



Third Party Product Terms and EULA

References to "You" or "Your" in this document shall mean the individual person or entity using the Licensed Products.

All capitalized terms in this document shall have the same meaning as set forth in Your license agreement concluded with TomTom.

The following terms shall apply to the use of the Licensed Products:

1. Copyright notices applicable to the use of TomTom's map data:

In addition to the TomTom copyright notice(s) as detailed in Your license agreement with TomTom, You shall include the following copyrights, as applicable:

COVERAGE	DESCRIPTION
Algeria	© 2013-2017 TomTom-Nomago
Austria	© BEV, GZ 1368/2017
Belarus	© Source data. State committee on property of the Republic of Belarus, 2015 © Republic unitary organization <<Belgeodsia>>, 2016
Canada	© 2006 – 2017 TomTom. All rights reserved. This material is proprietary and the subject of copyright protection and other intellectual property rights owned or licensed to TomTom. The product includes information copied with permission from Canadian authorities, including © Canada Post Corporation and Department of Natural Resources Canada, All rights reserved. The use of this material is subject to the terms of a License Agreement. You will be held liable for any unauthorized copying or disclosure of this material. Adapted from Statistics Canada: Boundary Files, 2016 Census; Road Network File, 2016; and Census Population and Dwelling Count Highlight Tables, 2016 Census. This does not constitute an endorsement by Statistics Canada of this product The following copyright notice applies to the use of Administrative Area: © 2006 – 2017 TomTom. All rights reserved. Adapted from Statistics Canada: Boundary Files, 2016 Census: Census Population and Dwelling Count Highlight Tables, 2016. This does not constitute an endorsement by Statistics Canada of this product. The following copyright notice applies to the use of Post- FSA layer and 6-digit layer: © 2006 – 2017 TomTom. All rights reserved. This material is proprietary and the subject of copyright protection and other intellectual property rights owned or licensed to TomTom. The product includes information copied with permission from Canadian authorities, including © Canada Post Corporation, All rights reserved. The use of this material is subject to the terms of a License Agreement. You will be held liable for any unauthorized copying or disclosure of this material
Canada and United States	The following copyright notice applies to the use of Points of Interest: © 2006 – 2017 TomTom. All rights reserved. Portions of the POI database contained in Points of Interest North America have been provided by Neustar Localeze The following copyright notice applies to the use of Telecommunications: © 2017 Pitney Bowes. All rights reserved." In addition, for the following product layers Wire Center Boundaries, ILEC Boundaries, and Rate Center Boundaries, the following also applies: "This product contains information and/or data of Telcordia Technologies, Inc. (Telcordia) licensed to be included herein.
Canada, United States and Mexico	The following copyright notice applies to the use of TomTom Traffic: Portions of the data have been provided by Total Traffic & Weather Network, a division of iHeartMedia + Entertainment, Inc. © 2017. Total Traffic & Weather Network, a division of iHeartMedia + Entertainment, Inc. All rights reserved.
Denmark	© DAV, violation of these copyrights shall cause legal proceedings
France	(navigation devices only) Michelin data © Michelin 2017 The following copyright applies to the Advanced Navigable MAP and Address Points: Source: Direction générale des Finances Publiques – Cadastre; Updated 2017
Germany	GeoBasis-DE/Geobasis NRW 2017
Indonesia	© Base data Bakosurtanal
Japan	© Shobunsha Publications, Inc. © Shobunsha
Jordan	© Royal Jordanian Geographic center
Luxemburg	© FICHER DE BASE DES ADRESSES GEOCODEES : ADM. DU CADASTRE ET DE LA TOPOGRAPHIE (2017)" [© File taken from the database of geocoded addresses: Land Registry and Topography Administration (2017)]
Macao	Macao Special Administrative Region Government – Cartography and Cadastre Bureau
Malta	This product includes data from Mapping Unit, Malta Environment and Planning Authority and licensed on behalf of them" or "© Mapping Unit, Malta Environment and Planning Authority
Northern Ireland	Ordnance Survey of Northern Ireland
Russia	© ROSREESTR
South Korea	Based upon electronic data © Mappers Co., Ltd. All rights reserved
Switzerland	© Swisstopo
The Netherlands	Topografische ondergrond Copyright © dienst voor het kadaster en de openbare registers, Apeldoorn 2017
United Kingdom (excluding Northern Ireland)	Contains Ordnance Survey data © Crown copyright and database right 2017 Code-Point® Open data; Contains Royal Mail data © Royal Mail copyright and database right 2017 Contains National Statistics data © Crown copyright and database right 2017
United States	© United States Postal Service 2017

2. Additional provisions applicable to the use of the Licensed Products:

PRODUCT	COVERAGE	DESCRIPTION
All Licensed Products	China	You agree that any Licensed Product which contains data of China may be subject to additional terms and conditions which shall be provided to You when available to TomTom. China data may not be exported from China.
All Licensed Products	India	You agree that any Licensed Product which contains data of India may be subject to additional terms and conditions which shall be provided to You when available to TomTom. India data shall not be altered or changed during Your product creation / publication process.
All Licensed Products	South Korea	You agree that any Licensed Product which contains data of Korea may be subject to additional terms and conditions which shall be provided to You when available to TomTom. Korea data may not be exported from Korea. Data cannot be shipped to End Users in an open format (such as ESRI shapefile).
3D Landmarks	Global	You agree to include as soon as practically possible, but no later than the first new release of the Authorized Application following Your receipt of any 3D Landmarks, any copyright notices related to the display of such landmarks on every Authorized Application and in the "about box" of the Authorized Application. Notwithstanding the aforementioned, TomTom has the right to decide, at its sole discretion, to remove specific 3D Landmarks in subsequent releases of the Licensed Products. In such case, You will remove those 3D Landmarks from the Authorized Application as soon as practically possible, but not later than the first new release of the Authorized Application following Your receipt of the Update to the Licensed Product. TomTom shall not be held responsible for any possible damages, costs or expenses incurred by You related to such removal of a 3D Landmark by TomTom from the Licensed Product or failure to remove a 3D Landmark by You from the Authorized Application
GDF Viewer	Global	TomTom hereby grants to You a non-exclusive, non-transferable license to use the Software Licensed Products for the sole and limited purpose of assisting You in viewing, analyzing and sectioning the Licensed Products. In no event shall You use the Software Licensed Products to view, analyze, section or in any way manipulate spatial map data that is not provided by TomTom. You shall not derive or attempt to derive the source code of all or any portion of the Licensed Products by reverse engineering, disassembly, decompilation, translation or any other means. You shall affix the following copyright notice on any copy of the GDF Viewer, or any portion of the Licensed Products: "Software ©2011-2017 TomTom North America, Inc. All rights reserved.
Logistics	Canada, United States	© 2006 – 2017 TomTom. Truck Attribute Data © 2004 - 2017 ProMiles Software Development Corporation. All rights reserved. This material is proprietary and the subject of copyright protection and other intellectual property rights owned or licensed to TomTom. The product includes information copied with permission from Canadian authorities, including © Canada Post Corporation and Department of Natural Resources Canada, All rights reserved. The use of this material is subject to the terms of a License Agreement. You will be held liable for any unauthorized copying or disclosure of this material. Adapted from Statistics Canada: Boundary Files, 2016 Census; and Census Population and Dwelling Count Highlight Tables, 2016. This does not constitute an endorsement by Statistics Canada of this product.
Municipal Boundary	United States	You shall not use the Municipal Boundary layer of the Administrative Areas product to create or derive applications which are used by third parties for the purpose of tariff, tax jurisdiction, or tax rate determination for a particular address or range of addresses.
Points of Interest	Canada, United States	It is expressly prohibited to use the Points of Interest Licensed Product for (a) telephone call routing related applications; (b) screen pop applications, (c) CD-ROM director of other derivative directory product; (d) verification services; (e) caller name services; and (f) online marketing lead verification services. The Points of Interest Licensed Product cannot be licensed to the following companies, their commonly owned companies or aliases: Acxiom, Accudata, Allant, Alliance Data, eBeureau, Equifax, Experian, Knowledgebase Marketing, ChoicePoint, Harte-Hanks, Infutor, Donnelley Marketing, infoGroup, Trans Union, Transaction Network Services, and LexisNexis Following restrictions will apply to usage of the Brand Icon component: You agree that the use of the Brand Icon component is subject to the terms and conditions set forth in this Agreement and that there may be additional third party terms, conditions and restrictions to which the use of the Brand Icon component will be subject and which will be provided to the End User from time to time in the product release notes

Post- FSA layer and 6-digit layer	Canada	The 6-digit alpha/numeric Canadian Postal Codes contained in any Licensed Product cannot be used for bulk mailing of items through the Canadian postal system. Furthermore, the 6-digit alpha/numeric Canadian Postal Codes must be wholly contained in the Authorized Application and shall not be extractable. Canadian Postal Codes cannot be displayed or used for postal code look-up on the Internet, nor can they be extracted or exported from any application to be utilized in the creation of any other data set or application. Notwithstanding the above, an End User may optionally correct or derive Canadian Postal Codes using the Authorized Application, but only as part of the address information for locations (e.g.: of delivery points and depots) that have been set up in the Authorized Application, and optionally extract data for fleet management purposes.
Speed Profiles, TomTom Traffic and any other Traffic related Product	Global	Neither the Data nor the Licensed Products such as Speed Profiles or TomTom Traffic or any derivatives thereof shall be used for the purpose of enforcement of traffic laws including but not limited to the selection of potential locations for the installation of speed cameras, speed traps or other speed tracking devices. With regards to Speed Profiles, You acknowledge and agrees that the actual speeds may not reflect the legally imposed speed limits.
Traffic Message Channel Table	Austria	 The location and event code (version 3.1) has been provided by ASFINAG.
TomTom Traffic	Canada, Mexico, United States	The TomTom Traffic Licensed Product may not be delivered by FM Radio, HD Radio or Hybrid Radio. The TomTom Traffic Licensed Product may not be licensed or provided to INRIX, HERE, Radiate Media or any radio or television broadcaster in North America
	Global	You specifically agree that it shall not: (i) store the data for more than twenty-four (24) hours on Your servers; (ii) broadcast or make TomTom Traffic Licensed Product available except to authorized End Users; and (iii) use the feed or information received via the feed for historical data purposes (including but not limited to collection or analysis).
TomTom Flow	Global	You specifically agrees that it shall not: (i) store the data for more than twenty-four (24) hours on Your servers; (ii) broadcast or make TomTom Traffic Licensed Product available except to authorized End Users; and (iii) use the feed or information received via the feed for historical data purposes (including but not limited to collection or analysis).

3. Third party terms applicable to the use of the Licensed Products:

TomTom uses third party data (including open source data) in its Licensed Products. For each such Licensed Product that TomTom distributes, TomTom provides source attribution, where applicable.

3.1. Advanced Navigable Map

COVERAGE	DESCRIPTION
Australia	In New South Wales this product contains road centerline geometry from NSW Land Property Information licensed under CC-BY 3.0 AU . © Land and Property Information [2015]. Further information available here: http://spatialservices.finance.nsw.gov.au/mapping_and_imagery/lpi_web_services
	In Queensland this product contains road centerline geometry from QLD Transport and Main Roads authority made available by the Queensland open data portal and licensed under CC-BY 3.0 AU . Further information available here: https://data.qld.gov.au/dataset/state-controlled-roads-queensland
	In South Australia this product contains road centerline geometry from SA Department of Planning Transport and Infrastructure made available by the South Australian government and licensed under CC-BY 4.0 . Further information available here: http://data.sa.gov.au/data/organization/department-of-planning-transport-and-infrastructure https://data.sa.gov.au/copyright
	In Tasmania this product contains road centerline attribution from the Tasmanian Government Transport agency. http://www.transport.tas.gov.au/roadsafety/speed
	In Victoria this product contains cartographic information (roads, speed restriction, vehicle restrictions) made available by the Victorian Government open data portal licensed under CC-BY 4.0 . Further information here: http://vicroadsopendata.vicroadsmaps.opendata.arcgis.com/ https://www.data.vic.gov.au/data/dataset
	In Western Australia this product contains medium scale road centerline geometry from Landgate made available by the Western Australian Government via their open that portal licensed under CC-BY 4.0 http://catalogue.beta.data.wa.gov.au/dataset/roads-lgate-012 http://opendefinition.org/od/2.0/en/
Italy	This product contains cartographic information (street names, address points) made available by the Regione Lombardia and offered under Italian Open Data License (IODL 2.0) http://www.dati.gov.it/iodl/2.0/ available at the following address: http://www.geoportale.regione.lombardia.it/en/i.i.t.-della-lombardia
	This product contains cartographic information from Comune di Milano 1)– Servizio Sit e Statistica made available at https://geoportale.comune.milano.it/sit/open-data/ under license

	Creative Commons Attribution (CC BY 2,5) 2) Web portal available at https://www.comune.milano.it/wps/portal/ist/it/vivicitta/verde/parchi Under license Creative Commons Attribution (CC BY 3.0) (http://www.comune.milano.it/wps/portal/ist/it/extra/others/footer/legal) This product contains cartographic information (street names, address points) made available by Regione Emilia Romagna and offered under Creative Commons Attribution (CC BY 2.5) available at following address http://geoportale.regione.emilia-romagna.it/it/catalogo/dati-cartografici/cartografia-di-base/database-topografico-regionale/gestione-viabilita-indirizzi/toponimi-e-numeri-civici This product contains cartographic information (street names, address points) made available by Comune di Torino and offered under Italian Open Data License (IODL 2.0) available at following address http://aperto.comune.torino.it/?q=node/504 This product contains cartographic information (street names, address points) made available by Regione Veneto and offered under Italian Open Data License (IODL 2.0) available at following address http://dati.veneto.it/dataset This product contains cartographic information (street names, address points) made available by Regione Toscana and offered under Creative Commons Attribution (CC BY 2.5), according to the legislation available at http://www.regione.toscana.it/documents/10180/492172/Decreto-2014_02_25n663.pdf/162db905-95fd-4b5e-bc41-88a629b5a3e5 and Regolamento http://raccoltanormativa.consiglio.regione.toscana.it/articolo?urndoc=urn:nir:regione.toscana:regolamento.giunta:2007-02-09;6/R&pr=idx,0;artic,1;articparziale,0, data available at following address http://dati.toscana.it/dataset/grafico-civici This product contains cartographic information (area info) made available by Comune di Roma at http://dati.comune.roma.it/cms/it/dettaglio_ambiente.page?contentId=DTS5931 under license Creative Commons Attribution (CC BY 4.0) This product contains data (house numbers, geographical and statistical info on administrative areas) made available under the Istituto Nazionale di Statistica and offered under Creative Commons- Attribution (CC-by 3.0) license in: http://www.istat.it/it/archivio/678 and http://datiopen.istat.it/
Macao	This product contains Road Geometry data made available by Macao Special Administrative Region Government – Cartography and Cadastre Bureau: http://www.dscc.gov.mo/ENG/copyright.html
New Zealand	This product contains cartographic information (geometry, street names) made available by LINZ and sourced from the LINZ Data Service and licensed under the Creative Commons Attribution 3.0 New Zealand license This product contains cartographic information (geometry) made with the help of Aerial Imagery made available by LINZ and sourced from the LINZ Data Service and licensed by various government agencies for re-use under the Creative Commons Attribution 3.0 New Zealand license This product contains cartographic information (crash data) made available by New Zealand Transport Agency licensed under CC-BY 3.0 NZL. Further information here: http://www.nzta.govt.nz/resources/grouped-crash-sites This product contains cartographic information (geometry, lane information, street names) made available by New Zealand Transport Agency on agreement on a case by case basis. Further information here: https://www.nzta.govt.nz/about-us/about-this-site#privacy https://www.nzta.govt.nz/projects/
Norway	Contains data under the Norwegian licence for Open Government data (NLOD) distributed by Statens Vegvesen
Romania	This product contains postal code data of Poșta Română made available under Open Government License: http://data.gov.ro/base/images/logoinst/OGL-ROU-1.0.pdf http://data.gov.ro/dataset/coduri-postale-romania
Spain	This product contains cartographic information (geometry, street names, traffic flow) made available by Ajuntament de Lleida under legal terms available here: http://www.paeria.es/cas/avisLegal.asp This product contains cartographic information (geometry, street names, traffic flow) made available by Ayuntamiento de Logroño under legal terms available here: http://web.logro-o.org/giswebpgm/ayuda/condicionesuso.html

3.2. Address Points:

COVERAGE	DESCRIPTION
Andorra	This product contains cartographic information (geometry, street names, traffic flow, address points) made available by Govern d'Andorra under legal terms available here: https://www.govern.ad/avis-legal
Australia	This product contains address point data made available in the PSMA Geocoded National Address File (G-NAF) offered via the Australian Federal Government open data portal under EULA terms based on Creative Commons license CC BY 4.0 with the following special restriction. For Specifics please reference: https://data.gov.au/dataset/geocoded-national-address-file-g-naf/resource/09f74802-08b1-4214-a6ea-3591b2753d30
Canada	This product contains address point data made available under the city of Vancouver's Open Data framework as documented on August 6, 2012 in: vancouver.ca/open-government-licence Contains public sector Datasets made available under the City of Toronto's Open Data Licence v2.0." This is specified in their terms available here: http://www1.toronto.ca/wps/portal/contentonly?vgnextoid=4a37e03bb8d1e310VgnVCM10000071d60f89RCRD

	Contains information licensed under the Open Government Licence – Strathcona County. For specifics, please reference: https://data.strathcona.ca/licence
	Contains information licensed under the Open Government Licence – County of Grande Prairie. For specifics, please reference: http://www.countygp.ab.ca/EN/main/community/maps-gis/open-data/open-data-licence.html
	Contains information licensed under the Open Government Licence – Canada. For specifics, please reference: http://open.canada.ca/en/open-government-licence-canada
	Contains information licensed under the Calgary Regional Partnership Open Data Licence. For specifics, please reference: http://calgaryregion.ca/dam/Website/reports/General/GIS/Public-documents/Calgary-Regional-Partnership-Open-Data-Licence/Calgary%20Regional%20Partnership%20Open%20Data%20Licence.pdf
	Contains information licensed under the Open Government Licence – Banff. For specifics, please reference: http://www.banffopendata.ca/Home/About
	Contains information licensed under the Open Data License – City of Grande Prairie. For specifics, please reference: http://www.cityofgp.com/index.aspx?page=2332
	Contains information licensed under the Open Government Licence – City of Victoria. For specifics, please reference: http://www.victoria.ca/EN/main/city/open-data-catalogue/open-data-licence.html
	Contains information licensed under the Open Government Licence – Halifax. For specifics, please reference: http://www.halifax.ca/opendata/OD_TermsOfUse.php
	Contains information provided by the City of Guelph under an open government license. For specifics, please reference: http://data.open.guelph.ca/pages/open-government-licence
	Contains information licensed under the Open Government Licence – Haldimand County. For specifics, please reference: http://opendata.haldimandcounty.on.ca/
	Contains information provided by the City of Hamilton under an open government license. For specifics, please reference: http://www2.hamilton.ca/NR/rdonlyres/C58984A4-FE11-40B9-A231-8572EB922AAA/0/OpenDataTermsAndConditions_Final.html
	Contains information licensed under the Open Government Licence – Niagara Region. For specifics, please reference: http://www.niagararegion.ca/government/opendata/terms-of-use.aspx
	Contains information licensed under the Open Government Licence – Town of Oakville. For specifics, please reference: http://www.oakville.ca/data/open_data_licence.html
	Contains information licensed under the Open Government Licence – The Corporation of the City of Windsor. For specifics, please reference: http://www.citywindsor.ca/opendata/Documents/OpenDataTermsOfUse.pdf
	Contains information licensed under the Open Government Licence – City of Regina. For specifics, please reference: https://www.regina.ca/residents/open-government/open-government-licence/
	Contains information licensed under the Open Government License – British Columbia.
	Contains information licensed under the Open Government License – City of Surrey.
	Contains public sector datasets made available under the City of Brandon's Open Data License. For specifics, please reference: http://opengov.brandon.ca/terms.aspx
	Contains information licensed under the Open Government License – Winnipeg. For specifics, please reference: https://data.winnipeg.ca/open-data-licence
	Contains information licensed under the GeoNB Open Data Licence. For specifics, please reference: http://geonb.snb.ca/documents/license/geonb-odl_en.pdf
	Contains information licensed under the Open Government Licence – The Corporation of the Municipality of Chatham-Kent.
	Contains information licensed under the Open Government Licence – Niagara Region. For specifics, please refer: https://niagaraopendata.ca/pages/open-government-licence-2-0-niagara-region
	Contains information licensed under the Open Government Licence – City of Welland.
	Contains information licensed under the Open Government Licence – Prince Edward Island. For specifics, please reference: https://www.princeedwardisland.ca/en/information/finance/open-government-licence-prince-edward-island
	Contains information licensed under the Open Government License – Kamloops. For specifics, please reference: http://www.kamloops.ca/maps/disclaimer.html
	Contains information licensed under the Open Government License – Nanaimo. For specifics, please reference: http://www.nanaimo.ca/EN/main/departments/information-technology/DataCatalogue/Licence.html
	Contains information licensed under the Open Government License – City of New Westminster. For specifics, please reference: http://opendata.newwestcity.ca/licence
	Contains information licensed under the Open Government License – City of Prince George. For specifics, please reference: http://pqmap.princegeorge.ca/opendata/CityofPrinceGeorge_Open_Government_Licence_Open_Data.pdf

	Contains Information licensed under the Open Government Licence – Brantford. For specifics, please reference: http://www.brantford.ca/govt/projects/opendata/Pages/OpenDataLicence.aspx Contains data for Gatineau, QC made available through Creative Commons Attribution 4.0 International. For specifics, please reference: https://creativecommons.org/licenses/by/4.0/legalcode Contains data for Laval, QC made available through Creative Commons Attribution 4.0 International. For specifics, please reference: https://creativecommons.org/licenses/by/4.0/legalcode Contains data for Longueuil, QC made available through Creative Commons Attribution 4.0 International. For specifics, please reference: https://creativecommons.org/licenses/by/4.0/legalcode Contains data for Montreal, QC made available through Creative Commons Attribution 4.0 International. For specifics, please reference: https://creativecommons.org/licenses/by/4.0/legalcode Contains data for Rimouski, QC made available through Creative Commons Attribution 4.0 International. For specifics, please reference: https://creativecommons.org/licenses/by/4.0/legalcode
Italy	<i>This product contains address point data made available under the Comune di Verona in:</i> http://www.comune.verona.it/ngcontent.cfm?a_id=37426 <i>This product contains address point data made available under the Comune di Vicenza in:</i> http://www.comune.vicenza.it/servizi/opendata.php/76184 <i>This product contains address point data from Comune di Milano – Servizio Sit e Statistica</i> <i>This product contains address point data made available under the Provincia di Biella in:</i> http://cartografia.provincia.biella.it/on-line/Home/Repertorio/Consultazione/articolo3000217.html <i>This product contains address point data made available by Comune di Torino and offered under Italian Open Data License (IODL 2.0) available at following address</i> http://aperto.comune.torino.it/?q=node/504 <i>This product contains address point data made available under the Comune di Firenze and offered under Creative Commons- Attribution (CC-by 3.0) license in:</i> http://opendata.comune.fi.it/statistica_territorio/dataset_0040.html <i>This product contains address point data made available by Regione Emilia Romagna and offered under Creative Commons Attribution (CC BY 2.5) available at following address</i> http://geoportale.regione.emilia-romagna.it/it/catalogo/dati-cartografici/cartografia-di-base/database-topografico-regionale/gestione-viabilita-indirizzi/toponimi-e-numeri-civici <i>This product contains address point data made available by Regione Toscana and offered under Creative Commons Attribution (CC BY 2.5), according to the legislation available at</i> http://www.regione.toscana.it/documents/10180/492172/Decreto-2014_02_25n663.pdf/162db905-95fd-4b5e-bc41-88a629b5a3e5 and Regolamento http://raccoltanormativa.consiglio.regione.toscana.it/articolo?urndoc=urn:nir:regione.toscana:regolament_o.giunta:2007-02-09:6/R&pr=idx,0;artic,1;articparziale,0, data available at following address http://dati.toscana.it/dataset/grafico-civici <i>This product contains address point data made available by Regione Veneto and offered offered under Italian Open Data License (IODL 2.0) available at following address</i> http://dati.veneto.it/dataset <i>This product contains address point data made available by Regione Autonoma Friuli Venezia Giulia and offered under ITALIA OPEN DATA LICENSE V2.0 (IODL 2.0). Data are available at following address :</i> http://www.regione.fvg.it/rafvq/cms/RAFVG/ambiente-territorio/conoscere-ambiente-territorio/ <i>This product contains address point data made available by Regione Umbria and offered under CC BY License. Data are available at following address :</i> http://www.umbriageo.regione.umbria.it/pagine/servizi-wms-attivi?permalink=servizi-wms-attivi&permalink=servizi-wms-attivi <i>This product contains address point data made available by Regione Lombardia and offered under Italian Open Data License (IODL 2.0) available at the following address:</i> http://www.geoportale.regione.lombardia.it/en/i.i.t.-della-lombardia
New Zealand	<i>This product contains address point data made available in the New Zealand Address Dataset which is sourced from New Zealand Post and Land Information New Zealand (LINZ). New Zealand Post copyright reserved. Data sourced from LINZ Data Service is subject to Creative Commons Attribution 3.0 New Zealand license</i>
Spain	<i>This product contains address point data made available under the Gobierno de Navarra and offered under Creative Commons- Attribution (CC-by 3.0) license in:</i> http://idena.navarra.es/busquedas/catalogo/descargas/descargas.page <i>This product contains address point data made available by la Comunidad de Madrid with the product NomeCalles offered by El Instituto de Estadística de la Comunidad de Madrid in:</i> http://www.madrid.org/nomecalles/DescargaBDTCorte.icm <i>This product contains address point data made available by la Dirección General del Catastro del Ministerio de Economía y Hacienda in:</i> https://www.sedecatastro.gob.es/OVCFrames.aspx?TIPO=TIT&a=masiv <i>This product contains cartographic information (geometry, street names, traffic flow, address points) made available by Ajuntament de El Prat de Llobregat under legal terms available here:</i> http://www.elprat.cat/plantilles/pr_re_mactfilll_1c_imfl/_uGU6aDOKh21PMmm2WqoT4ZOhxsiMHAS0S7PZ_C2PCFqo <i>This product contains cartographic information (geometry, street names, traffic flow, address points) made available by Ayuntamiento de Valencia under legal terms available here:</i> http://www.valencia.es/ayuntamiento/DatosAbiertos.nsf/vDocumentosTituloAux/Condiciones%20de%20uso?opendocument&lang=1&nivel=5&seccion=1 <i>This product contains cartographic information (geometry, street names, traffic flow, address points) made available by Ajuntament de Sant Feu de Llobregat under legal terms available here:</i> https://www.santfeui.cat/common/misc/widget_container.faces?xmid=11796 <i>This product contains cartographic information (geometry, street names, traffic flow) made available by Ayuntamiento de Vitoria-Gasteiz under Creative Commons Reconocimiento 3.0 España available here:</i>

	http://creativecommons.org/licenses/by/3.0/es/legalcode.es
United States	Contains data made available by the Rhode Island Geographic Information System (RIGIS) consortium, the State of Rhode Island, and the University of Rhode Island. For specifics, please reference: http://www.rigis.org/information

3.3. Digital Elevation Model

COVERAGE	DESCRIPTION
Global	This product is built on basis on the following elevation data: SRTM, GTOPO, NED data available from the US Geological Survey https://lta.cr.usgs.gov/products_overview

3.4 Logistics

COVERAGE	DESCRIPTION
Australia	In Tasmania this product contains load limited roads and bridges information made available by Tasmania Government's Department of State Growth that is licensed under CC-BY 4.0 https://data.gov.au/dataset/499f9354-9818-45b8-84d3-6b4f2e236cfd In Western Australia this product contains vehicle restriction data made available by Main Roads Western Australian via their open data portal that is licensed under CC-BY 4.0 https://catalogue.data.wa.gov.au/dataset/strt-structures
New Zealand	In New Zealand this product contains load limited roads and bridges information made available by the New Zealand Transport Agency and various Councils licensing under CC-BY 4.0 . https://nzta.maps.arcgis.com/apps/webappviewer/index.html?id=28cbbf52c1664e92a1a84d6a5bdcf575

3.5. Points of Interest

COVERAGE	DESCRIPTION
Australia	Australian Federal Government Data is used for the following categories: National Toilet Map, Centrelink, Medicare, and Aged Care Facilities. These are available under the Creative Commons Attribution 3.0 Australia license which can be found here https://creativecommons.org/licenses/by/3.0/au/legalcode The datasets for The National Foreign Embassies and Consulates, and PSMA are available under the Creative Commons Attribution 4.0 which can be found here: https://creativecommons.org/licenses/by/4.0
Austria	This product ('https://open.wien.gv.at/site/open-data/') - Open Government Data Wien - contains Child care facilities, driving schools, libraries. License information (CC BY 3.0 AT) can be found here: https://open.wien.gv.at/site/open-data/nutzungsbedingungen/ https://creativecommons.org/licenses/by/3.0/at/deed.de
Belgium	<i>This product contains School and University data</i> made available by Vlaanderen Open Data framework as documented on march, 18, 2013. This is specified in their terms available here: http://opendataforum.info/Docs/Modellicentie%20%20Gratis%20Open%20Data%20Licentie.htm <i>This product contains public sector information data</i> made available by city of Antwerp under Free Open Data License Vlaanderen v1.0 license. The license can be found at: http://opendata.antwerpen.be/gratis-open-data-licentie <i>This product contains UrbIS Maps data</i> made available by CIRB - CIBG under Open Data License. The license can be found at: http://www.bric.irisnet.be/en/our-solutions/urbis-solutions/download <i>This product contains Public Transport Stop data</i> made available by TEC under Creative Commons - Attribution (CC BY 4.0) license. The license can be found at: http://opendata.awt.be/dataset/tec <i>This product contains public sector information data</i> made available by Toerisme Vlaanderen under Free Open Data License Vlaanderen v1.2 license. The license can be found at: http://www.toerismevlaanderen.be/opendata
Canada	Contains information provided by TransLink (South Coast British Columbia Transportation Authority) under the modified open GTFS Data Terms of Use Agreement. For specifics, please reference: https://developer.translink.ca/ServicesGtfs/GtfsData Contains information provided by the City of Toronto under the Open Government Licence - Toronto Agreement. For specifics, please reference: http://www1.toronto.ca/wps/portal/contentonly?vgnextoid=4a37e03bb8d1e310VgnVCM10000071d60f89RCRD&vgnextfmt=default Contains information provided by Société de transport de Montréal (STM) under the GTFS Data Terms of Use Agreement. For specifics, please reference: http://www.stm.info/en/about/developers/terms-use Contains information provided by Montréal Metropolitan Transportation Agency (ATM) under the License of Open Data L'agence Métropolitaine de Transport (AMT). For specifics, please reference: https://www.amt.qc.ca/Media/Default/pdf/section8/amt-licence-donnees-ouvertes.pdf
Cyprus	Contains Geographic features point of interest provided by National Open Data Portal with License CC BY 4.0. Data are available at :

	http://www.data.gov.cy/mof/papd/dataportal/dataportal.nsf/All/E419DD74412F851DC225805800394BB7?OpenDocument
France	This product contains Public Transport Data of Paris and its region made available by the region Ile de France license in: http://wiki.data.gouv.fr/wiki/Licence_Ouverte_/Open_Licence http://wiki.data.gouv.fr/images/0/05/Open_Licence.pdf
	This product contains Public Transport Data of Marseille Provence Métropole and made available by the Open Paca license in: http://wiki.data.gouv.fr/wiki/Licence_Ouverte_/Open_Licence http://wiki.data.gouv.fr/images/0/05/Open_Licence.pdf
	This product contains Public Transport Data of Toulouse and its region made available by the Tisséo SMTC license in: http://data.toulouse-metropole.fr/ http://data.toulouse-metropole.fr/la-licence (ODbl)
	This product contains Public Transport Data of Rennes and its region made available by Rennes Métropole license in: http://www.data.rennes-metropole.fr/fileadmin/licence/licence_ODBL_RM.pdf
	This product contains Public Transport Data of Nantes and its region made available by Nantes Métropole license in: https://data.nantes.fr https://data.nantes.fr/fileadmin/nm_opendata/pdf/Licence_ODBL_VF_Nantes.pdf
	This product contains Public Transport Data of La Saône et Loire and its region made available by le conseil general de Saône et Loire license in:: www.opendata71.fr http://wiki.data.gouv.fr/images/0/05/Open_Licence.pdf
	This product contains Public Transport Data of Montpellier and its region made available by the region Ile de France license in: http://opendata.montpelliernumerique.fr http://wiki.data.gouv.fr/images/0/05/Open_Licence.pdf
	This product contains Public Transport Data of Nancy and its region made available by the region Ile de France license in: http://opendata.grand-nancy.org/ http://wiki.data.gouv.fr/images/0/05/Open_Licence.pdf
	This product contains public sector information licensed under an Open Licence (Sport Centers). This is specified here: https://www.data.gouv.fr/fr/datasets/recensement-des-equipements-sportifs-espaces-et-sites-de-pratiques/ The license is found here: https://wiki.data.gouv.fr/wiki/Licence_Ouverte_/Open_Licence
	This product contains public sector information licensed under an Open Licence (Schools). This is found here: https://www.data.gouv.fr/fr/datasets/etablisements-d-enseignement-des-premier-et-second-degres-et-structures-administratives-de-l-educat/ The license can be found here: https://wiki.data.gouv.fr/wiki/Licence_Ouverte_/Open_Licence
Italy	<i>This product contains Public Transport Stop data</i> made available by Government (Comune di Milano) under Creative Commons Zero license. The license can be found at: http://dati.comune.milano.it/dato/item/181-181-%20Mobilità-%20ATM%20-%20Fermate%20linee%20di%20superficie%20urbane.html
	<i>This product contains Public Transport Stop data</i> made available by Ministero dell'Istruzione, dell'Università e della Ricerca MIUR, under Creative Commons 3.0 license. The license can be found at: http://www.tper.it/azienda/tper-open-data Remarks related to CC3 available at http://creativecommons.org/licenses/by/3.0/it/
	This product contains Public Transport Stop data made available by Agenzia per la Mobilità Roma under Creative Commons 3.0 license. The license can be found at: http://www.agenziamobilita.roma.it/servizi/open-data/dataset.html Remarks related to CC3 available at http://creativecommons.org/licenses/by/3.0/it/
	This product contains School Point of interest, made available by Ministero under Italian Open Data License v2.0 license. The license can be found at: http://www.dati.gov.it/content/italian-open-data-license-v20 Open Data available at : http://www.dati.gov.it/content/italian-open-data-license-v20
	This product contains Public Transport Stop data made available by Government (Comune di Firenze) under Creative Commons 3.0 license. The license can be found at: http://opendata.comune.fi.it/mobilita_sicurezza/dataset_0196.html Remarks related to CC3 available at http://creativecommons.org/licenses/by/3.0/it/

Moldova	This product contains 'Point of Interest' (POI) data of Republic of Moldova made available by Government Open Data Portal: http://date.gov.md
Spain	This product contains public transport stops data made available by Ajuntament de Barcelona under Creative Commons Reconocimiento 3.0 España available here: http://creativecommons.org/licenses/by/3.0/es/legalcode.es
	This product contains Libraries and Museums data made available by Junta de Castilla y León under Licencia Creative Commons-Reconocimiento (CC-by 3.0) available here: http://creativecommons.org/licenses/by/3.0/es/
	This product contains public transport stops and sports centers data made available by Ayuntamiento de Lorca under Legal Terms available here: http://datos.lorca.es/avisolegal/
	This product contains several data (cementerios, parking garages and sports centers) made available by Ayuntamiento de Madrid under Legal Terms available here: http://datos.madrid.es/portal/site/egob/menuitem.619dfa2990e56405bb8d69f6ecd08a0c/?vgnextoid=b4c412b9ace9f310VqnVCM100000171f5a0aRCRD
	This product contains several data (Important Tourist Attractions, Libraries, Museums, Cemeteries, Parking Garages, Places of Worship, Shops, Sports Centers and Theaters) made available by Ajuntament de València under Licencia Creative Commons-Reconocimiento (CC-by 4.0) available here: http://creativecommons.org/licenses/by/4.0/deed.es
	This product contains public transport stops data made available by EMT Madrid under Legal Terms available here: http://opendata.emtmadrid.es/opendata.emtmadrid.es/files/6f/6faf8916-0e5a-4d2b-b2d3-ac0b33ca8cba.pdf
	This product contains public transport stops data made available by Ayuntamiento de Málaga under Creative Commons Reconocimiento-Compartir Igual 3.0 España available here: http://creativecommons.org/licenses/by-sa/3.0/es/
	This product contains public transport stops data made available by Ayuntamiento de Zaragoza under Legal Terms available here: https://www.zaragoza.es/ciudad/servicios/avisolegal.htm#condiciones
	This product contains several data (Cemeteries, Sports Centers and Theaters) made available by Diputación Pontevedra under Licencia de Creative Commons Reconocimiento 3.0 Unported available here: http://creativecommons.org/licenses/by/3.0/deed.es_ES
	This product contains public information regarding national cartography (administrative areas and centre of settlement) made available by Instituto Geográfico Nacional de España under legal terms available here: http://www.ign.es/ign/layoutIn/avisolegal.do
The Netherlands	<i>This product contains public transport stops data made available under 9292 Open Data framework as documented on march 2013. This is specified in their terms available here:</i> http://9292opendata.org/sla
	This product contains School and University data made available by Dienst Uitvoering Onderwijs under Creative Commons- Attribution (CC0 1.0 Universal) license in: http://data.duo.nl/organisatie/open_onderwijsdata/databestanden/hergebruik/default.asp
	This product contains Restaurant, Hotel, Museum, Tourist Attraction, Shops and other tourist locations data made available by Amsterdam Open Data under Creative Commons- Attribution (CC0 1.0 Universal) license in: http://www.amsterdamopendata.nl/about-the-programme
United Kingdom	This product contains public sector information (public transport stops data) licensed under the Open Government Licence v2.0. This is specified here: http://data.gov.uk/dataset/naptan The license can be found here: http://www.nationalarchives.gov.uk/doc/open-government-licence/version/2/
	<i>This product contains Sports venues locations data made available by Sport England under Open Government Licence v2.0 (and amended to DATA LICENCE AGREEMENT FOR ACTIVE PLACES AND SPOGO DATA) in:</i> https://spogo.co.uk/developer-area The license can be found at: https://spogo.co.uk/active-places-license
	This product contains public sector information (publicly accessible charge points) licensed under the Open Government Licence v2.0. This is specified here: http://data.gov.uk/dataset/national-charge-point-registry The license can be found at: http://www.nationalarchives.gov.uk/doc/open-government-licence/version/2/
	This product contains public sector information licensed under the Open Government Licence v2.0. Data download page: http://www.nhs.uk/aboutnhschoices/contactus/pages/freedom-of-information.aspx The license can be found at: http://www.nationalarchives.gov.uk/doc/open-government-licence/version/2/
	This product contains data made available by Historic England 2015. Contains Ordnance Survey data © Crown copyright and database right 2015 The Historic England GIS Data contained in this material was obtained on 12/08/2015. The most publicly available up to date Historic England GIS Data can be obtained from: http://www.HistoricEngland.org.uk Data download page: https://services.historicengland.org.uk/NMRDataDownload/default.aspx The license can be found at:

	https://www.ordnancesurvey.co.uk/business-and-government/licensing/using-creating-data-with-os-products/os-opendata.html This product contains public sector information licensed under the Open Government Licence v3.0. Data download page: http://data.historic-scotland.gov.uk/pls/htmldb/f?p=2000:10:0 : The license can be found at: http://www.nationalarchives.gov.uk/doc/open-government-licence/version/3/
	This product contains designated Historic Asset GIS Data from the Welsh Historic Environment Service, licensed under the Open Government Licence. Data download page: http://lle.wales.gov.uk The license can be found at: http://www.nationalarchives.gov.uk/doc/open-government-licence/version/3/
	This product contains public sector information licensed under the Open Government Licence v3.0. Data download page: http://ratings.food.gov.uk/ The license can be found at: http://www.nationalarchives.gov.uk/doc/open-government-licence/version/3/
	This product contains data made available by Visit Wales and licensed under the Open Government Licence v3.0. Data download page: http://www.visitwales.com The license can be found at: http://www.nationalarchives.gov.uk/doc/open-government-licence/version/3/
	This product contains data made available by the Northern Ireland Department of Education and licensed under the Open Government Licence v3.0. Data download page: http://apps.deni.gov.uk/appinstitutes The license can be found at: http://www.nationalarchives.gov.uk/doc/open-government-licence/version/3/
United States	Contains information provided by MassDOT under the Massachusetts Department of Transportation Developers License Agreement. For specifics, please reference: http://www.massdot.state.ma.us/Portals/0/docs/developers/develop_license_agree.pdf

3.6 World Boundary Map

COVERAGE	DESCRIPTION
Global	This product is built on basis on the following elevation data: SRTM, GTOPO, NED data available from the US Geological Survey https://lta.cr.usgs.gov/products_overview This product is built on basis on the following elevation data: 2-minute Gridded Global Relief Data (ETOPO2v2) available from U.S. Department of Commerce, National Oceanic and Atmospheric Administration, National Geophysical Data Center http://www.ngdc.noaa.gov/mgg/fliers/06mkg01.html

4. End User License Agreement

Restrict the license for End User's own internal business or personal use and not for resale, distribution, sublicense or commercial use.

Include a provision acknowledging that the Licensed Products are the confidential information of TomTom and prohibiting disclosure of the Licensed Products to third parties.

Expressly prohibit unauthorized copying.

Prohibit the removal or obscuring of any copyright, trademark notice, or restrictive legend.

Include a provision whereby TomTom shall have the right to audit the Distributor, Licensee Value Added Reseller or End User.

Include a provision whereby TomTom is a third party beneficiary of Your rights under the End User License Agreement. For example:

The covenants and obligations undertaken by the End User herein are intended for the direct benefit of TomTom and may be enforced by TomTom directly against the End User.

Include the following limitation of liability language:

NEITHER TOMTOM NOR ITS SUPPLIERS SHALL BE LIABLE TO THE UNDERSIGNED FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT OR EXEMPLARY DAMAGES ARISING OUT OF THIS AGREEMENT, INCLUDING LOST PROFITS OR COSTS OF COVER, LOSS OF USE OR BUSINESS INTERRUPTION OR THE LIKE, REGARDLESS OF WHETHER THE PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, TOMTOM OR ITS SUPPLIERS SHALL HAVE NO MONETARY LIABILITY TO THE UNDERSIGNED FOR ANY CAUSE (REGARDLESS OF THE FORM OF ACTION) UNDER OR RELATING TO THIS AGREEMENT.

Disclaim all warranties of TomTom and its suppliers of the same scope as in this Agreement. For example:



THE LICENSED PRODUCTS ARE PROVIDED ON AN "AS IS" AND "WITH ALL FAULTS BASIS" AND TOMTOM AND ITS SUPPLIERS EXPRESSLY DISCLAIM ALL 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. NO ORAL OR WRITTEN ADVICE OR INFORMATION PROVIDED BY TOMTOM OR ANY OF ITS AGENTS, EMPLOYEES OR THIRD PARTY PROVIDERS SHALL CREATE A WARRANTY, AND YOU ARE NOT ENTITLED TO RELY ON ANY SUCH ADVICE OR INFORMATION. THIS DISCLAIMER OF WARRANTIES IS AN ESSENTIAL CONDITION OF THE AGREEMENT.

End User shall not use the Authorized Application to create (or assist in the creation of) a digital map database. A "digital map database" means a database of geospatial data containing the following information and attributes: (x) road geometry and street names; or (y) routing attributes that enable turn-by-turn navigation on such road geometry; or (z) latitude and longitude of individual addresses and house number ranges.

End User shall not use the Authorized Application to provide competitive information about TomTom or its products to third parties.

Licensee shall not use the Licensed Products for in-flight or drone navigation or in connection with any high risk systems, devices, products or services that are critical to the health and safety or security of people and property.

In the event that any End User is a government entity, include the following:

U.S. GOVERNMENT RIGHTS. If End User is an agency, department, or other entity of the United States Government, or funded in whole or in part by the United States Government, then use, duplication, reproduction, release, modification, disclosure or transfer of this commercial product and accompanying documentation, is restricted in accordance with the LIMITED or RESTRICTED rights as described in any applicable DFARS or FAR. In case of conflict between any of the FAR and/or DFARS that may apply to the Licensed Product, the construction that provides greater limitations on the Government's rights shall control. Contractor/manufacturer is TomTom North America, Inc., 11 Lafayette Street, Lebanon, NH 03766-1445. Phone: 603.643.0330. The Licensed Products are © 2006-201_ by TomTom. ALL RIGHTS RESERVED. For purpose of any public disclosure provision under any federal, state or local law, it is agreed that the Licensed Products are a trade secret and a proprietary commercial product and not subject to disclosure.

U.S. Government RESTRICTED RIGHTS. The LBS Software is provided as "Commercial Computer Software" or "restricted computer software". Use, duplication, or disclosure by the U.S. Government or U.S. Government subcontractor is subject to the restrictions set forth in 48.C.F.R. Section 12.212 or 48 C.F.R.227.2702, as applicable or successor provisions. The manufacturer is Uber Technologies, Inc., San Francisco, CA, 94103

If End User is an agency, department, or other entity of any State government, the United States Government or any other public entity or funded in whole or in part by the United States Government, then End User hereby agrees to protect the Licensed Products from public disclosure and to consider the Licensed Products exempt from any statute, law, regulation, or code, including any Sunshine Act, Public Records Act, Freedom of Information Act, or equivalent, which permits public access and/or reproduction or use of the Licensed Products. In the event that such exemption is challenged under any such laws, this agreement shall be considered breached and any and all right to retain any copies or to use of the Licensed Products shall be terminated and considered immediately null and void. Any copies of the Licensed Products held by You shall immediately be destroyed. If any court of competent jurisdiction considers this clause void and unenforceable, in whole or in part, for any reason, this agreement shall be considered terminated and null and void, in its entirety, and any and all copies of the Licensed Products shall immediately be destroyed.

Specific conditions relating to certain products:

A. Additional provisions for data of Ireland. End User is prohibited from using the data of Ireland in any printed, published form to be distributed freely or sold to the public.

B. As of the Effective Date, the following restriction applies to the Post Canada FSA layer and Canada 6-digit layer: The 6-digit alpha/numeric Canadian Postal Codes contained in any Licensed Product cannot be used for bulk mailing of items through the Canadian postal system. Furthermore, the 6-digit alpha/numeric Canadian Postal Codes must be wholly contained in the Authorized Application and shall not be extractable. Canadian Postal Codes cannot be displayed or used for postal code look-up on the Internet, nor can they be extracted or exported from any application to be utilized in the creation of any other data set or application. Notwithstanding the above, an End User may optionally correct or derive Canadian Postal Codes using the Authorized Application, but only as part of the address information for locations (e.g.: of delivery points and depots) that have been set up in the Authorized Application, and optionally extract data for fleet management purposes.

C. Additional provisions with respect to TomTom Traffic Licensed Product: You specifically agree that You shall not: (i) store the data for more than twenty-four (24) hours on Your servers; (ii) broadcast or make TomTom Traffic Licensed Product available except to authorized End Users; and (iii) use the feed or information received via the feed for historical data purposes (including but not limited to collection or analysis).

D. Additional provisions with respect to the Points of Interest Licensed Product - coverage of the Canada and/or the United States: It is expressly prohibited to use the Points of Interest Licensed Product for (a) telephone call routing related applications; (b) screen pop applications, (c) CD-ROM director of other derivative directory product; (d) verification services; (e) caller name services; and (f) online marketing lead verification services.

Following restrictions will apply to usage of the Brand Icon component:



End User agrees that the use of the Brand Icon component is subject to the terms and conditions set forth in this Agreement and that there may be additional third party terms, conditions and restrictions to which the use of the Brand Icon component will be subject and which will be provided to the End User from time to time in the product release notes.

E. Additional provisions with respect to the Speed Profiles, TomTom Traffic, and any other traffic related Licensed Product: Neither the Data nor the Licensed Products such as Speed Profiles or TomTom Traffic or any derivatives thereof shall be used for the purpose of enforcement of traffic laws including but not limited to the selection of potential locations for the installation of speed cameras, speed traps or other speed tracking devices. With regards to Speed Profiles, End User acknowledges and agrees that the actual speeds may not reflect the legally imposed speed limits.

F. Additional provisions with respect to Software: restrict each of the following entities from exercising any right in or to the Software: Addison Lee, AlloCab, Amazon (excluding consumer products or enterprise services not related to delivery or a Fleet Management Solution, e.g., Kindle, Fire, Amazon Web Services), Cabify, Careem, Chauffeur Prive, Club Chauffeur, Didi-Dache, Djump, Drive, Easy Taxi, Ecocab, Flywheel, GetTaxi, Google, Go Taxi, GrabTaxi, GreenTomatoCars, Hailo Network Limited, Heetch, Kabbee, Kuaidi-Dache, LeCab, Lyft, MiniCabster, Meru Cabs, MyTaxi, Olacabs, OneTaxi, Quadi, Ridelabs LLC (Summon), SideCar, SnapCar, Taxibeat, TaxiForSure, Yaxi Taxi, Yidao, Yongche and #TAXI. The foregoing shall not apply to the extent the LBS Software is integrated into an Authorized Application in a manner that prohibits any modification or customization of such LBS Software by a third party.

G. Additional provisions with respect to the TomTom Traffic Licensed Product - coverage of Canada, Mexico and/or the United States: The TomTom Traffic Licensed Product may not be delivered by FM Radio, HD Radio or Hybrid Radio. The TomTom Traffic Licensed Product may not be licensed or provided to INRIX, HERE, Radiate Media or any radio or television broadcaster in North America.

5. Security Terms

You shall utilize industry security best practices, including but not limited to any measures used and/or reasonably recommended by TomTom, to safeguard, secure and prevent piracy and unauthorized access of the Licensed Products and the Authorized Application. This shall include adequate physical perimeter and entry controls in line with local regulations and standards to ensure that only authorized personnel are allowed access.

You shall ensure that Your own environments used for functions relating to the Licensed Products and the Authorized Application are monitored in such a manner that prevents violating information and/or IT security are detected and traceable. You shall inform TomTom as soon as reasonably possible of any potential security incidents relating to the Licensed Products and the Authorized Application of which You become aware.

You shall not disclose any TomTom information which may be considered as business or trade secrets, except to the extent necessary for the performance of its assignment under the Agreement.

You shall use suitable encryption techniques for protection of the information of TomTom. Where encryption cannot be implemented, appropriate compensating controls must be implemented to reduce the risk of unauthorized disclosure.

You shall implement policies and processes to identify and remediate vulnerabilities in a timely manner in its own environments used for functions relating to the Licensed Products and the Authorized Application. Vulnerability management includes both infrastructure and applications. At a minimum, You shall scan infrastructure and applications for security vulnerabilities every 90 days.

6. DATA PROCESSING SCHEDULE

This data processing schedule ("**Schedule**") is between the customer entity ("**Licensee**") and the TomTom entity and its Affiliates ("**TomTom**") which are a parties to the agreement for use of TomTom's maps, software, live services, traffic stats and online services ("**Agreement**") under which TomTom performs certain services. The parties agree that the Schedule supplements the Agreement and applies to the products supplied and services performed by TomTom (together for the purposes of this Schedule the "**Services**"), as defined in the Agreement to the extent that the same involve the processing by TomTom of Personal Data on behalf of Licensee.

Definitions

Terms defined in the Agreement between Licensee and TomTom shall have the same meaning when used in this Schedule. In addition, the definitions below apply in this Schedule:

GDPR:	means the EU General Data Protection Regulation; the Directive 2016/679/EC of the European Parliament and of the Council of 24 October 1995; and
Personal Data:	means personal data as defined in the GDPR that TomTom processes on behalf of Licensee in connection with the Agreement.

Unless otherwise specified, all references to the GDPR shall be understood to be references to the applicable local equivalent which implements said reference into local law.

Subject and Term

The purpose of this Schedule is to describe the work to be carried out by TomTom in relation with the Agreement. This Schedule forms an integral part of the Agreement hereof. This Schedule shall be deemed to take effect from the Effective Date of the Agreement and shall continue in full force and effect until the termination of the Agreement.

Scope of the work

The purpose for the collection, processing and use of the Personal Data from Licensee is to provide the services as described in the Agreement, which forms an integral part hereof. The processing and use of the Personal Data will as standard take place in a member state of the European Economic Area. To the extent that any such processing takes place outside of the European Economic Area, any such processing of Personal Data shall be done in accordance with the standard contractual clauses for the transfer of personal data to processors established in third countries under the GDPR as published under the annex to the Commission decision of 5 February 2010.

TomTom processes the Personal Data on behalf of Licensee. The processing of the Personal Data by TomTom shall take place within the framework of this Schedule and only to the extent that Licensee has instructed TomTom to do so in relation with the Agreement. Such instructions shall be deemed to be provided by Licensee's use of the Services as is further described under the particular Services documentation (the "**Documentation**") (such as, for example, by making an API call to the TomTom servers running the Online Services). In the event TomTom modifies the Documentation, continued use by Licensee of the Services shall be deemed to constitute acceptance by Licensee of the change in the manner under which TomTom processes the Personal Data and a revised instruction from Licensee accordingly.

TomTom shall not use the Personal Data for any purpose other than as described in this Schedule.

Data categories

Described below are the various categories of Personal Data for the respective Services as they are provided by TomTom under the Agreement.

1. Live Services Feeds with Traffic, Speed Cameras, Weather, Parking, Fuel,

- a. Unique on-line & device identifiers, device configuration information, service requests including geolocation data, service responses, all time-stamped
- b. Probe data: timestamped geolocation data, collected every few (typically: 5) seconds, immediately pseudo-anonymised with random temporary ID, subsequently anonymised within 20 minutes of vehicle shutdown or communication severed by deleting association between device/session ID and temporary ID

2. Online Services

- a. Unique on-line & device identifiers, device configuration information, service requests including location data, service responses, all time-stamped
- b. Probe data: timestamped geolocation data, collected every few (typically: 5) seconds, immediately pseudo-anonymised with random temporary ID, subsequently anonymised within 20 minutes of vehicle shutdown or communication severed by deleting association between device/session ID and temporary ID

3. NDS Data

- a. Unique on-line & device identifiers, device configuration information, service requests including geolocation data, service responses, all time-stamped

4. Community Input Services

- a. Unique on-line & device identifiers, device configuration information, service requests including geolocation data, service responses, all time-stamped
- b. User contributed data including geolocation data

5. Access Management

The following data categories apply to the Online Services and, insofar this is provided under the Agreement, the Live Services.

- a. Unique on-line & device identifiers, device configuration information, service requests, all time-stamped
- b. Entitlement & access rights, audit trails & reports, all time stamped

Technical and organisational measures

TomTom documents the implementation of the technical and organizational measures in accordance with the requirements of the GDPR.

TomTom ensures in particular that it has implemented the appropriate measures to:

- a. Prevent unauthorized persons from gaining access to data processing systems with which personal data are processed or used;
- b. Prevent data processing systems from being used without authorization;
- c. Ensure that persons entitled to use a data processing system have access only to the Personal Data to which they have a right of access, and that personal data cannot be read, copied, modified or removed without authorization during processing or use and after storage;
- d. Ensure that personal data cannot be read, copied, modified or removed without authorization during electronic transmission or transport, and that it is impossible to check and establish to which bodies the transfer of personal data by means of data transmission facilities is envisaged;
- e. Ensure that it is possible to check and establish whether and by whom personal data has been input into data processing systems, modified or removed;
- f. Ensure that, for commissioned processing of personal data, the Personal Data is processed strictly in accordance with the instructions of the Licensee (job control).

Significant changes of the above technical and organisational measures by TomTom which reduce the protection of Personal Data shall be agreed by the Parties in writing.

TomTom confirms that the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the Personal Data to be protected having regard to the state of the art and the cost of their implementation.

TomTom further confirms that the processing of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law and does not violate the relevant provisions.

TomTom's obligations

Under this Schedule, TomTom has the obligation to:

- a. Process the Personal Data only on behalf of the Licensee and in compliance with its instructions;
- a. Ensure that only appropriately trained personnel shall have access to the Personal Data;
- b. Provide Licensee with such cooperation (including access to its facilities) as the Licensee may reasonably request. Such cooperation may be subject to TomTom's reasonable charges;
- c. Implement such technical and organizational measures to protect the Personal Data as required by the GDPR;
- d. Notify the Licensee immediately of any monitoring activities and measures undertaken by the relevant authority that supervises the applicable data protection legislation;
- e. Support Licensee regarding Licensee's obligations to provide information about the collection, processing or usage of Personal Data to a data subject;
- f. Ensure that the Personal Data is not in any way used, manipulated, distributed, copied or processed for any other purpose than for the fulfilment of the contractual obligations as explicitly agreed upon and arising from this Schedule.

Sub-processing

TomTom shall not subcontract its obligations under this Schedule to a sub-processor without the prior written consent of the Licensee unless such sub-processor undertakes, by way of written agreement, substantively the same obligations as imposed on TomTom in this Schedule and the Agreement. TomTom shall inform the Licensee of its intention to engage a new sub-processor and the Licensee shall have the right to reasonably oppose the appointment of a new sub-TomTom if the Licensee shall have substantive and legitimate reasons for opposing the specific sub-TomTom and shall notify TomTom of such objections in writing as soon as possible after receipt of TomTom's notice relating to such sub-TomTom. The addition or removal of a sub-TomTom should not negatively affect the level of security within the agreement to less than that which existed at the time of signing this Schedule.

The Licensee shall be granted control and examination rights according to this Schedule and the applicable data protection legislation. This also includes the right of the Licensee to obtain information from TomTom, upon written request, on the substance of the contract and the implementation of the data protection obligations within the sub-contract relationship. Where the sub-processor fails to fulfil its data protection obligations under such written agreement TomTom shall remain fully liable to the Licensee for the performance of the sub-TomTom's obligations under such agreement.

Licensee's rights and obligations

Rights to monitor: Licensee is entitled to appoint a third party independent auditor in the possession of the required professional qualifications and bound by a duty of confidentiality, which auditor must be reasonably acceptable to TomTom, to inspect TomTom's and its sub-contractor's compliance with this Schedule and the applicable data protection legislation required to determine the truthfulness and completeness of the statements submitted by TomTom under this Schedule. Licensee's right to audit shall be subject to giving TomTom at least (4) weeks prior written notice of any such audit.

TomTom shall deal promptly and properly with all inquiries from the Licensee relating to its processing of the personal data subject to this Schedule.

Rectification, deletion and blocking of data: upon instruction by the Licensee, TomTom shall correct, rectify or block the Personal Data. Any request from a data subject directly to TomTom, shall be directed to Licensee.

Information obligations

If TomTom cannot provide compliance or foresees that it cannot comply with its obligations as set out in this Schedule, for whatever reasons, it agrees to promptly inform the Licensee of its inability to comply, in which case the Licensee is entitled to suspend the transfer of data.

TomTom will promptly notify the Licensee about:

1. Any legally binding request for disclosure of the Personal Data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation;
2. Any request received directly from the Personal Data subjects without responding to that request, unless it has been otherwise authorised to do so; and
3. Any actual or suspected security breach involving Personal Data. In case of such security breach, TomTom will take all adequate remedial measures immediately and must promptly provide Licensee with all the relevant information and assistance as requested by Licensee regarding the actual or suspected security breach. The notification of a data security breach to Licensee will, at a minimum, include:
 - a. A description of the security breach, including the date and time the security breach was discovered;
 - b. An overview of the Personal Data that was (potentially) lost or unlawfully processed as a result of the security breach;
 - c. Information on the consequences of security breach; and
 - d. A description of the measures taken by TomTom to limit the consequences of the data security breach.

Assignment

TomTom shall not assign this Schedule without the prior written consent of the Licensee. Where TomTom assigns this Schedule, with the consent of the Licensee, it shall do so only by way of a written agreement with the assignee which imposes the same obligations on the assignee as are imposed on TomTom under this Schedule.

Consequences of termination

The parties agree that on the termination of the provision of the services, TomTom and the sub-processor shall, at the choice of the Licensee, return all the personal data transferred including any data storage media supplied to TomTom, and the copies thereof to the Licensee or shall destroy all the personal data and certify to the Licensee that it has done so, unless legislation imposed upon TomTom prevents it from returning or destroying all or part of the personal data transferred. In that case, TomTom warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.