



INTERNAL USE LICENSE

This Internal Use License ("Agreement") is made and entered into between NAVTEQ North America, LLC ("NT") and LICENSEE as of the Effective Date.

LICENSEE Information:

Name: Commonwealth of Virginia through the Virginia Information Technologies Agency, on behalf of the Commonwealth of Virginia governmental agencies and departments ("Commonwealth of Virginia Government") (collectively "LICENSEE")

Address: 11751 Meadowville Lane

City: Chesterfield

State / Zip: Virginia 23836

Contact: Dan Widner

Phone: (804) 416-6198

Fax: (804) 371-2277

Effective Date: Date of the last signature below

Term: A period of three (3) years from the Effective Date.

Licensed Data: NAVSTREETS Premium Data, including the attributes contained therein relating to (i) Turn Restrictions, (ii) Direction of Travel, (iii) Controlled Access, and (iv) Speed Limit Attribute (such attributes shall collectively be referred to herein as the "NAVTEQ Routing Attributes")

NAVTEQ ZIP Codes (i.e., data relating to 5-digit ZIP Codes in the United States, consisting of (i) a polygon layer of 5-digit ZIP Code boundaries and (ii) a point layer of 5-digit ZIP Codes consisting of the centroids and point-only ZIP Codes (e.g., P.O. Box ZIP Codes))

NAVTEQ ZIP+4 Centroids (i.e., data relating to a point layer of data consisting of the center points of the 9-digit ZIP Codes in the United States)

NAVTEQ Census Data (i.e., data relating to the boundaries of geographic areas defined by the U.S. Census Bureau which have been aligned to the NAVTEQ core map; the boundaries that are included are for Census Blocks, Census Block Groups and Census Tracts)

NAVTEQ Transport Bundle (i.e., data consisting of the following bundles and attributes: (i) Truck Attributes, consisting of the Physical Restrictions Bundle, Legal Restrictions Bundle and Warnings Bundle), and (ii) the Hazmat Bundle.

Coverage Area: Commonwealth of Virginia and the following borderstates: North Carolina, Tennessee, West Virginia, Kentucky, Maryland and the District of Columbia

Update Frequency: Once quarterly

Permitted Applications: GIS Application, Geomarketing Application, Mobile Asset Management Application and Public Organization Internet Application, each as defined in [Exhibits A-1](#) through [A-4](#). The Permitted Applications are subject to the Terms of Use set forth in [Exhibit B](#).

Annual License Fees: \$175,000 per year

Due Dates: NT shall submit to Licensee an invoice for the Annual License Fees for the first annual period of the Term on the Effective Date. NT shall submit to Licensee an invoice for the Annual License Fees for each subsequent annual period during the Term on the anniversary of the Effective Date hereof.

LICENSEE shall pay such amounts within thirty (30) days of the date of invoice from NT.

1. **License Grant.** NT grants LICENSEE a non-exclusive, non-transferable license to use the Licensed Data for the Coverage Area (including updates thereto, if applicable) solely in connection with the Permitted Applications in LICENSEE's internal governmental activities as further set forth in [Exhibits A-1](#) through [A-4](#), which license shall include the right to disclose the Licensed Data to LICENSEE's employees and independent contractors in connection with work or projects for LICENSEE and the right to copy and distribute the Licensed Data to Virginia Local Governments in accordance with [Section 5](#) below. In addition, NT grants LICENSEE a nonexclusive, worldwide, perpetual, royalty-free license to: (a) copy, distribute, create derivative works based on, perform display, or otherwise use the NAVTEQ Routing Attributes as incorporated into LICENSEE'S RCL data set and (b) sublicense the license in subsection (a) to end users of LICENSEE'S RCL data set provided that LICENSEE shall not copy, distribute, perform, display or otherwise use the NAVTEQ Routing Attributes separate from LICENSEE'S RCL data set. NT acknowledges that, after expiration or termination of this Agreement, the data and other information already incorporated into LICENSEE'S RCL data set shall continue to be used by LICENSEE and its sublicensees and LICENSEE can continue to license and distribute such NAVTEQ Routing Attributes to third parties provided that, to the extent that any such entity is a supplier of digital geographic maps ("NAVTEQ Competitor"),

LICENSEE shall restrict the NAVTEQ Competitor from extracting data contained in the NAVTEQ Routing Attributes for inclusion in the NAVTEQ Competitor's database. Subject to payment of the Annual License Fees for the duration of the three-year Term and LICENSEE's continued compliance with the restrictions set forth herein, the foregoing license rights shall continue in perpetuity. Except as set forth above, LICENSEE shall not: (i) publish, sell, transfer, disclose or otherwise reveal the Licensed Data to any third party; or (ii) copy or reproduce the Licensed Data other than to the extent required to exercise the license granted hereunder.

2. Delivery and Updates. NT shall deliver the Licensed Data for the Coverage Area to LICENSEE within 10 business days following the Effective Date. NT shall deliver Updates of the Licensed Data (in one of the formats available from NT) for the Coverage Area to LICENSEE during the Term and at the Update Frequency as indicated above upon the general release of each such Update to all of NT's customers; provided, however, that Updates to the NAVTEQ ZIP Codes, NAVTEQ ZIP+4 Centroids, NAVTEQ Census Data and the NAVTEQ Transport Bundle shall be delivered no more frequently than NT makes such Data commercially available to all of its customers. LICENSEE acknowledges that the Licensed Data corresponding to certain portions of the Coverage Area continues to be developed and will only be available to LICENSEE as otherwise provided in this Agreement upon general release after completion.

3. LICENSEE Data. Within thirty (30) days following the Effective Date, LICENSEE shall provide the E-911 databases and other digital mapping databases used by the Commonwealth of Virginia Government (collectively "LICENSEE Data") to NT. LICENSEE shall deliver updates to the LICENSEE Data to NT to the extent that such updated databases become available throughout the Term. LICENSEE hereby grants to NT a nonexclusive, worldwide, perpetual, royalty-free license to: (a) copy, distribute, create derivative works based on, perform display, or otherwise use LICENSEE Data (including any updates thereto) exclusively in connection with the Licensed Data and (b) sublicense the license in subsection (a) to end users of the Licensed Data provided that NT shall not copy, distribute, perform, display or otherwise use the LICENSEE Data separate from the Licensed Data. LICENSEE acknowledges that, after expiration or termination of this Agreement, the data and other information already incorporated into the Licensed Data shall continue to be used by NT and its customers and NT can continue to license and distribute such Licensed Data to third parties to the extent set forth above. The parties acknowledge that the Annual License Fees due from LICENSEE for use of the Licensed Data under this Agreement reflect a discount from NT's standard pricing based on LICENSEE agreeing to provide NT with the license rights in the LICENSEE Data as set forth in this Section 3.

4. License Fees. LICENSEE shall pay Annual License Fees to NT for the duration of the Term in the amount and by the Due Date set forth above. Any amount not paid when due shall accrue interest at a rate of the lesser of 1.5% percent per month or the highest rate allowed by law pursuant to Va. Code §2.2-4355. In addition to all fees and charges required to be paid by LICENSEE to NT under this Agreement, LICENSEE shall be responsible for and shall pay any and all fees, currency conversion costs, taxes, and other costs or charges on such payments and transfers to NT that are identified and invoiced by NT, exclusive of any income taxes calculated on NT's income, for which NT is solely responsible. To the extent that LICENSEE is required by law to withhold income-based taxes based upon NT's income, LICENSEE may deduct such tax from the fees payable to NT and remit them to the appropriate government authorities; provided that LICENSEE promptly sends NT a certificate showing the payment of such tax. Invoices for items ordered, delivered and accepted shall be submitted by NT directly to the payment address shown on the purchase order/Agreement. All invoices shall show the state Agreement number or purchase order number and NT's federal employer identification number. The contractual clauses required in Va. Code §2.2-4353 are incorporated herein by reference. It is understood and agreed between the parties herein that LICENSEE shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this Agreement.

5. Virginia Local Governments During the Term of this Agreement, NT shall extend to all Virginia counties, cities, and towns (collectively "Virginia Local Governments") the right to receive a license to use the Licensed Data for the Coverage Area solely in connection with the Permitted Applications in their internal government activities in accordance with the terms set forth herein, provided that each of the following conditions is met: 1) the Virginia Local Government submits a purchase order to NT with a copy to LICENSEE indicating its intent to be bound by the terms of this Agreement, and 2) the Virginia Local Government remits to NT the license fees (if any) applicable to purchases by Virginia Local Governments outlined in Exhibit E hereto. All rights and obligations running from any such orders placed by Virginia Local Governments shall be exclusively between NT and the respective Virginia Local Government with no liability for the performance of such rights and obligations extending to LICENSEE. Notwithstanding the foregoing, LICENSEE agrees to administer the process through which Virginia Local Governments may elect to exercise the foregoing rights, which shall include the following responsibilities: (i) LICENSEE shall be the primary point of contact for Virginia Local Governments for handling requests for the Licensed Data, (ii) LICENSEE shall deliver the Licensed Data for the Coverage Area upon receipt of the documentation required hereunder, and (iii) upon request from NT, LICENSEE shall provide NT with a list of entities to whom LICENSEE has provided the Licensed Data hereunder.

6. Termination. If either party materially breaches any of the terms of this Agreement, and fails to cure such a breach within 30 days after receiving written notification of such breach from the non-breaching party, the non-breaching party may immediately terminate this Agreement and may, in addition to all other remedies available at law and in equity, protect its interests by any means available to it. NT may immediately terminate this Agreement if any of the following events occur affecting LICENSEE: (a) voluntary bankruptcy or application for bankruptcy; (b) involuntary bankruptcy or application for bankruptcy not discharged within sixty (60) days; (c) appointment of receiver for all or a portion of LICENSEE's assets; or (d) any assignment for the benefit of creditors. LICENSEE shall have the right to terminate for its convenience, at any time and for any reason or no reason this Agreement. Any such termination shall be effected by LICENSEE sending to NT a written notice of termination at least ninety (90) days prior to expiration of the then-current annual period and such termination shall be effective on the last day of the then-current annual period.

7. Ownership & Supplier Requirements. LICENSEE acknowledges that NT and its licensors and suppliers own all intellectual property rights in and to the Licensed Data and related documentation except for any LICENSEE Data incorporated therein. NT acknowledges that LICENSEE owns all intellectual property rights in and to the LICENSEE Data. Except for the license rights granted herein, each party retains all rights it would have independent of this Agreement, including rights under the U.S. Copyright Act or analogous laws in other jurisdictions. Notwithstanding any other provision of this Agreement, LICENSEE shall comply with any and all requirements and restrictions imposed on NT by its present and future data licensors and suppliers and other entities provided that to the extent not already set forth herein, NT notifies LICENSEE of such requirements and restrictions and a modification to the Agreement is executed. Without limiting the foregoing, LICENSEE agrees to the provisions set forth in Exhibit C hereto to the extent applicable to the Coverage Area.

8. Confidentiality. LICENSEE agrees that it shall not, and shall require its employees not to, knowingly divulge any data, material or information provided by or on behalf of NT under this Agreement that is protected from disclosure by the Virginia Freedom of Information Act, § 2.2-3700 et seq., provided that NT invokes such protection pursuant to the provisions of Virginia Code § 2.2-4342.F. If NT believes that information submitted to LICENSEE pursuant to this Agreement is excluded from the provisions of the Virginia Freedom of Information Act, NT shall submit a writing prior to or at the time of submission of such information that (i) invokes the protection of the applicable statutory exemption

provided by the Code of Virginia, which may include § 2.2-3705.1(6) pertaining to vendor proprietary information software, § 2.2-3705.1(7) pertaining to computer software developed for the Commonwealth, §2.2-3705.2(3) pertaining to documentation describing the design and operation of any security system controlling access to an automated data processing or telecommunications system, and § 2.2-4342 pertaining to trade secrets or proprietary information submitted by a contractor in connection with a procurement transaction; (ii) identifies the specific data or other materials to be protected, and (iii) states the reasons why protection is necessary. Any proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information.

NT acknowledges that the Virginia Freedom of Information Act sets forth specific procedures by which LICENSEE is required to respond to requests for public records. NT shall cooperate with and assist LICENSEE in complying with such required procedures. Upon request of LICENSEE, NT's cooperation and assistance shall include, without limitation, the identification and excision of exempt information in preparation of a timely response.

9. Disclaimer. Except as expressly set forth in this Agreement, the Licensed Data and LICENSEE Data is provided "as is" and neither party makes any representations or warranties thereto. Both parties expressly disclaim any implied warranties or conditions of any kind, including, without limitation, any warranty or condition of quality, performance, merchantability, fitness for a particular purpose or non-infringement. Except as specifically set forth in this Agreement, neither party warrants, guarantees, or makes any representations regarding the use, or the results of the use, of the Licensed Data or the LICENSEE Data in terms of correctness, accuracy, reliability or otherwise.

10. Limitation of Liability.

10.1 Except as otherwise provided in Sections 10.2 and 10.3 and to the maximum extent permitted by law, the liability of both parties shall be limited to direct damages only, thus excluding liability for any other damages such as indirect, special, incidental, consequential or punitive damages (including but not limited to lost profits, lost data, lost revenue, lost savings, lost business and loss of goodwill).

10.2 Each party acknowledges that substantial damages or loss, or both, could be suffered if the other party breaches this Agreement by using either the Licensed Data or LICENSEE Data outside or beyond the scope of the license granted hereunder. Each party therefore agrees that the limitations set out in Sections 10.1 and 10.3 shall not apply to such breaches and that the breaching party's liability for such breaches shall not be limited.

10.3 The total liability of NT with respect to the Licensed Data or the performance thereof will be limited exclusively to replacement of the Licensed Data or, if in NT's opinion, replacement is impracticable, a refund of the applicable license fee. Notwithstanding the foregoing, and notwithstanding any failure of the essential purpose of any right or remedy set forth herein, or that might be found or inferred herein, in no event shall NT's aggregate liability with respect to any matters whatsoever arising under or in connection with the Agreement exceed an amount equivalent to the greatest amount of license fees paid to NT for any year of this Agreement. LICENSEE understands that NT is not responsible for and will have no liability for hardware, software or other items or any services provided by any persons other than NT. The aggregate cumulative monetary liability of LICENSEE for all claims arising under this Agreement shall be limited to the amount of licensing fees shown to be owed and unpaid to NT.

10.4 The limitations set out in Section 10 shall not limit a party's obligation to indemnify the other under Section 11 below.

10.5 The parties agree that the fees and allocation of the risks (as expressed in the indemnities and the limits on warranties, liabilities, damages and remedies) contained herein reflect the economic basis of this Agreement, in the absence of which this Agreement would not have been made.

11. Intellectual Property Indemnification. Subject to LICENSEE's performance of its obligations under this Agreement, if any legal action is asserted against LICENSEE arising out of or in connection with an allegation that the Licensed Data infringes any copyrights NT shall indemnify and hold harmless LICENSEE from damages, costs, and attorneys' fees, if any, finally awarded in such suit or the amount of the settlement thereof provided that (i) LICENSEE shall provide NT prompt, written, and reasonable notice of such legal action subject to indemnification, and (ii) LICENSEE shall provide its reasonable cooperation with NT in defense of the claim, including providing information and assistance in defending the claim. Failure to give prompt notice shall not, however, reduce NT's indemnification obligations, except to the extent it is prejudiced thereby. Nothing herein shall restrict LICENSEE from participating in the defense of the claim and NT's duty to defend LICENSEE shall be in accordance with §2.2-510 and §2.2-514 of the Code of Virginia. NT on behalf of LICENSEE may not enter into settlement of a claim that includes obligations to be performed by LICENSEE without LICENSEE's prior written approval and in accordance with §2.2-514 of the Code of Virginia. NT shall not be responsible for any amounts paid or incurred as a result of a settlement entered into by LICENSEE without NT's prior written consent, which shall be granted or withheld in NT's sole discretion.

12. Non-Discrimination. Throughout the Term of this Agreement, NT shall conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §2.2-4311 of the Code of Virginia. During the performance of this Agreement, NT agrees as follows:

12.1 The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment, except when there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. NT agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause; 2) NT, in all solicitations or advertisements for employees placed by or on behalf of NT, will state that NT is an equal opportunity employer; and 3) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for meeting these requirements;

12.2 NT will include the provisions of a.1) above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor

13. Drug-Free Workplace. During the performance of this Agreement, NT agrees to (i) provide a drug-free workplace for NT's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in NT's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of NT that NT maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every

subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

14. Contractual Disputes. Contractual claims shall be processed in accordance with the procedure in Va. Code §2.2-4363.

15. General Provisions.

- 15.1 Successors and Assigns. The rights and obligations of each party under this Agreement may not be transferred or assigned directly or indirectly without the prior written consent of the other party, which consent will not be unreasonably withheld, except that NT may assign this Agreement to a parent, subsidiary, or any entity that acquires substantially all of its stock, assets or business. For purposes of this Section 11.1, a change in control of LICENSEE shall be regarded as an assignment. Except as otherwise expressly provided herein, the provisions hereof shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties hereto.
- 15.2 Right to Audit. LICENSEE shall maintain accurate records regarding its use of the Licensed Data and for license fees and other charges and the calculation thereof for 3 years after payment to NT. NT shall have the right once annually, at its own expense and on reasonable notice, to audit LICENSEE's records at LICENSEE's premises to verify the license fees and other charges and compliance with this Agreement. Any audit shall occur within 3 years following the applicable fee payment. If an audit determines that payments made were 5% or more below the amount actually due, then LICENSEE shall reimburse NT the cost of the audit, and pay NT the fees and other charges due, plus interest as specified in Section 4, within 10 days of completion of the audit.
- 15.3 Export Control. LICENSEE shall not export from anywhere any part of the Licensed Data or any direct product thereof except in compliance with, and with all licenses and approvals required under, applicable export laws, rules and regulations.
- 15.4 Reverse Engineering. Except for the NAVTEQ Routing Attributes which LICENSEE may incorporate into its RCL dataset for the State of Virginia in accordance with Section 1 above, LICENSEE agrees not to reverse engineer the Licensed Data.
- 15.5 Force Majeure. Neither party shall be liable to the other for a failure to perform any of its obligations under this Agreement during any period in which such performance is delayed due to circumstances beyond its reasonable control, provided such party notifies the other of the delay.
- 15.6 Entire Agreement and Construction. This Agreement together with its Exhibits constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes any and all prior negotiations, promises, commitments, undertakings, and agreements of the parties relating thereto. The headings used in this Agreement are only used for convenience of reference and are not to be considered in construing this Agreement. This Agreement may be executed in counterparts, each of which shall be an original, but all of which together shall constitute one instrument. This Agreement may be modified or amended only by a written instrument duly executed by the parties hereto and in accordance with the provisions of Va. Code §2.2-4309. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions hereof shall be unaffected thereby and remain valid and enforceable as if such provision had not been set forth herein. The parties agree to substitute for such provision a valid provision which most closely approximates the intent and economic effect of such severed provision.
- 15.7 Waiver of Breach. No waiver will be deemed effective unless set forth in writing and signed by the party charged with such waiver, and no waiver of any right arising from any breach will be deemed to be a waiver or authorization of any other breach or of any other right arising under this Agreement.
- 15.8 Governing Law. This Agreement shall be construed and governed by the substantive laws of the State of Virginia without giving effect to the conflict of laws provisions. The United Nations Convention of Contracts for the International Sale of Goods shall not apply to this Agreement. Any dispute associated with this Agreement, the Licensed Data or LICENSEE Data shall be heard only in Virginia courts.
- 15.9 Notices. Any notices under this Agreement if to LICENSEE shall be sent to the address first written above, and if to NT shall be sent to the attention of General Counsel with a copy to Chief Financial Officer at: NAVTEQ North America, LLC, 425 West Randolph Street, Chicago, Illinois 60606; facsimile (312) 894-7228.
- 15.10 Obligations On Termination; Survival. Each provision of this Agreement that is intended by its nature to survive expiration or termination of this Agreement shall so survive.
- 15.11 POI Usage (US/Canada). The Licensed Data may include POIs for the United States that NT licensed from a third party. To assist NT in determining royalties that may be due to such third party, LICENSEE has indicated in Exhibit B hereto whether LICENSEE is using the POIs in the Licensed Data that LICENSEE is using in the Permitted Applications, and will notify NT of any subsequent change in such POI usage.

NAVTEQ NORTH AMERICA, LLC

LICENSEE

By: _____

By: _____

Name: Lawrence M. Kaplan

Name: _____

Title: Executive VP, General Counsel & Secretary

Title: _____

Date: _____

Date: _____

EXHIBIT A-1

Permitted Application – GIS Application

1. Permitted Application – GIS Application.

- a. “GIS Application”, which means an information system that analyzes, processes and visualizes information in order to manage land use, natural resources, environment, urban or enterprise facilities or any other Fixed Assets. For purposes of this Agreement, (a) “Asset” means a person (including an End-User), animal, device, site, transportation means (e.g., a car, truck or other vehicle) or other mobile or fixed object, and (b) “Fixed Assets” means Assets that are non-mobile (e.g., a building, a cable network, etc.);
- b. Such GIS Application may be deployed by any governmental agency or department in the Commonwealth of Virginia Government through “ASP Deployment”, which means that such agency or department hosts the Application on its servers and grants access to employees of the Commonwealth of Virginia Government (“Authorized Users”) as applicable.

EXHIBIT A-2

Permitted Application – Geomarketing Application

1. Permitted Application – Geomarketing Application.
 - a. “Geomarketing Application” means an application that analyzes and displays geographic, demographic, census and behavioral data to assist End-Users in understanding and modeling relevant business data and making the following business decisions: (a) marketing analysis and segmentation, (b) customer prospecting and analysis, (c) sales territory analysis and definition, and/or (d) distribution network site selection.
 - b. Such Geomarketing Application may be deployed by any governmental agency or department in the Commonwealth of Virginia Government through “ASP Deployment”, which means that such agency or department hosts the Application on its servers and grants access to employees of the Commonwealth of Virginia Government (“Authorized Users”), as applicable.

EXHIBIT A-3

Permitted Application – Mobile Asset Management Application

1. Definitions.

“Mobile Asset Management Application” means an information system that uses the Data solely for Tracking, Routing and/or Optimization with respect to Mobile Assets.

“Asset” means a person (including an End-User), animal, device, site, transportation means (e.g., a car, truck or other vehicle) or other mobile or fixed object.

“Mobile Asset” means an Asset that is mobile (e.g., person, animal, portable device, car, truck or other vehicle).

“Optimization” means calculating the order of destinations, way points and/or the routes thereto for an Asset, based on the availability, position and/or routing of at least one other Asset. An example of Optimization would be the creation of daily visit schedules for a team of field engineers based on a common source of potential visits.

“Reverse Geocoding” means determining a location (e.g., a street address or point of interest) corresponding to a longitude and latitude position.

“Routing” means calculating the order of destinations, way points and/or the routes thereto for an Asset, not taking into account the availability, position and/or routing of other Assets.

“Tracking” means locating an Asset, Reverse Geocoding the location of an Asset, displaying location of an Asset on a map, or registering and/or viewing historical movement of an Asset.

2. Licensed Use. Such Mobile Asset Management Application may be deployed by any governmental agency or department in the Commonwealth of Virginia Government through “ASP Deployment”, which means that such agency or department hosts the Application on its servers and grants access to employees of the Commonwealth of Virginia Government (“Authorized Users”) as applicable.

EXHIBIT A-4

Permitted Application – Public Organization Internet Application

1. Definitions.

“Public Organization Internet Application” means a public organization web site that is publicly accessible and free-of-charge and uses the Data to provide non-Sensor generated Map Transactions, POI Lookup Transactions and Route Transactions, and in which (i) the destinations for Route Transactions are limited to the public organization’s own fixed locations or locations directly related to the activity of the public organization, and (ii) the locations that can be looked up using POI Lookup Transactions are limited to the fixed locations of any governmental agency or department in the Commonwealth of Virginia Government.

“Asset” means a person (including an End-User), animal, device, site, transportation means (e.g., a car, truck or other vehicle) or other mobile or fixed object.

“Map Transaction” means a single raster image depicting a map for a pre-determined or user-specified geographical area (but not in any way based on a Sensor-generated location).

“POI Lookup Transaction” means information in the form of either the street address or intersection of streets at which a point of interest, identified based on a search requested by a user, is located, and additionally may include a raster image depicting such location on a map.

“Route Guidance” means the provision of individual maneuvers of a calculated route such that the maneuvers are presented to the user, or the user is alerted to the maneuvers, in any manner synchronized with the user’s position along such route, including, for example, calculating the user’s vehicle’s position as the user traverses the route and communicating a maneuver to the user as the user approaches the location pertaining to such maneuver.

“Route Transaction” means any one or more of (i) text and/or voice driving directions from a single origin (but not an origin constituting or representing a Sensor-generated location of the user’s device) to any single destination, directly or through one or more waypoints, (ii) the travel time and/or distance for all or any portion of such route, and (iii) a raster image depicting a map including the route or a series of raster images respectively depicting maps including successive portions of the route. A Route Transaction may not include Route Guidance.

“Routing” means calculating the order of destinations, way points and/or the routes thereto for an Asset, not taking into account the availability, position and/or routing of other Assets.

“Sensor” means any type of sensor that can be used for determining the location of an Asset (e.g., GPS, triangulation, odometer, compass, gyroscope, accelerometer, etc.)

2. Licensed Use. Usage of the Data is limited to storing the Data together with the Application on a server hosted by any governmental agency or department in the Commonwealth of Virginia Government connecting such agency’s or department’s own web sites to such servers and licensing End-Users to access and use such server-based Application over the Internet via such web sites for the End-User’s own use:

EXHIBIT B

Terms of Use

1. Except for the NAVTEQ Routing Attributes as incorporated by LICENSEE into its RCL dataset for the State of Virginia, use of the Licensed Data in the Permitted Applications shall be subject to the following conditions:

- Licensed Data shall not be used to provide dynamic or real-time route guidance directions and/or alerts.
- LICENSEE shall ensure that Authorized Users and End-Users are provided with notice of the terms of use applicable to the Permitted Applications and the Licensed Data by providing a link to the End-User Terms set forth in Exhibit D to this Agreement (or equivalent terms that are no less protective of NT) ("End-User Terms"). NT reserves the right to amend and/or replace the End-User Terms and the form and manner of presentation thereof after providing ninety (90) days advance written notice to LICENSEE. In addition to the foregoing, LICENSEE shall provide each Authorized User with any and all legally required and otherwise appropriate training, instruction, warnings, disclaimers and safety information.
- The Permitted Applications shall display the NT copyright notice (as specified in the NT Identity Guidelines) in the lower right-hand corner of each raster map image that is viewed by an Authorized User.
- Restriction against Sales Lead Generation. NT licenses POIs from a third party supplier. Based on restrictions imposed on NT by such supplier, POIs included in the Licensed Data may not be used to generate sales lead information in the form of ASCII or other text-formatted lists of category-specific business listings which (i) include complete mailing address for each business, and (ii) contain a substantial portion of such listings for a particular county, city, state, or zip code region; provided, however, that the foregoing restriction shall not include any application where mailing address or phone numbers are provided in a bit map graphical image or in another non-text format.

2. POI Election. While this Agreement permits LICENSEE to use the POIs contained in the Licensed Data in accordance with the license granted hereunder, LICENSEE represents that, with respect to POIs for the United States and Canada:

- LICENSEE intends to use the Core POIs (supplied by NT) in the Permitted Applications.
- LICENSEE does not intend to use the POIs (supplied by NT) in the Permitted Applications (i.e., such POIs either will not be included with the Permitted Applications or will be suppressed or otherwise not used by the Application), but in the event that LICENSEE changes its intent and decides to use the POIs, LICENSEE will provide NT with ninety (90) days advance notice of actual use.

EXHIBIT C

Supplier Requirements & Notices

United States of America

The following provisions apply to Licensed Data for the Coverage Area, which may include or reflect data from third party licensors:

1. Copyright. NAVTEQ holds a non-exclusive license from the United States Postal Service® to publish and sell ZIP+4® information.

©United States Postal Service® 200X. Prices are not established, controlled or approved by the United States Postal Service®. The following trademarks and registrations are owned by the USPS: United States Postal Service, USPS, and ZIP+4.

EXHIBIT D

End-User Terms

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

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\$0 (zero dollars)