



TOMTOM EXTRA CARE
Service Plan for TomTom Bridge

How to Submit a Request for Service

To make a request for service, complete and submit the online form located at:

http://www.tomtom.com/en_gb/business-and-government/bridge/extracare

After you have completed and submitted the form, an automated email will be sent assigning a request number to your submission. TomTom will review your request within two working days of receipt. TomTom will provide additional information once your request has been reviewed.

This TomTom Extra Care Service Plan (the "**Service Plan**") provides priority request handling (including advance swap) and enhanced service levels for TomTom Bridge devices (the "**Product**") for a fixed period. The Service Plan commences on the day TomTom notifies the Customer that their request has been accepted and the associated Service Plan fees have been paid in full. The Service Plan is subject to the terms and conditions contained in TomTom's Limited Warranty and the terms and conditions contained herein. The Service Plan is administered and provided by TomTom International B.V. ("**TomTom**"). Capitalized terms used herein but not defined shall have the meanings assigned to them in the Contract.

This is not a contract of insurance.

The Service Plan is subject to the following terms and conditions:

The Service Plan may only be purchased at the moment of Product purchase or within the fourteen (14) calendar day period after Product purchase. TomTom in its sole discretion and without prior notice may remove any Product from being eligible for inclusion in the Service Plan at any time prior to Service Plan purchase. This Service Plan applies to Products that are purchased by Customer and/or its affiliates and delivered by TomTom or a distributor under the Contract. This Service Plan sets forth how TomTom supports Customer and the request handling process. The current version of this Service Plan will always be available at <http://tomtom.com/legal>.

The Service Plan is valid for the time period specified above as identified as the Service Plan Start Date and the Service Plan End Date, or until cancelled by TomTom.

The Customer shall observe TomTom's recommendations and requirements concerning proper use and maintenance of TomTom Products. Customer shall maintain the Products in good technical condition, ensuring correct operation and applying safety measures to avoid damage.

Scope

The Service Plan will not be valid:

- (i) if the Product's serial number has been removed, altered, deleted, or made illegible;
- (ii) when the damage is caused by defects or malfunctions known to or discoverable by the Customer prior to the Service Plan Start Date;
- (iii) in respect of defects of a superficial nature that do not affect the proper operation of the Product; and/or
- (iv) in respect of damage willfully or purposefully caused by the Customer or by users permitted by Customer to use the Product.

The Service Plan does not include wear and tear, defects or damage resulting from accident, misuse, abuse, neglect, liquid damage or unauthorized modification of the Product.

The Service Plan does not include in-box accessories or additional accessories purchased, including but not limited to batteries, chargers, cables, SD cards, adapters, battery covers, screen protectors, personalized data, customized software, ancillary/peripheral equipment, setup or installation, adjustments, cleaning of components, routine maintenance or damage or loss caused by the use of the foregoing.

The Service Plan does not include failure or impairment of the Product due to computer viruses or similar unauthorized intrusive codes or programming.

To be valid, all requests made under the Service Plan must be submitted without undue delay from the appearance of the damage and in accordance with TomTom procedure.

Replacement of the Product will be provided on an exchange basis and will be a refurbished Product.

Any services performed by or on behalf of TomTom in rectifying damages or defects caused as a result of conditions not included in the Service Plan will be subject to additional charges covering labor, shipment, and parts.

TomTom may request Customer's Service Plan or other documentation to verify eligibility prior to handling a Service Plan request.

Service Processing

TomTom's handling of requests made under this Service Plan are conditional upon compliance with the certain conditions, including but not limited to:

- (i) Within seven (7) calendar days of the occurrence or appearance of the damage prompting the request, Customer must complete and submit the online request form (http://www.tomtom.com/en_gb/business-and-government/bridge/extracare) including the Product model, serial number, and other information reasonably requested by TomTom;
- (ii) the Customer must submit the request form prior to the Service Plan end date;

- (iii) It is the Customer's responsibility to back-up, archive and save any Product content and data before returning the Product. Any replacement Product will not include previous end-user or Customer content. Where possible, all Products must be reset to their original factory settings before returning to TomTom;
- (iv) Only Products authorized by TomTom for return may be returned under the corresponding RMA number;
- (v) A valid RMA number must be issued by TomTom before return shipment. RMA number is only valid for thirty (30) calendar days after date of issue, after which it time will be cancelled. Products returned to TomTom without an RMA number will not be processed and will be returned. All costs associated with such return will be charged to the Customer;
- (vi) Without making any representation or warranty, the estimated time required to process a request is fourteen (14) business days counting from the date of receipt by TomTom;
- (vii) After receipt of the Products, TomTom will assess the validity of each request. TomTom will approve or reject the request after a thorough inspection. Customer agrees to accept TomTom's determination as to the condition of the Product when submitting a request; and
- (viii) If TomTom rejects a request, Customer is not entitled to any service under the Service Plan or any reimbursement whatsoever. TomTom will return the rejected Products to the Customer.

Liability

Under no circumstance will TomTom and/or its affiliates, and/or any of their employees, agents, service providers, suppliers, sub-contractors, directors, officers or shareholders be liable for indirect, incidental or consequential loss or damage, including but not limited to loss of profit or loss of business, caused by the failure of the Product, loss of use of the Product or the repair, faulty repair or replacement of the Product, even if such loss or damage are attributable to or caused by the fault or negligence of TomTom and/or its affiliates and/or any of their employees, agents, service providers, suppliers or subcontractors.

TomTom's liability under the Service Plan is limited to the greater of the cost of the necessary repairs or the replacement cost of the Product.

TomTom does not exclude liability in respect of (i) loss or damage caused by willful intent or gross negligence, or (ii) injuries to or death of any person, caused by any of its officers, employees, agents or contractors.

Miscellaneous

1. This Service Plan, together with the TomTom's Limited Warranty, and all related Exhibits and Schedules, constitutes the entire agreement of the Parties with respect to the subject matter of this Service Plan, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter.
2. TomTom is entitled to amend the Service Plan. Such amendment(s) will enter into force on the effective date as notified to Customer. If an effective date is not officially announced, then the

amendment(s) affecting the Customer will enter into force on the date the Customer is notified of such amendment(s).

3. Customer shall not assign any of its rights hereunder without the prior written consent of TomTom. Any purported assignment in violation of this clause shall be null and void. Where TomTom grants consent to an assignment, Customer shall remain jointly and severally liable with the assignee for its acts and omissions. TomTom may assign the Service Plan to a company belonging to the TomTom group of companies.
4. No waiver under the Service Plan is effective unless it is in writing, identified as a waiver to this Agreement, and signed by an authorized TomTom representative. None of the following constitute a waiver: (i) any failure or delay in exercising any right, remedy, power, or privilege or in enforcing any condition under the Service Plan, or (ii) any act, omission, or course of dealing between the Parties.
5. If any term or provision of this Service Plan is invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other term or provision of the Service Plan or invalidate or render unenforceable such term or provision. Upon determination that any term or provision is invalid, illegal or unenforceable, the Parties will negotiate in good faith to modify the Plan to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.
6. The Parties do not confer any rights or remedies upon any person other than the Parties to the Service Plan and their respective successors and permitted assigns. Only Customer may enforce provisions of the Service Plan on TomTom.
7. The services stated herein are the full extent of the Customer's entitlement under the Service Plan.
8. Payment is due within the payment terms previously agreed between the Customer and TomTom in the Contract.
9. If Customer's account is overdue, TomTom may decline to process requests until payment has been made in full. If TomTom renders services for which the Customer fails to pay, TomTom reserves the right to institute collection proceedings. If Customer fails timely pay invoices as they become due, Customer shall pay all costs, expenses, and reasonable attorneys' fees resulting from the enforcement of this Service Plan or any right arising out of such breach.
10. If no requests are made under the Service Plan period between the Service Plan start date and the Service Plan end date, the purchase price paid for the Service Plan is not refundable. No cancellations and/or refunds are available.
11. Each dispute arising under or in relation to the Service Plan shall, in first instance, be settled by the competent court in Amsterdam, which will have exclusive jurisdiction in respect of any such disputes. The Plan is subject to Dutch law.
12. Out-of-Warranty requests: If a Product is defective because of misuse or negligence, such Product can be replaced for the then current out-of-warranty fee applicable to the Product in the Customer's country.

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