#### **Current Mapping Service Terms of Use**

Copyright 2006 MapQuest, Inc. ("MapQuest"). All rights reserved.

The MapQuest name and logo, and all related product and service names, design marks and slogans are the trademarks or registered trademarks of MapQuest, Inc. All other product and service marks contained herein are the trademarks of their respective owners. You may not use any MapQuest or third party trademarks or logos without the prior written consent of MapQuest or the applicable trademark owner.

### **Terms and Conditions**

# Acceptance

The following terms and conditions govern your use of the maps, directions, information, materials and documents being made available to you at this website (the "Materials"). By using the Materials, you signify your agreement to all terms, conditions, and notices contained or referenced herein (the "Terms of Use"). If you do not agree to these Terms of Use please do not use this website or the Materials. We reserve the right, at our discretion, to update or revise these Terms of Use. Please check the Terms of Use periodically for changes. Your continued use of this website following the posting of any changes to the Terms of Use constitutes acceptance of those changes.

# **Electronic Delivery Policy and Your Consent**

By using the Materials, you consent to receive from MapQuest all communications, including notices, agreements, legally required disclosures or other information in connection with the Materials (collectively, "Notices") electronically. MapQuest shall provide such electronic Notices by posting them on this website. If you desire to withdraw your consent to receive Notices electronically, you must discontinue your use of the website and the Materials.

### **Privacy Policy**

Click **here** to review MapQuest's privacy policy.

# **Proprietary Rights**

You acknowledge and agree that the Materials are protected by copyright, trademark, patent, trade secret, and other proprietary rights and laws. For example, MapQuest owns a copyright in the selection, organization, arrangement and enhancement of the Materials, as well as in the Materials original to itself. Third parties whose Materials appear on this website own the copyright in the Materials original to them. The look and feel of this website, including our color combinations, button shapes, and other graphical elements, are MapQuest trademarks.

# License to and Limitations on Use of Maps, Cartographic Technology and Content Information

Provided you comply with these Terms of Use, MapQuest grants you a nonexclusive, non-transferable license to view and print the Materials solely for your own personal non-commercial use. You may share a map with another individual for that individual's personal non-commercial use using the email option on the map webpage. You may not commercially exploit the Materials or the underlying data, including without limitation, you may not create derivative works of the Materials, use any data mining, robots, or

similar data gathering and extraction tools on the Materials, frame any portion of the Materials, or reprint, copy, modify, translate, port, publish, sublicense, assign, transfer, sell, or otherwise distribute the Materials without the prior written consent of MapQuest. You shall not derive or attempt to derive the source code or structure of all or any portion of the Materials by reverse engineering, disassembly, decompilation or any other means. You shall not use the Materials to operate a service bureau or for any other use involving the processing of data of others. You shall use the Materials and this website for legal purposes only and shall not use them in any manner that violates the laws of any jurisdiction. You do not receive any, and MapQuest and its licensors retain all, ownership rights in the Materials. You may not alter or remove any copyright notice or proprietary legend contained in or on the Materials. Nothing contained herein shall be construed as granting you a license under any copyright, trademark, patent or other intellectual property right of MapQuest or any third party, except for the right of use license expressly set forth herein.

# Your License to MapQuest

Should you provide MapQuest with information including but not limited to feedback, data, answers, questions, comments, suggestions, plans, ideas or the like, such information shall be deemed to be nonconfidential and MapQuest assumes no obligation to protect such information from disclosure. The submission of such information to MapQuest shall in no way prevent the purchase, manufacture or use of similar products, services, plans and ideas by MapQuest for any purpose whatsoever and by such submission you (i) grant to MapQuest the irrevocable right to reproduce, use, disclose and distribute the information to others without restriction or compensation required, and (ii) warrant and represent that you own or otherwise control all of the rights to the information and that public posting and use of the information by MapQuest will not infringe or violate the rights of any third party.

# **Procedure For Making Claims Of Copyright Infringement**

If you believe that your work has been copied and is accessible on this website in a way that constitutes copyright infringement, you may notify MapQuest. Click <a href="here">here</a> for instructions.

### No Warranties

THIS WEBSITE AND THE MATERIALS ARE PROVIDED WITH ALL FAULTS ON AN "AS IS" AND "AS AVAILABLE" BASIS. MAPQUEST, ITS LICENSORS AND OTHER SUPPLIERS DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES THAT THE WEBSITE AND MATERIALS ARE FREE OF DEFECTS, VIRUS FREE, AND ABLE TO OPERATE ON AN UNINTERRUPTED BASIS, THAT THEY WILL MEET YOUR REQUIREMENTS, OR THAT ERRORS WILL BE CORRECTED, AND THE IMPLIED WARRANTIES THAT THE WEBSITE AND MATERIALS ARE MERCHANTABLE, OF SATISFACTORY QUALITY, ACCURATE, FIT FOR A PARTICULAR PURPOSE OR NEED, OR NON-INFRINGING, UNLESS SUCH IMPLIED WARRANTIES ARE LEGALLY INCAPABLE OF EXCLUSION. NO ADVICE OR INFORMATION GIVEN BY MAPQUEST, ITS AFFILIATES OR THEIR RESPECTIVE EMPLOYEES OR AUTHORIZED AGENTS SHALL CREATE A WARRANTY OR EXPAND THE SCOPE OF ANY WARRANTY THAT CANNOT BE DISCLAIMED UNDER APPLICABLE LAW. YOUR USE OF THIS WEBSITE AND THE MATERIALS IS SOLELY AT YOUR OWN RISK.

SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE AND JURISDICTION TO JURISDICTION.

Your use of the website and Materials is at YOUR OWN RISK and MapQuest is under no obligation to provide you with any support, error corrections, updates, upgrades, bug fixes and/or enhancements of the website and Materials.

Please note that the Materials may include technical inaccuracies or typographical errors. MapQuest has the right at any time to change, modify, add to or discontinue or retire any aspect or feature of the website or Materials, including, but not limited to, the software, content, hours of availability, equipment needed for

access or use, or the availability of the website or Materials on any particular device or communications service. MapQuest has no obligation to provide you with notice of any such changes.

# **Limitation of Liability**

UNDER NO CIRCUMSTANCES SHALL MAPQUEST, ITS PARENT, AFFILIATES, DIRECTORS, EMPLOYEES, DISTRIBUTORS, SUPPLIERS, AGENTS OR RESELLERS (COLLECTIVELY, THE "MAPQUEST GROUP") BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES THAT RESULT FROM THE USE OF, MISUSE OF, INABILITY TO USE, OR RELIANCE UPON THIS WEBSITE OR THE MATERIALS, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA, BUSINESS OPPORTUNITIES, OR PROFITS. THIS LIMITATION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF THE MAPQUEST GROUP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. SUCH LIMITATION SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND TO THE FULLEST EXTENT PERMITTED BY LAW.

SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU. THE MAPQUEST GROUP'S LIABILITY IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

ADDITIONALLY, UNDER NO CIRCUMSTANCES SHALL THE MAPQUEST GROUP BE HELD RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY LOSS OR DAMAGE CAUSED OR ALLEGED TO HAVE BEEN CAUSED TO YOU IN CONNECTION WITH THE USE OF OR RELIANCE ON ANY CONTENT, GOODS OR SERVICES AVAILABLE ON OR THROUGH ANY EXTERNAL SITES LINKED FROM THIS WEBSITE.

Without limiting the foregoing, under no circumstances shall the MapQuest Group be held liable for any delay or failure in performance resulting directly or indirectly from acts of nature, forces, or causes beyond its reasonable control, including, without limitation, Internet failures, computer equipment failures, telecommunication equipment failures, other equipment failures, electrical power failures, strikes, labor disputes, riots, insurrections, civil disturbances, shortages of labor or materials, fires, floods, storms, explosions, acts of God, war, governmental actions, orders of domestic or foreign courts or tribunals, non-performance of third parties, or loss of or fluctuations in heat, light, or air conditioning.

# Indemnification

Upon a request by MapQuest, you agree to defend, indemnify, and hold harmless the MapQuest Group from all liabilities, claims, and expenses, including attorney's fees, that arise from your use or misuse of the Materials or this website. MapQuest reserves the right, at it own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with MapQuest in asserting any available defenses.

### **Disclaimer of Endorsement**

Reference herein or on the website to any products, services, processes, hypertext links to third parties or other information by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply its endorsement, sponsorship or recommendation by MapQuest. Product and service information are the sole responsibility of each individual vendor.

# **International Use**

MapQuest makes no representation that the Materials are appropriate or available for use in locations outside the United States, and accessing it from territories where the Materials are illegal is prohibited. Those who choose to access this website from other locations do so on their own initiative and are

responsible for compliance with local laws.

### **Choice Of Law And Forum**

These Terms of Use shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, excluding its conflicts of law rules. You expressly agree that the exclusive jurisdiction for any claim or action arising out of or relating to these Terms of Use or your use of the Materials and this website shall be filed only in the state or federal courts located in the Commonwealth of Virginia, and you further agree and submit to the exercise of personal jurisdiction of such courts for the purpose of litigating any such claim or action.

# **Severability And Integration**

These Terms of Use constitute the entire agreement between you and MapQuest with respect to the Materials and this website. If any part of these Terms of Use is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

#### **Termination**

MapQuest reserves the right, in its sole discretion, to terminate your access to the Materials or to all or part of this website, with or without notice.

For further information, questions or problem reports regarding the Materials or this website, contact <a href="mailto:info@mapquest.com">info@mapquest.com</a>.

# 3<sup>RD</sup> PARTY NOTICES AND LICENSES

The following notices and licenses apply to third party data used in the Materials:

GIF Patent: Licensed under U.S. Patent No. 4,558,302 and foreign counterparts.

Portions Copyright ¬Â© 2004 AND Products B.V.

Canadian maps are copyrighted 2004 DMTI Spatial Inc., are published under the trademark name CanMap, and are produced by DMTI Spatial Inc. under license from Her Majesty the Queen in Right of Canada with permission from Natural Resources Canada.

#### DMTI DATA USER LICENSE AGREEMENT

DMTI Spatial Inc. ("DMTI") hereby grants to you a non-exclusive, non-transferable license to use the CanMap Streetfiles and GeoPinpoint Software ("Licensed Products") accessible through this website, subject to the following terms and conditions:

You acknowledge that the Licensed Product(s) belong to DMTI and its third party supplier, and that the Licensed Product(s) are copyrighted. Unauthorized copying of the Licensed Product(s), or documentation is expressly forbidden and you may be held legally responsible for copyright infringement which is caused or encouraged by your failure to abide by the terms of this agreement.

You may not reproduce, sell, rent, lease, loan, distribute or sublicense the Licensed Product or otherwise transfer the Licensed Product(s) to any third party, use the Licensed Product for commercial purposes, or use the Licensed Product to create any derived product for any of these prohibited purposes, except that

you may make use of maps generated using the Licensed Products if generated in connection with the MapQuest website in a manner authorized by the terms and conditions of such website.

In no event shall DMTI or it's third party supplier(s) be liable to you for any damages, direct or indirect, including any lost profits, lost savings, interruption of business, loss of business opportunities or other incidental or consequential damages, arising out of your possession, use of, or inability to use the Licensed Product(s), even if DMTI, its third party supplier(s), or any authorized dealer, has been advised of the possibility of the damages, or for any claim by any other party.

You shall indemnify and hold DMTI, it's third party supplier(s) and their officers, employees and agents harmless from and against any claim, demand or action, irrespective of the nature of the claim, demand or action, alleging loss, costs, damages, expenses, or injury (including injury from death) resulting from your authorized or unauthorized use, possession, modification, or alteration of the Licensed Product(s).

THE LICENSED PRODUCT(S) ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF EFFECTIVENESS, COMPLETENESS, ACCURACY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE LICENSED PRODUCT(S) IS WITH YOU, THE END USER. NO ORAL OR WRITTEN ADVICE GIVEN BY DMTI OR IT'S DEALERS, DISTRIBUTORS, AGENTS OR EMPLOYEES CREATES A WARRANTY OR IN ANY WAY INCREASES DMTI'S LIABILITY AND YOU MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE.

This license will terminate automatically without notice from DMTI if you fail to comply with any provision of this license agreement. Upon termination, you shall destroy or return any written materials in connection with the Licensed Product(s) and all copies made thereof including modified copies, if any.

This license shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

Portions Copyright  $\hat{A}\neg\hat{A}\bigcirc$  2004 Geographic Data Technology, Inc.

# Portions ¬Â© 1993 - 2004 NAVTEQ. All rights reserved.

### **END-USER TERMS**

# NAVTEQ NORTH AMERICAN DATA

This information is provided for your immediate or near immediate personal use only. It is protected by copyright, and is further subject to the following terms and conditions which are agreed to by you, on the one hand, and MapQuest, Inc. ("MapQuest") and its licensors (including their licensors and suppliers) on the other hand.

# ¬Â© 2004 NAVTEQ. All rights reserved.

The map data for areas of Canada includes information taken with permission from Canadian authorities, including:  $\hat{A} \neg \hat{A} \odot$  Her Majesty the Queen in Right of Canada.

# TERMS AND CONDITIONS

Scope of Use: You agree to use this information for solely immediate or near immediate personal purposes, and not for service bureau, time-sharing or other similar purposes. Accordingly, but subject to the Restrictions set forth in the next paragraph, you may copy this information only as necessary for your personal use to (i) view it on your screen, (ii) save a single copy on your hard drive or disk, (iii) print it, and

(iv) transfer it to a portable computer device, provided that you do not remove any copyright notices that appear and do not modify the information in any way. You may not otherwise reproduce, copy, modify, decompile, disassemble or reverse engineer any portion of this information, and may not transfer or distribute it in any form, for any purpose.

<u>Restrictions</u>: Without limiting the foregoing, you may not use this information 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. You also may not use this information with or in communication with any mobile or wireless-connected electronic or computer devices (except as provided in subpart (iv) of the preceding paragraph), including without limitation cellular phones, palmtop and handheld computers, pagers, and personal digital assistants or PDAs.

No Warranty: This information is provided to you "as is," and you agree to use it at your own risk. MapQuest and its licensors (and their licensors and suppliers, including Her Majesty the Queen in Right of Canada) make no guarantees, representations or warranties of any kind, express or implied, arising by law or otherwise, including but not limited to, content, quality, accuracy, completeness, effectiveness, reliability, fitness for a particular purpose, usefulness, use or results to be obtained from this information, or that the information or server will be uninterrupted or error-free.

<u>Disclaimer of Warranty</u>: MAPQUEST AND ITS LICENSORS (INCLUDING THEIR LICENSORS AND SUPPLIERS, INCLUDING HER MAJESTY THE QUEEN IN RIGHT OF CANADA) DISCLAIM ANY WARRANTIES, EXPRESS OR IMPLIED, OF QUALITY, PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. Some States, Territories and Countries do not allow certain warranty exclusions, so to that extent the above exclusion may not apply to you.

Disclaimer of Liability: MAPQUEST AND ITS LICENSORS (INCLUDING THEIR LICENSORS AND SUPPLIERS, INCLUDING HER MAJESTY THE QUEEN IN RIGHT OF CANADA) 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 INFORMATION; 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 THIS INFORMATION, 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 [LICENSEE] OR ITS LICENSORS 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.

<u>Disclaimer of Endorsement</u>: Reference to any products, services, processes, hypertext links to third parties or other information by trade name, trademark, manufacturer, supplier or otherwise does not necessarily constitute or imply its endorsement, sponsorship or recommendation by MapQuest or its licensors. Product and service information are the sole responsibility of each individual vendor. The Navigation Technologies name and logo, the NAVTECH and NAVTECH ON BOARD trademarks and logos, and other trademarks and trade names owned by Navigation Technologies Corporation may not be used in any commercial manner without the prior written consent of Navigation Technologies.

<u>Export Control</u>: You agree not to export from anywhere any part of the information provided to you or any direct product thereof except in compliance with, and with all licenses and approvals required under, applicable export laws, rules and regulations.

Government End Users: If the information is being acquired by or on behalf of the United States government or any other entity seeking or applying rights similar to those customarily claimed by the United States government, the Data is licensed with "Restricted Rights." Utilization of the Data is subject to the restrictions specified in the "Rights in Technical Data and Computer Data" clause at DFARS 252.227-7013, or the equivalent clause for non-defense agencies. Manufacturer is Navigation Technologies Corporation, 10400 West Higgins Road, Rosemont, Illinois 60018, USA.

<u>Indemnity</u>: You agree to indemnify, defend and hold MapQuest and its licensors (including their respective licensors, suppliers, assignees, subsidiaries, affiliated companies, and the respective officers, directors, employees, shareholders, agents and representatives of each of them, including Her Majesty the Queen in Right of Canada and the Minister) free and harmless from and against any liability, loss, injury (including injuries resulting in death), demand, action, cost, expense, or claim of any kind or character, including but not limited to attorney's fees, arising out of or in connection with any use or possession by you of this information.

Entire Agreement: These terms and conditions constitute the entire agreement between MapQuest (and its licensors, including their licensors and suppliers) and you pertaining to the subject matter hereof, and supersedes in their entirety any and all written or oral agreements previously existing between us with respect to such subject matter.

Governing Law: The above terms and conditions shall be governed by the laws of the State of Illinois, without giving effect to (i) its conflict of laws provisions, or (ii) the United Nations Convention for Contracts for the International Sale of Goods. You agree to submit to the jurisdiction of the State of Illinois for any and all disputes, claims and actions arising from or in connection with the information provided to you hereunder.

#### **END-USER TERMS**

# NAVTEQ EUROPEAN DATA

This information is provided for your immediate or near immediate personal use only. It is protected by copyright, and is further subject to the following terms and conditions which are agreed to by you, on the one hand, and MapQuest, Inc. ("MapQuest") and its licensors (including their licensors and suppliers) on the other hand.

#### TERMS AND CONDITIONS

Scope of Use. You agree to use this information for solely immediate or near immediate personal purposes, and not for service bureau, time-sharing or other similar purposes. Accordingly, but subject to the Restrictions set forth in the next paragraph, you may copy this information only as necessary for your personal use to (i) view it on your screen, (ii) save a single copy on your hard drive or disk, (iii) print it, and (iv) transfer it to a portable computer device, provided that you do not remove any copyright notices that appear and do not modify the information in any way. You may not otherwise reproduce, copy, modify, decompile, disassemble or reverse engineer any portion of this information, and may not transfer or distribute it in any form, for any purpose.

Restrictions. Without limiting the foregoing, you may not use this information 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. You also may not use this information with or in communication with any mobile or wireless-connected electronic or computer devices (except as provided in subpart (iv) of the preceding paragraph), including without limitation cellular phones, palmtop and handheld computers, pagers, and personal digital assistants or PDAs.

No Warranty. This information is provided to you "as is," and you agree to use it at your own risk. MapQuest and its licensors (and their licensors and suppliers) make no guarantees, representations or warranties of any kind, express or implied, arising by law or otherwise, including but not limited to, content, quality, accuracy, completeness, effectiveness, reliability, fitness for a particular purpose, usefulness, use or results to be obtained from this information, or that the information or server will be uninterrupted or error-free.

Disclaimer of Warranty: MAPQUEST AND ITS LICENSORS (INCLUDING THEIR LICENSORS AND SUPPLIERS) DISCLAIM ANY WARRANTIES, EXPRESS OR IMPLIED, OF QUALITY, PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. Some States, Territories and Countries do not allow certain warranty exclusions, so to that extent the above exclusion may not apply to you.

Disclaimer of Liability: MAPQUEST AND ITS 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 INFORMATION; 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 THIS INFORMATION, 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 [LICENSEE] OR ITS LICENSORS 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.

Disclaimer of Endorsement: Reference to any products, services, processes, hypertext links to third parties or other information by trade name, trademark, manufacturer, supplier or otherwise does not necessarily constitute or imply its endorsement, sponsorship or recommendation by MapQuest or its licensors. Product and service information are the sole responsibility of each individual vendor. The Navigation Technologies name and logo, the NAVTECH and NAVTECH ON BOARD trademarks and logos, and other trademarks and trade names owned by Navigation Technologies Corporation may not be used in any commercial manner without the prior written consent of Navigation Technologies.

Export Control. You agree not to export from anywhere any part of the information provided to you or any direct product thereof except in compliance with, and with all licenses and approvals required under, applicable export laws, rules and regulations.

Government End Users. If the information is being acquired by or on behalf of the United States government or any other entity seeking or applying rights similar to those customarily claimed by the United States government, the Data is licensed with "Restricted Rights." Utilization of the Data is subject to the restrictions specified in the "Rights in Technical Data and Computer Data" clause at DFARS 252.227-7013, or the equivalent clause for non-defense agencies. Manufacturer is Navigation Technologies Corporation, 10400 West Higgins Road, Rosemont, Illinois 60018, USA.

Indemnity. You agree to indemnify, defend and hold MapQuest and its licensors (including their respective licensors, suppliers, assignees, subsidiaries, affiliated companies, and the respective officers, directors, employees, shareholders, agents and representatives of each of them) free and harmless from and against any liability, loss, injury (including injuries resulting in death), demand, action, cost, expense, or claim of any kind or character, including but not limited to attorney's fees, arising out of or in connection with any use or possession by you of this information.

Entire Agreement. These terms and conditions constitute the entire agreement between MapQuest (and its licensors, including their licensors and suppliers) and you pertaining to the subject matter hereof, and

supersedes in their entirety any and all written or oral agreements previously existing between us with respect to such subject matter.

Governing Law. The above terms and conditions shall be governed by the laws of the Netherlands, without giving effect to (i) its conflict of laws provisions, or (ii) the United Nations Convention for Contracts for the International Sale of Goods. You agree to submit to the jurisdiction of the Netherlands for any and all disputes, claims and actions arising from or in connection with the information provided to you hereunder.

# NAVTEQ's Third Party Notices

France "source: G?©oroute® IGN France & BD Carto® IGN France"

Germany "Die Grundlagendaten wurden mit Genehmigung der zust?§ndigen Beh??rden entnommen." or "Die Grundlagendaten wurden mit Genehmigung der zustaendigen Behoerden entnommen."

Great Britain "Based on Ordnance Survey electronic data and used with the permission of the Controller of Her Majesty's Stationary Office © Crown Copyright, 1995."

Italy "Controllato ai sensi della legge N.68 del 2/2/1960. Nulla osta I.G.M. alla diffusione N.86 del 4/3/1996, N.295 del 31/7/1996, N.123 del 14/3/1997, N.372 del 17/9/1997, N.90 del 25/3/1998, N.228 del 23/6/1998 e N.327 del 6/10/1998."

Sweden "Based upon electronic data © National Land Survey Sweden."

Switzerland "Topografische Grundlage: © Bundesamt f?°r Landestopographie."