security measure or requirements set out by TomTom.
 - 7.2.3. TomTom reasonably believes that such suspension is necessary in order to protect the general integrity of the services offered via the Safety Related Traffic Information API.

- 7.3. TomTom shall not be liable to you where it suspends your access to the Safety Related Traffic Information API in accordance with the above.

8. INTELLECTUAL PROPERTY RIGHTS AND COPYRIGHT NOTICES

- 8.1. All Intellectual Property Rights related the Safety Related Traffic Information API and Content are owned by TomTom and/or its licensors and suppliers.
- 8.2. 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 Safety Related Traffic Information API.

9. CONFIDENTIAL INFORMATION

You shall use TomTom's Confidential Information only for the proper performance of its duties under the Agreement and shall not, without TomTom's written consent, disclose or permit the disclosure of the Confidential Information, except in confidence for the proper performance of its duties under the Agreement to those of its employees, officers and professional advisers who need to have access to it. "Confidential Information" for these purposes means all information disclosed by or on behalf of TomTom (in whatever medium including in written, oral, visual or electronic form and whether before or after the date of this Agreement) including all business, financial, commercial, technical, operational, organizational, legal, management and marketing information which is either marked as being confidential or which would reasonably be deemed to be confidential in the ordinary course of business and any API keys and access codes provided.



10. WARRANTIES

10.1. THE SAFETY RELATED TRAFFIC INFORMATION API AND CONTENT ARE PROVIDED ON AN “AS IS” AND “WITH ALL FAULTS BASIS” AND TOMTOM EXPRESSLY DISCLAIMS, TO THE FULLEST EXTENT PERMITTED BY LAW, 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. FURTHERMORE, YOU ACKNOWLEDGE AND AGREE THAT THE SAFETY RELATED TRAFFIC INFORMATION API HAVE NOT BEEN DEVELOPED TO MEET YOUR INDIVIDUAL REQUIREMENTS AND THAT TOMTOM DOES NOT WARRANT THAT THEY WILL OPERATE UNINTERRUPTED OR ERROR-FREE. TOMTOM DOES NOT WARRANT THE INTEROPERABILITY OF THE SAFETY RELATED TRAFFIC INFORMATION API WITH ANY OTHER SYSTEM, SOFTWARE, DEVICE OR PRODUCT.

10.2. YOU WARRANT, REPRESENT AND UNDERTAKE TO TOMTOM THE FOLLOWING:

- 10.2.1. THAT ALL INFORMATION YOU SUBMITTED VIA THE ONLINE REGISTRATION FORM IS TRUTHFUL, COMPLETE AND ACCURATE AND THAT IT WILL BE UPDATED BY YOU, IF NEED BE.
- 10.2.2. THAT IF YOU ARE ENTERING THIS AGREEMENT ON BEHALF OF YOUR EMPLOYER OR OTHER ENTITY, THAT YOU HAVE FULL LEGAL AUTHORITY TO BIND YOUR EMPLOYER OR SUCH ENTITY TO THE AGREEMENT. IF YOU DO NOT HAVE THE REQUISITE AUTHORITY, YOU MAY NOT ACCEPT THE AGREEMENT OR USE THE SAFETY RELATED TRAFFIC INFORMATION API ON BEHALF OF YOUR EMPLOYER OR OTHER ENTITY.
- 10.2.3. THAT YOU WILL NOT COMBINE THE SAFETY RELATED TRAFFIC INFORMATION API AND ANY CONTENT DELIVERED BY THE SAFETY RELATED TRAFFIC INFORMATION API WITH ANY OPEN SOURCE SOFTWARE OR OTHER DATA IN ANY MANNER WHICH MAY RESULT IN THE SAFETY RELATED TRAFFIC INFORMATION API AND CONTENT DELIVERED BY THE SAFETY RELATED TRAFFIC INFORMATION API BECOMING SUBJECT TO THE TERMS OF AN OPEN SOURCE LICENSE AND/OR A COPYLEFT LICENSE.

11. LIMITATION OF LIABILITY

11.1. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER TOMTOM NOR ITS LICENSORS, SUPPLIERS, OFFICERS, DIRECTORS OR EMPLOYEES SHALL BE LIABLE TO YOU FOR ANY DAMAGES, WHETHER DIRECT, SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL PUNITIVE OR OTHERWISE ARISING OUT OF OR RELATED TO:

- 11.1.1. YOUR USE OF, OR INABILITY TO USE OR ACCESS, THE SAFETY RELATED TRAFFIC INFORMATION API.
- 11.1.2. YOUR RELIANCE ON ANY CONTENT DELIVERED BY THE SAFETY RELATED TRAFFIC INFORMATION API (INCLUDING YOUR RELIANCE ON THE COMPLETENESS OR ACCURACY OF THE SAME).
- 11.1.3. ANY CHANGES OR DISCONTINUATION THAT TOMTOM MAKES TO THE APIS OR CONTENT PURSUANT TO CLAUSE 3.

11.2. THE FOREGOING UNDER CLAUSE 11.1 APPLIES AND UNDER ANY THEORY OF LIABILITY (INCLUDING CONTRACT, TORT, COMMON LAW, OR STATUTORY DAMAGES) AND SHALL APPLY EVEN IF TOMTOM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11.3. TO THE EXTENT TOMTOM IS NOT PERMITTED UNDER APPLICABLE LAW TO EXCLUDE ITS LIABILITY PURSUANT TO CLAUSES 11.1 AND 11.2 ABOVE, TOMTOM’S TOTAL AGGREGATE LIABILITY TO YOU SHALL BE LIMITED TO THE AMOUNT OF USD 100.00.

11.4. THE ABOVE LIMITATIONS AND EXCLUSIONS OF LIABILITY UNDER THIS CLAUSE 11 DO NOT EXCLUDE OR LIMIT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

12. INDEMNITY

12.1. 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:

- 12.1.1. Your Applications, including any claim that they infringe any copyright, trademark, trade secret, trade dress, patent or other Intellectual Property Rights of any person or defames any person or violates their rights of publicity or privacy.
- 12.1.2. Any content or materials that you use in connection with the Safety Related Traffic Information API, Content or Your Applications.
- 12.1.3. Any non-compliance by you with this Agreement.

13. TERM AND TERMINATION

13.1. This Agreement begins on the date when TomTom accepts your Online Registration Form and shall continue for an indefinite period of time until terminated by either party by providing the other party with a prior written notice.

13.2. TomTom may terminate this Agreement in the event that you breach any of the terms and conditions of this Agreement.



13.3. Upon termination or expiry of this Agreement, all access rights you have to access and receive the Safety Related Traffic Information API will be terminated and you will no longer be able to access the Safety Related Traffic Information API.

13.4. The provisions of this Agreement, which by their nature are intended to survive termination, will remain in effect after termination of this Agreement.

14. AMENDMENTS TO THE TERMS OF THIS AGREEMENT

TomTom may at any time modify the terms of this Agreement. Any such modified terms shall be posted at <https://developer.tomtom.com/safety-related-traffic-info/documentation/product-information/introduction>. You will not be notified individually of any such changes. It is your responsibility to monitor and review any such changes. In the event you do not agree with any such modified terms, you must immediately cease all use of the Safety Related Traffic Information API.

15. GOVERNING LAW AND DISPUTE RESOLUTION

15.1. If you are 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.

15.2. If you are 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.

15.3. If you are 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 or 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.

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

16. OTHER LEGAL TERMS

16.1. 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.

16.2. 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.

16.3. The rights granted to you in this Agreement may not be assigned or transferred by you without TomTom's prior written approval. TomTom shall be entitled to assign or transfer this Agreement (whether in whole or in part) without your prior consent.

16.4. This Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matter of this Agreement and supersedes and extinguishes any prior drafts, agreements, undertakings, understandings, promises or conditions, whether oral or written, express or implied between the Parties relating to such subject matter. This Agreement may only be amended in a written document signed and executed by the Parties.

You: _____ Title: _____
[duly authorized]

Name: _____ Date: _____
please print or type