

**Amendment #1 to the End User License Agreement No. 000 1571
between TomTom North America, Inc. and Metropolitan Transportation Commission**

This is the first Amendment ("Amendment #1") to the End User License Agreement No.000 1571, dated January 1, 2009, (the "Agreement") between TomTom North America, Inc., formerly known as Tele Atlas North America, Inc., ("TomTom") and Metropolitan Transportation Commission ("Licensee") (collectively, the "Parties").

WHEREAS, the Parties have entered into the Agreement for TomTom's data, and

WHEREAS, the Parties wish to amend such Agreement,

NOW, THEREFORE, in consideration of the mutual undertakings and agreements hereinafter set forth, the Parties agree to amend the Agreement as follows:

1. Section 14.1, Term, shall be deleted and replaced with the following:
"14.1 Term. This Agreement will commence on the Effective Date and continue for a period of six (6) years unless terminated earlier as provided in this Agreement."
2. Attachment A, Licensed TomTom Products, shall be deleted and replaced with the following:
"Licensed TomTom Products
MultiNet North America, State of California, commencing with most current version, coverage for the State of California, annual Updates (total of one (1) shipment per year).

TomTom Local Points of Interest, commencing with most current version, coverage for the State of California, annual Updates (total of one (1) shipment per year).

TomTom Address Points, commencing with most current version, coverage for the State of California, annual Updates (total of one (1) shipment per year)."
3. Attachment A, Annual License Fees, shall be amended to include the following:
"In year four of the Agreement, the Annual License Fee is Sixty Four Thousand Two Hundred Fifty Dollars (\$64,250).

In years five and six of the Agreement, the Annual License Fee is Fifty Eight Thousand Nine Hundred Dollars (\$58,900)."
4. Attachment B, Additional Licensed Product Provisions and Details, shall be amended to include the following:
"Additional provisions with respect to the Local Points of Interest North America Licensed Product: It is expressly prohibited to use the Premium Points of Interest North America 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."
5. Except as otherwise amended herein, all terms and conditions of the Agreement shall remain in full force and effect. In the event of a conflict in terms, this Amendment #1 shall take precedence over the Agreement and any previous amendment(s).

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment #1 to be effective, valid and binding upon the Parties as of August 9, 2012.

TomTom North America, Inc.
a California corporation
11 Lafayette Street
Lebanon, NH 03766-1445

By: _____

M.M.A. van Gool
Finance Director
Automotive Enterprise & Government
Date: 11/09/2012

Metropolitan Transportation Commission
a California agency
101 Eighth Street
Oakland, California 94607-4700

By: _____

Name: Andrew Fremier

Title: Deputy Executive Director,

Date: 10/29/12 Operations



Find more:

TELE ATLAS NORTH AMERICA, INC.
END USER LICENSE AGREEMENT

This End User License Agreement (the "Agreement") is made between Tele Atlas North America, Inc., a California corporation with its principal place of business at 11 Lafayette Street, Lebanon, New Hampshire 03766 ("Tele Atlas") and Metropolitan Transportation Commission, a California agency with its principal place of business at 101 Eighth Street, Oakland, California 94607-4700 ("Licensee") effective as of January 1, 2009 (the "Effective Date").

WHEREAS, Tele Atlas develops and distributes proprietary geographic databases, software, dynamic spatial data, and related materials, and

WHEREAS, Licensee wishes to license said proprietary materials from Tele Atlas;

NOW, THEREFORE, by executing this Agreement Tele Atlas and Licensee agree to the following terms:

1. Definitions

"Affiliate" means with respect to a Party to this Agreement, any corporation, limited, liability company, partnership or other business enterprise:

- (a) Which owns or controls, directly or indirectly, more than fifty percent (50%) of the voting rights with respect to the election of directors or managers, or which has practical control directly or indirectly, of the Party;
- (b) Of which more than fifty percent (50%) of the voting rights with respect to the election of directors or managers is owned or controlled, directly or indirectly, by or which is under the practical control directly or indirectly of, the Party; or
- (c) Of which more than fifty percent (50%) of the total voting rights with respect to the election of directors or managers is owned or controlled, directly or indirectly, by, or which is under the practical control directly or indirectly of, any corporation, limited liability company, partnership or other business enterprise described by subsections (a) or (b) above.

Any corporation, limited liability company, partnership or other business enterprise which would at any time be an Affiliate of a Party by reason of the foregoing, shall be considered an Affiliate for purposes hereof only for so long as the foregoing conditions are met. For purposes hereof, no Party shall be considered an Affiliate of any other Party.

"Competitor" means any person or entity engaged in the business of developing, marketing or supporting products similar to the Licensed Tele Atlas Products, including but not limited to Navteq Corporation and any of its present and/or future group companies.

"Copyrights" means all copyrights now or hereafter owned or licensed by Tele Atlas in connection with the Licensed Tele Atlas Products, including, but not limited to, any rights of reproduction, distribution, communication to the public including via electronic means (including the Internet), public performance, public display, lending, renting, sale of the Licensed Tele Atlas Products and creation of Derivative Works.

"Data" means any text, graphics, audio, visual and or audio/visual material, applications, database content or other multimedia content, information and materials which form part of the Tele Atlas Database.

"Database" means a collection of independent works, data or other materials arranged in a systematic or methodical way and individually accessible by electronic or other means.

"Derivative Work" means any work which uses or is based upon the Tele Atlas Database and/or a significant part of the Data, such as a revision, modification, translation, abridgment, condensation, expansion, collection, compilation or any other form in which the Tele Atlas Database and/or the Data may be adapted, transformed, extracted or reutilised or upon which a service may be based.

"Edits" means additions, modifications, information or other items related to, based upon or done while using the Licensed Tele Atlas Products by Licensee. Edits include but are not limited to additions, changes or corrections to the road geometry, map attributes, address points or street names and user feed back.

"Intellectual Property" means trademarks, service marks, trade names, domain names, logos, patents, inventions, design rights, copyrights, semi-conductor topography rights, Database Rights and all other similar rights in any part of the world and including Know-how, including, where such rights are obtained or

enhanced by registration, any registration of such rights and applications and rights to apply for such registrations.

“**Know-how**” means all technical and commercial information, data and documents of whatever nature, including without limitation drawings, specifications, photographs, samples, models, processes, procedures, reports and correspondence, including any intellectual property rights and other rights for the protection of know-how as they may exist and including trade secrets, whether such rights are established by statute, convention, treaty, case law or contract.

“**Licensed Tele Atlas Product(s)**” means the (parts of the) Tele Atlas Database and any additional Tele Atlas products, including Premium Tele Atlas Products, and/or applications provided to Licensee as listed in Attachment A, together with applicable documentation and Updates provided by Tele Atlas to Licensee.

“**Party**” or “**Parties**” when used alone shall mean Tele Atlas and/or the Licensee as appropriate to the context in which the word is used; *for the avoidance of doubt*, third party shall mean a party or Person other than Tele Atlas or Licensee.

“**Premium Tele Atlas Product**” means any Tele Atlas Product which is not customarily included or licensed in Tele Atlas’ standard digital map products and for which Tele Atlas may charge Licensee additional fees. As of the Effective Date of this Agreement, Premium Tele Atlas Products include but are not limited to: Advanced Driver Assistance System and Logistics Attribution; Tele Atlas Connect; Digital Elevation Models; Premium Points of Interest; Junction Views; HD Traffic; Speed Profiles; Voice Maps; 2D City Maps and other building footprint content; 3D City Maps content; and Address Points.

“**Probe Data**” means any positional or location information data, signal or ping collected on or transmitted or downloaded from a global positioning satellite (“GPS”) receiving device, software program, mobile phone, web application or other system, technology, application or device capable of producing or using automatic location detection data regardless of accuracy.

“**Secure Server**” means a Server that meets the security criteria to be reasonably defined by Tele Atlas as may be revised from time to time to address industry recognized vulnerabilities.

“**Server**” means a computer that is owned or leased and controlled solely by Licensee or Service Provider.

“**Tele Atlas Data and Attributes**” means all Data and attributes in the Tele Atlas Products including, but not limited to Data and attributes relating to speed limits, functional road classifications, speed category, road access restrictions and conditions, internal intersections links, manoeuvre, house number ranges and other map attributes primarily used for route calculation rather than visual display.

“**Tele Atlas Database**” means the database of Tele Atlas, which contains Tele Atlas Data and Attributes including but not limited to (i) road geometry and street names; (ii) routing attributes that enable turn-by-turn navigation on such road geometry; and (iii) latitude and longitude of individual addresses and house number ranges.

“**Tele Atlas Database Rights**” and “**Database Rights**” shall mean the rights inuring to the author of a database pursuant to Directive 96/9/EC of the European Parliament and of the Council of 11 March 1996 on the legal protection of databases (known as the Database Directive), 1996 O.J. L77/20, as further enlarged upon by decisions of the courts of the European Union and its member states and by applicable national laws, which if not provided for in any local law where they may be infringed shall inure to Tele Atlas as contractual rights pursuant to this Agreement.

“**Tele Atlas Products**” means products developed and/or produced by Tele Atlas and or its Affiliates, such as geographic databases (including the Tele Atlas Database), digital maps, software applications, dynamic spatial data, and related materials.

“**Update**” means a new release of the Licensed Tele Atlas Products which incorporates additional or updated Data in a revised database or which incorporates any other change in the Data, the Tele Atlas Database or other Licensed Tele Atlas Products, which may be provided to Licensee as part of Licensed Tele Atlas Products included in Attachment A.



"User" means any single individual or device (including a vehicle) that is able to access the Licensed Tele Atlas Products even if only for occasional use, and not a concurrent user.

2. **License Grant.** Subject to the terms and conditions of this Agreement, Tele Atlas hereby grants to Licensee a non-exclusive, non-transferable, non-perpetual license to use the Licensed Tele Atlas Products identified on Attachment A together with applicable documentation and any Updates provided to Licensee for internal use only and not for commercial use or resale, for the number of Users identified on Attachment A. The Tele Atlas Products may not be used on the Internet. Licensee may provide the Licensed Tele Atlas Products to its independent contractors and consultants only for the purpose of such independent contractor or consultant performing work on behalf of Licensee relating to Licensee's permitted uses set forth above, provided that (i) Licensee and the independent contractor/consultant enter into a legally-binding agreement including non-use and non-disclosure provisions at least as restrictive as those set forth in this Agreement, (ii) the independent contractor/consultant agrees in writing to return all of the Licensed Tele Atlas Products to Licensee no later than the termination of this Agreement and certifies to Licensee that all of the Licensed Tele Atlas Products have been removed from the independent contractor's systems, and (iii) the independent contractor/consultant is not a Competitor ("Permitted Consultants"). Certain Licensed Tele Atlas Products may be subject to additional conditions and restrictions as set forth in the attachments to this Agreement. Copyright requirements and specific supplier provisions as detailed in the attachments to this Agreement can be amended and updated by Tele Atlas from time to time pursuant to Article 17.17.

3. **Obligations of Licensee**

3.1 **Adherence to local laws.** Any use, manufacturing, production, advertising and promotion by Licensee of the Licensed Tele Atlas Product shall be in accordance with all laws and regulations that apply in or to the territory, *provided, however*, that if any local law or regulation conflicts with the Governing Law of this Agreement as stated in Article 17.6, and application of such local law or regulation is not mandatory, the Governing Law shall have precedence.

3.2 **Storage of the Licensed Tele Atlas Products.** The Licensed Tele Atlas Products must remain solely on the Secure Servers of Licensee or its Permitted Consultants at all times except for caching, pre-caching, or secure transitory storage of map tiles or limited amounts of encrypted data, if such is strictly necessary for the execution of this Agreement.

3.3 **Third party data.** The Data provided by Tele Atlas as part of the Licensed Tele Atlas Products may include data which Tele Atlas licenses from third parties. Licensee shall comply with all requirements and restrictions which such third parties may require Tele Atlas to impose on licensees. Tele Atlas will notify Licensee of such requirements and restrictions, which currently include those set forth in Attachment B.

3.4 **Use and protection of Tele Atlas Data and Attributes.** Licensee expressly agrees, and it shall require Permitted Consultants to expressly agree that all Tele Atlas Data and Attributes in the Licensed Tele Atlas Products shall be used internally for reference and calculation purposes only. Notwithstanding this, specific house numbers may be derived from house number ranges and displayed to identify correlating locations satisfying search queries and Licensed Tele Atlas Products attributes of sign text may only be displayed or otherwise revealed in connection with a specific route for which driving directions and/or route guidance is provided.

3.5 **No Derivative Works, competing products, alterations.**

(a) Licensee may not, without the express prior written consent of Tele Atlas, use the Licensed Tele Atlas Products, Data or Edits to create any Derivative Work, product or service. This prohibition includes, without limitation, any extraction or reutilisation, creating or using any product or service competing with the Licensed Tele Atlas Products or any part thereof, which includes the situation where Licensee collects its own Probe Data by using the Tele Atlas Database, compiling a database by using, extracting or reutilising the Tele Atlas Database or a substantial part of the Data contained therein, or the Tele Atlas Data and Attributes or using the Tele Atlas Database in combination with any other database of Competitors or other third parties whether or not to check, compare or benchmark the Licensed Tele Atlas Products against such other database, to the extent that any of the foregoing is not explicitly permitted by mandatory statutory law in the Territory.

(b) In no event shall Licensee make any additions, modifications, adaptations, or other alterations that in any manner materially reduce, impair, or otherwise negatively impact upon the accuracy, completeness, integrity, or safety of the Data. Furthermore, Licensee may not, without Tele Atlas' prior written

consent, use the Data for the creation of any secondary or derived Database populated wholly or partially with Licensee's data and/or data supplied or created by any third party, or use the structure and arrangement of the Tele Atlas Database to create such Database.

- (c) Violation of any of the provisions of this Article 3 will entitle Tele Atlas, without prejudice to any other remedy by law or under this Agreement, to seek an immediate injunction or similar prohibition order in any court, tribunal or other legal authority of competent jurisdiction and to recover from Licensee all costs, including legal fees associated with obtaining such order. Licensee hereby recognizes and agrees that a violation of this Article 3 will present an immediate risk of irreparable harm to Tele Atlas and that Tele Atlas may therefore apply for any injunction on such emergency, preliminary, accelerated or interlocutory basis as may be available in the relevant court, tribunal or other legal authority of competent jurisdiction.
- (d) Licensee shall further adhere to special directions and limitations of Tele Atlas such as the ones listed in Attachment B, which may be updated from time to time.

4. Restrictions

- (a) Licensee shall not use the Licensed Tele Atlas Products in its products and services to create (or assist in the creation of) a digital map database that competes with the Licensed Tele Atlas Products. 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.
- (b) All Licensed Tele Atlas Product must remain solely on Licensee's Servers or Permitted Consultant's Server at all times except for caching, pre-caching, or transitory storage of map tiles or limited amounts of encrypted data.
- (c) Other than as set forth herein, no part of the Licensed Tele Atlas Products, or any derivation thereof, shall be disclosed to third parties or used for the benefit of third parties.
- (d) Except as necessary for backup and archival purposes, Licensee may not make any copies of the Licensed Tele Atlas Products.
- (e) Licensee shall not use the Licensed Tele Atlas Products to provide competitive information about Tele Atlas or the Licensed Tele Atlas Products to third parties.
- (f) The Licensed Tele Atlas Products may not be used for in-flight navigation.
- (g) In no event shall Licensee use the Licensed Tele Atlas Products for commercial or revenue generating purposes.
- (h) Licensee acknowledges that it is prohibited from reverse engineering the Licensed Tele Atlas Products, and that it is prohibited from distributing the Licensed Tele Atlas Products in any fashion other than as permitted by this Agreement or as required by law.

5. Intellectual Property Rights

5.1 Ownership of rights. Tele Atlas and its suppliers own all rights, including, but not limited to all Intellectual Property Rights in the Licensed Tele Atlas Products including the Data, the Tele Atlas Database, Edits, Premium Tele Atlas Products, Derivative Works, and any related Know-how, Probe Data and material, notwithstanding their invention, creation, or use by Licensee. Tele Atlas shall be entitled to use the same and to license the use of the same to others without restriction. All rights not expressly granted herein are reserved.

5.2 Database rights. Without limiting the foregoing, Licensee acknowledges that the Tele Atlas Database is the result of substantial investments and protected by database rights as meant in the European Union Database Directive 96/9/EC, and Licensee acknowledges that the Tele Atlas Database may be protected by similar rights in other jurisdictions outside the European Union and that, without limiting the foregoing, Tele Atlas shall have the right to enforce such rights as contractual rights arising under this Agreement.

5.3 Trademarks. Licensee's use of any trade names, logos, trademarks, service marks and other marks of Tele Atlas is subject to Tele Atlas' prior written approval. Any good will arising out of the use thereof shall inure to the benefit of Tele Atlas.

5.4 Provision of data back to Tele Atlas. At the end of each quarter Licensee will provide Tele Atlas with any data it has acquired and/or has incorporated in or added to its Licensed Tele Atlas Products, and hereby grants Tele Atlas, subject to third party rights and restrictions and without limiting use of third party products, a perpetual, royalty-free license to use such data. This includes but is not limited to Edits and Probe Data, in the same format that Licensee creates or receives Edits and Probe Data from its (data) suppliers.

5.5 **Non-assert.** Licensee shall not assert any Intellectual Property rights owned by, or licensed to, Licensee and/or any of its affiliate companies against Tele Atlas and/or regarding any Licensed Tele Atlas Products or any other Tele Atlas Products, including but not limited to claims related to infringement of such Intellectual Property rights or any other similar liability, direct or indirect, by Tele Atlas.

6. **Protection Against Unauthorized use**

6.1 Licensee will use all adequate organisational, technological and security measures, including but not limited to any measures used and/or recommended by Tele Atlas, to prevent unauthorized use of or access to the Licensed Tele Atlas Products, including the Data and the Tele Atlas Database, and to ensure that Licensed Tele Atlas Products are only used in accordance with the terms of this Agreement. Any unauthorized use of or access to the Licensed Tele Atlas Products, including the Data and the Tele Atlas Database, whether or not as a result of violation by Licensee of this Article, entitles Tele Atlas to immediately terminate this Agreement by written notice, without prejudice to any other remedy of Tele Atlas by law or under this Agreement.

6.2 **Intellectual Property (rights) notices.** Licensee shall display the Tele Atlas logo and copyright notice, clearly and legible on the Licensed Tele Atlas Products:

“© 2006-200_ Tele Atlas. All rights reserved. This material is proprietary and the subject of copyright protection, database right protection and other intellectual property rights owned by Tele Atlas or its suppliers. The use of this material is subject to the terms of a license agreement. Any unauthorized copying or disclosure of this material will lead to criminal and civil liabilities.”

If the Licensed Tele Atlas Product generates either hard copy or electronic maps, the following notice must appear on each map image:

“©2006-200_ Tele Atlas, released MM/YYYY” [*month/year of the Licensed Tele Atlas Products*]

The dates to be included in the notice shall be identical to the dates in the notice contained in the version of the Licensed Tele Atlas Product(s) used.

6.3 **Confidentiality.** The Licensed Tele Atlas Products include confidential and proprietary information and materials. Accordingly, Licensee agrees to hold the Licensed Tele Atlas Products in confidence and trust. Licensee agrees to take reasonable steps to protect the Licensed Tele Atlas Products from misappropriation or misuse. Licensee agrees not to extract stand-alone data from or publish any part of the Licensed Tele Atlas Products without the prior written consent of Tele Atlas. Licensee may disclose relevant aspects of the Licensed Tele Atlas Products to its employees, agents or representatives with a need to know for the purposes of the license granted in this Agreement and who are bound by confidentiality obligations at least as protective as this provision. Licensee acknowledges that the terms of this Agreement are confidential and it will not disclose such information to third parties.

6.4 **Government Agency.** If Licensee is a state, federal or other public entity (“Government”), Licensee agrees to protect the Licensed Tele Atlas Products from public disclosure. In the event that Licensee is required to disclose the Licensed Tele Atlas Products under any law or regulation that permits public access and/or reproduction or use of the Licensed Tele Atlas Products, Licensee shall notify Tele Atlas in writing prior to such disclosure and if Tele Atlas is unable to comply with such disclosure, this Agreement shall be automatically terminated and considered immediately null and void. Any software, documentation and/or data delivered hereunder is subject to the term of this Agreement. Any computer software, data, database, documentation and/or technical data delivered hereunder to the Government, either directly under a prime contract, or indirectly through subcontract, is subject to the terms of this Agreement. In no event shall the Government acquire rights greater than LIMITED or RESTRICTED rights as described in DFARS 252.227-7014(a)(1) (JUN 1995) (DOD commercial computer software definition), DFARS 227.7202-1 (DOD policy on commercial computer software), FAR 52.227-19 (JUN 1987) (commercial computer software clause for civilian agencies), DFARS 252.227-7015 (NOV 1995) (DOD technical data – commercial items clause); FAR 52.227-14 Alternates I, II, and III (JUN 1987) (civilian agency technical data and noncommercial computer software clause); and/or FAR 12.211 and FAR 12.212 (commercial item acquisitions), as applicable. In case of conflict between any of the FAR and DFARS provisions listed herein and this Agreement, the construction that provides greater limitations on the Government’s rights shall control.

7. **Warranties**

7.1 During the term of the Agreement, Tele Atlas warrants that:

- (a) the media containing the Licensed Tele Atlas Products is free from defects in materials and workmanship on date of delivery. If this is not the case, Tele Atlas shall provide Licensee with a replacement copy of the Licensed Tele Atlas Products after notice from Licensee;
- (b) it is the owner of the Licensed Tele Atlas Products and all rights pertaining thereto, including Intellectual Property Rights, or has adequate rights to grant the license to Licensee, and grants the License herein free of all claims, liens, encumbrances and other restrictions that would materially interfere with the use of the Licensed Tele Atlas Products as permitted in this Agreement. If this is not the case, Article 13 applies; and
- (c) for a warranty period commencing upon the Effective Date and lasting sixty (60) business days thereafter, the Licensed Tele Atlas Products will conform in all material respects as described in the applicable user manuals. If this is not the case, Tele Atlas shall perform technical support services at no cost to Licensee and/or deliver promptly any amendments or alterations to the Licensed Tele Atlas Products or other solutions necessary to remedy or avoid any condition which causes the Licensed Tele Atlas Products to fail to conform to this warranty.

7.2 TELE ATLAS SHALL PERFORM AT ITS SOLE EXPENSE THE APPLICABLE REMEDIES SET FORTH IN ARTICLE 7.1 AND SUCH REMEDIES SHALL BE LICENSEE'S SOLE AND EXCLUSIVE REMEDIES, AND TELE ATLAS AND ITS SUPPLIERS SHALL HAVE NO FURTHER LIABILITY OR OBLIGATION TO LICENSEE IN CONNECTION WITH THE ASSOCIATED BREACH OF WARRANTY.

7.3 EXCEPT AS EXPLICITLY PROVIDED HEREIN, THE LICENSED TELE ATLAS PRODUCTS ARE PROVIDED AND THE RIGHTS ARE GRANTED ON AN "AS IS" AND "WITH ALL FAULTS" BASIS AND TELE ATLAS AND ITS SUPPLIERS DO NOT MAKE AND HEREBY EXPRESSLY DISCLAIM ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES, INCLUDING, BUT NOT LIMITED TO, NON-INFRINGEMENT, REMAINDER IN EFFECT, MERCHANTABILITY, SATISFACTORY QUALITY, ACCURACY, TITLE, ENFORCEABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO ORAL OR WRITTEN INFORMATION PROVIDED BY TELE ATLAS AND ANY OF ITS EMPLOYEES, AGENTS OR THIRD PARTY SUPPLIERS SHALL CREATE A WARRANTY, AND LICENSEE IS NOT ENTITLED TO RELY ON ANY SUCH INFORMATION.

8. **Support.** During the term of this Agreement, so long as Licensee is not in default, experienced Tele Atlas staff will be available during the normal daytime business hours (9:00AM – 5:00PM EST; excluding holidays and weekends) to answer questions about the content and specifications of the Licensed Tele Atlas Products. Licensee shall designate a single technical contact person, reasonably acceptable to Tele Atlas for support of Licensed Tele Atlas Products. Tele Atlas will provide the foregoing support for each version of the Licensed Tele Atlas Products for a period of twelve (12) months from the date of commercial release of such version.

9. **Fees.** Licensee shall pay to Tele Atlas the license fees indicated on Attachment A (the "Annual License Fees"). The Annual License Fees shall be due and payable as set forth on Attachment A. If Licensee desires to increase the number of Users or purchase a license to additional Licensed Tele Atlas Products, the parties may do so by amending this Agreement.

10. **Payment and Records.** In the event that Licensee fails to make any payments by the due date, Licensee shall be in default without any notice being required and shall owe Tele Atlas interest at the maximum allowable statutory rate at the time or two percent (2%) per month, whichever is less, on the overdue amount. Interest shall accrue from the due date up to and including the date on which full payment is made. Furthermore, any failure on the part of Licensee to make the payments due hereunder will entitle Tele Atlas to terminate this Agreement, without prejudice to any other right or remedy of Tele Atlas by law or under this Agreement. There will be no deductions from any payments due to Tele Atlas because of any bank charges, conversion costs, sales use or taxes, "contingents", quotas or any other taxes, levies or charges unless separately agreed to in writing by Tele Atlas. Licensee shall not be excused from its payment obligations under this Agreement under any circumstances whatsoever. Tele Atlas retains the right to withhold shipment of Licensed Tele Atlas Products for failure to pay fees due.

11. **Maintenance of Records.** The Licensee and its Affiliates shall keep, maintain and preserve in its principal place of business during the Term and for at least five (5) years following the expiration or termination of this Agreement or any renewals, complete and accurate records and accounts covering all transactions relating to this Agreement, including but not limited to, invoices, correspondence and all other pertinent records and accounts. Such records and accounts shall be maintained in accordance with generally accepted accounting procedures and

principles and shall be available for Tele Atlas's inspection. Licensee shall make copies of such records available to Tele Atlas for the purpose of ascertaining the accuracy and correctness of such statements.

12. **Inspection.** Tele Atlas shall be at liberty, upon giving at least five (5) days prior written notice to Licensee, to have an independent third party ("Inspectors"), appointed by Tele Atlas, examine the said records and accounts at any time or times during the License Period and for three (3) years thereafter, during normal business hours.

The Licensee must permit an Inspector, appointed by Tele Atlas, during ordinary business hours to examine and verify all or any records required to be maintained by the Licensee under this Agreement and any supporting records held by the Licensee. The Licensee will make available, in the required form and in the required manner, all information and documentation, which the Inspector considers necessary for the proper performance of the Inspection. The Licensee must give all assistance necessary to the Inspectors to carry out their Inspection and permit the Inspectors to take copies of any of those records to the extent necessary to comply with applicable professional standards to keep a record of work performed such as for defense and archiving purposes.

Fees and expenses incurred in connection with Inspections shall be borne by Tele Atlas, unless such inspection shall reveal that an error of two percent (2%) or more, in any royalty reporting was made. In such case the fees and expenses in connection with the Inspection during which such error was discovered and forthwith all outstanding royalties with interest thereon calculated shall be borne by the Licensee.

13. **Limitation of Liability.** NOTWITHSTANDING THE OTHER PROVISIONS OF THIS AGREEMENT, AND EXCEPT FOR VIOLATION OF ANY OF THE PROVISIONS OF ARTICLES 2, 3 OR 16 BY LICENSEE, NEITHER PARTY NOR ITS SUPPLIERS SHALL BE LIABLE, ON WHATEVER GROUND, FOR DAMAGE SUFFERED BY THE OTHER PARTY AS A RESULT OF THIS AGREEMENT, INCLUDING FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL OR OTHER INDIRECT DAMAGES, INCLUDING LOST PROFITS, LOSS OF USE OR BUSINESS INTERRUPTION, REGARDLESS OF WHETHER THE PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR VIOLATION OF ANY OF THE PROVISIONS OF ARTICLES 2, 3 OR 16 BY LICENSEE, IN NO EVENT WILL THE TOTAL LIABILITY OF EITHER PARTY OR ITS SUPPLIERS ARISING OUT OF THIS AGREEMENT EXCEED THE AMOUNTS PAID OR PAYABLE TO TELE ATLAS IN THE PERIOD OF TWELVE (12) MONTHS PRIOR TO THE DATE ON WHICH THE DAMAGE OCCURRED.

14. **Term and Termination**

14.1 **Term.** This Agreement will commence on the Effective Date and continue for a period of one (1) year unless terminated earlier as provided in this Agreement. Thereafter, this Agreement shall automatically renew for additional one (1) year periods unless either Party notifies the other Party in writing at least thirty (30) days prior to expiration of the then current term of its intent not to renew. Notwithstanding the foregoing, should a single shipment be noted on Attachment A, then this Agreement shall automatically terminate at the end of one (1) year.

14.2 **Termination.**

- (a) Each Party may terminate this Agreement by written notice to the other Party immediately if the other Party is in material breach of any of the terms of this Agreement, if such breach is incapable of remedy, or if such breach, being remediable, is not remedied within a period of thirty (30) days from the date of a written notice requesting the remedy. Termination of the Agreement due to breach shall not prejudice the right of either Party to claim damages from the other Party. If termination is due to a breach by Licensee, Licensee is required to pay to Tele Atlas, in addition to the fees due, an amount equal to the fees which would have been due for the remainder of the term.
- (b) Without prejudice to any other rights and obligations, each Party may terminate this Agreement with immediate effect, by notifying the other Party in writing, if in the country in which the other Party is established or in any country in which any property or debtor of the other Party is located one of the following events occurs:
 - (i) The other Party's business has been discontinued;
 - (ii) The other Party has ceased to exist or has been dissolved or liquidated;
 - (iii) The other Party has been declared bankrupt, or has been granted suspension of payments, on a temporary basis or otherwise, has become subject to procedure which may lead thereto, or the other Party has, wholly or partly, lost the free management or disposal of its property or a large part thereof in any other way, has become insolvent or entered into an agreement with its creditors;
 - (iv) The other Party has assumed liability, directly or indirectly, and as surety, joint and several co-debtor, guarantor or otherwise, for the debts of a third party, other than for debts of a group

- company and, other than for tax debts for which the other Party, as part of a fiscal unity, is or will become liable by law;
- (v) An entity other than an Affiliate has become holder of more than fifty percent (50%) of the shares in the other Party's share capital or is capable, of exercising more than fifty percent (50%) of the voting rights in the general meeting of the other Party;
 - (vi) Proceedings have been brought before a court or a competent arbitration tribunal which, if they result in a decision against the other Party and the decision is enforced, constitute a ground as mentioned in this Article; or
 - (vii) A competent government body has taken an irrevocable or other decision which, if it is carried out, constitutes a ground as mentioned in this Article.
- (c) Tele Atlas shall have the right to modify, change the price of, or discontinue any of the Licensed Tele Atlas Products at any time with three (3) months prior written notice to Licensee. If Tele Atlas discontinues any Licensed Tele Atlas Product, Licensee may terminate this Agreement as of the effective date of the discontinuation by providing written notice to Tele Atlas at least thirty (30) days prior to such effective date.
 - (d) Tele Atlas shall have the right to immediately terminate this Agreement in the event that Licensee:
 - (i) has been converted into another legal form or has been involved in a legal merger, split-up or similar division or Licensee's business has been transferred to a third party outside the normal course of Licensee's business; or
 - (ii) is directly or indirectly involved in any claim or proceedings concerning infringement of Intellectual Property rights by Tele Atlas or its Affiliates or contesting the validity or enforceability of one or more of the Intellectual Property rights of Tele Atlas or its Affiliates.
 - (e) The terminating Party may partially terminate the Agreement with regards to any Licensed Tele Atlas Product, provided that no termination can take place in respect of obligations which have already been performed, or fees already due, at the time of the notification.

14.3 Rights and obligations after end of Agreement. Upon expiration or termination of this Agreement, all rights granted to, and obligations undertaken by the parties shall terminate immediately and Licensee shall cease any and all use of the Licensed Tele Atlas Products and all Data, and all rights granted herein shall forthwith revert back to Tele Atlas, except as provided herein.

After expiration or termination of this Agreement, Licensee shall

- (a) immediately discontinue all use of the Data and the Licensed Tele Atlas Products;
- (b) return within thirty (30) days of such expiration or termination to Tele Atlas the Know-how, Data, Tele Atlas Database and all copies of the Licensed Tele Atlas Products, including the data carriers, in its possession;
- (c) pay to Tele Atlas all fees and amounts accrued under this Agreement prior to the expiration or termination hereof; and
- (d) furnish to Tele Atlas the names and addresses of all Permitted Consultants.

15. Survival. All rights and obligations pursuant to this Agreement which by their wording or nature shall continue after expiration or termination of this Agreement, shall survive. This includes, without limitation, the provisions regarding Intellectual Property, Confidentiality, Indemnifications, Warranties and Limitations of Liability. Any fees and other payment obligations incurred by a Party prior to expiration or termination of this Agreement shall survive and shall be paid by the responsible Party immediately after such expiration or termination.

16. Indemnification

16.1 Licensee shall indemnify Tele Atlas against any claim made by a third party in connection with a failure by Licensee or a person for whom Licensee is liable by law to perform its obligations under this Agreement or a tort or other unlawful act committed by Licensee or such person in connection with the preparation, conclusion or performance of this Agreement.

16.2 Tele Atlas shall protect, defend, or at the sole discretion of Tele Atlas: settle, indemnify and hold Licensee harmless from any and all demands, liabilities, obligations, damages, suits, judgments or settlements, including reasonable costs and attorneys' fees incurred by Licensee which arise from third party claims which are asserted against Licensee to the extent that such claims are based upon a contention that the Data, the Licensed Tele Atlas Products or any part thereof infringe any copyrights, trademarks or trade secrets of any third party under the laws of the country, provided that:

- (a) Licensee notifies Tele Atlas promptly in writing of any claim in sufficient time to enable Tele Atlas to protect its interests without prejudice;
- (b) Tele Atlas has the sole right to control the defense and/or settlement thereof;
- (c) Licensee provides all relevant information and reasonable cooperation to Tele Atlas in its defense of such claim, of which the costs will be borne by Tele Atlas; and
- (d) Licensee shall not admit or settle any such claim without the prior written consent of Tele Atlas.

16.3 TELE ATLAS SHALL NOT HAVE ANY LIABILITY UNDER ARTICLE 16.2 TO THE EXTENT THAT ANY CLAIM IS BASED UPON

- (A) THE USE OF THE DATA OR A LICENSED TELE ATLAS PRODUCT IN VIOLATION OF THE TERMS OF THIS AGREEMENT, INCLUDING OUTSIDE THE SCOPE OF THE LICENSE;
- (B) THE MODIFICATION OF THE DATA OR A LICENSED TELE ATLAS PRODUCT OR ANY PORTION THEREOF BY ANYONE OTHER THAN TELE ATLAS, PROVIDED THAT THE DATA OR THE LICENSED TELE ATLAS PRODUCT IN UNMODIFIED FORM ARE NOT THE CAUSE OF SUCH CLAIM;
- (C) THE USE OF THE DATA OR THE LICENSED TELE ATLAS PRODUCT IN COMBINATION WITH OTHER PRODUCTS THAN THOSE SUPPLIED BY TELE ATLAS, PROVIDED THAT THE DATA OR THE LICENSED TELE ATLAS PRODUCT ARE NOT THE CAUSE OF A CLAIM;
- (D) THE NECESSARY COMPLIANCE OF THE DATA OR THE LICENSED TELE ATLAS PRODUCT WITH PREVAILING INDUSTRY STANDARDS;
- (E) CONTINUED MANUFACTURING, DISTRIBUTION, OR LICENSING OF DATA OR A LICENSED PRODUCT BY LICENSEE AFTER BEING NOTIFIED OF ANY ALLEGEDLY INFRINGING ACTIVITY OR AFTER BEING INFORMED OF OR PROVIDED WITH MODIFICATIONS THAT WOULD HAVE AVOIDED THE ALLEGED INFRINGEMENT;
- (F) A (COUNTER)CLAIM BROUGHT BY A THIRD PARTY AGAINST LICENSEE OR LICENSEE'S CUSTOMERS, WHERE SUCH CLAIM HAS BEEN MADE BY SUCH THIRD PARTY IN RESPONSE TO AN INITIAL CLAIM BY LICENSEE THAT SUCH THIRD PARTY INFRINGES ANY INTELLECTUAL PROPERTY RIGHT OWNED OR CONTROLLED BY LICENSEE.

16.4 If Tele Atlas and/or Licensee is, as a result of any claim referred to in Article 16.2, enjoined from using any Licensed Tele Atlas Product or if Tele Atlas believes a Licensed Tele Atlas Product may infringe any third party right, Tele Atlas may in its sole discretion and at its expense:

- (a) procure the right for Licensee to continue use of such Licensed Tele Atlas Product;
- (b) replace or modify the Licensed Tele Atlas Product so as to make it non-infringing; or
- (c) terminate this Agreement and refund a pro-rated portion of the consideration Licensee paid to Tele Atlas for the affected Licensed Tele Atlas Product.

16.5 The provisions of Articles 16.2 through 16.4 contain the sole obligations of Tele Atlas and the exclusive remedies of Licensee with regards to the claims mentioned therein.

16.6 Licensee shall comply with all laws applicable to Licensee in connection with use of the Licensed Tele Atlas Products, including but not limited to tax laws, criminal laws, competition and anti-trust laws, data protection laws and e-commerce laws, provided, however, that if any local law or regulation shall conflict with the governing law of this Agreement as stated in Article 17.6, and application of such local law or regulation is not mandatory, the governing law shall have precedence, and shall indemnify Tele Atlas against any claim made by a government authority or other third party in connection with a violation of any laws by Licensee.

17. **General**

17.1 **Compliance with Laws.** Licensee will comply with all laws applicable in connection with use of the Licensed Tele Atlas Products. Licensee acknowledges and understands that the Licensed Tele Atlas Products may be subject to restrictions on export and agrees to comply with any applicable export laws.

17.2 **Publicity.** If either Party wishes to issue a press release or engage in marketing activities in connection with the activities contemplated in this Agreement, such releases will be subject to prior review and written approval of the other Party, which shall not be unreasonably withheld or delayed. Licensee agrees that Tele Atlas may publicly announce and list Licensee as a customer of Tele Atlas. Tele Atlas agrees that Licensee may publicly announce and list Tele Atlas as a vendor of Licensee.

The provisions of Article 17.2 shall not affect any announcement required by law, a binding decision by a court or government authority or the rules of any recognised stock exchange on which the shares of either Party are listed, provided that the Party making the announcement shall consult with the other Party insofar as is reasonably practicable before complying with such an obligation.

Licensee shall make no false or misleading representations with regard to Tele Atlas or the Licensed Tele Atlas Products or engage in deceptive business practices.

17.3 Independent Contractors. The parties hereto are independent contractors and, except as specifically agreed otherwise, have and shall have no power to bind, contract in the name of or create any responsibility for or liability against the other Party. Nothing contained in this Agreement shall be deemed to constitute a partnership or any other form of legal association between the parties.

17.4 Assignment. Neither this Agreement nor any of the rights or obligations hereunder may be assigned by a Party without the prior written consent of the other Party. Notwithstanding the foregoing, a Party may assign this Agreement without the prior written consent of the other Party if the assignment is a result of a merger, reorganization, consolidation or transfer of all or a large part of the assets, provided that the assignee agrees to assume and perform all obligations of the assigning Party under this Agreement insofar as performance is to occur after the assignment, and the assigning Party remains liable for all obligations arising under this Agreement prior to the assignment. In the case of an assignment by Licensee, the assignee shall not be, at the time of assignment, a Competitor, and prior to assignment the Licensee shall provide Tele Atlas with all information required to verify compliance by assignee with the provisions of this Article.

17.5 No Waiver. No waiver of any right under this Agreement shall be deemed effective unless contained in writing, signed by both parties, and no failure or delay by either Party in enforcing any right or remedy under this Agreement shall be construed as a waiver of such right or remedy or of any future exercise of such right or remedy, or of any other right or remedy, by such Party.

17.6 Governing Law. This Agreement will be exclusively governed in accordance with the laws of the state of New York, without regard to the conflict of laws principles thereof, *provided however*, this provision shall not preclude or prevent the enforcement of any applicable Database Rights or other Intellectual Property rights not provided for in the law of New York or the United States of America. The United Nations Convention of Contracts for the International Sale of Goods ("CISG") shall not apply to this Agreement.

17.7 Dispute resolution and Escalation. The Parties will attempt in good faith to resolve promptly any dispute arising out of or relating to this Agreement by negotiation, unless this cannot reasonably be expected (e.g. in case of emergency or immediate risk of irreparable harm). If no amicable resolution is reached between the Parties' respective managers responsible for the operation of the Agreement, the matter shall be addressed as follows:

- (a) The issue shall be referred for negotiation between senior managers of the respective Parties or board level officials who have no prior involvement in the dispute; if either of those senior managers conclude after a discussion of the issue (or if no such discussion has taken place within ten (10) days), that they cannot reach a resolution; then
- (b) The matter will be transferred to the CEO of Tele Atlas and the CEO of the Licensee (or in the absence of a CEO the acting CEO(s)) for negotiation. If the CEO of Tele Atlas and CEO of the Licensee both agree they may seek the assistance of a mutually acceptable mediator acting in a non-binding confidential mediation for a period of mediation that is mutually acceptable.

Only after the CEO of Tele Atlas and the CEO of Licensee have made a good faith effort to meet and discuss the dispute at least once, including the expiration of any mediation period (or a request for such a meeting has been outstanding for more than thirty (30) day, may the matter be the subject of litigation, which shall be in accordance with the Arbitration clause below.

Any dispute, controversy or claim arising out of, relating to, or in connection with the execution, delivery and performance of this Agreement shall be finally settled under the Commercial Rules of the American Arbitration Association by one or more arbitrators appointed in accordance with said Rules. Notwithstanding said rules or the terms of this section, the arbitrators shall not have the jurisdiction or authority to award damages or remedies which have been precluded by the terms of this Agreement. The arbitration shall be held in New York, New York and conducted in the English language. The parties undertake to abide by the decisions of such arbitrators, which shall be final and binding and enforceable in any competent jurisdiction and, to this extent, each Party hereby waives any

jurisdictional or venue defenses and shall not pose any procedural objection to the enforcement of any such decision in any competent jurisdiction.

17.8 **Signatures.** Facsimile signatures shall be deemed valid as original for all purposes. Digital signatures shall be deemed valid as original for all purposes provided that such digital signature is capable of verification and is linked to data in such a manner that if the data are changed, the digital signature is invalidated.

17.9 **Counterparts.** This Agreement may be executed in any number of duplicate counterparts, each of which is an original, and all of which together shall constitute one and the same instrument.

17.10 **Severability.** In the event that any provision of this Agreement is or shall be held by a government authority or a court of competent jurisdiction to be illegal, invalid or unenforceable, in whole or in part, under any law, such provision shall to that extent and for that jurisdiction be deemed not to form part of this Agreement and be amended and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by the applicable laws of such jurisdiction and the remaining provisions of this Agreement shall remain in full force and effect.

17.11 **Force Majeure.** Neither Party will be liable for any failure or delay in its performance under this Agreement, except the making of payments, due to causes which are beyond its reasonable control, including an act of civil or military authority, fire, epidemic, flood, earthquake, riot, war, sabotage, terrorist attack, financial or other crisis, failure of suppliers and governmental action. In the event of such force majeure, the Party claiming the occurrence thereof shall promptly inform the other Party in writing and shall use its best efforts to resume performance of its obligations, or any part thereof, as soon as possible.

17.12 **Performance.** If a Party fails to perform any obligation under this Agreement, such Party shall be in default after the other Party has sent written notice of default requiring performance and no performance has taken place within the period specified in the notice of default or within thirty (30) days, whichever is sooner. The Party in default may not require performance of this Agreement by the other Party, insofar as such performance is related to the default.

17.13 **No Other Terms.** The terms and conditions of this Agreement govern all transactions contemplated by this Agreement including all orders by Licensee. Any proposed variation from or addition to these terms and conditions appearing on any purchase order or other document submitted by Licensee are null and void.

17.14 **Entire Agreement; Amendment.** This Agreement constitutes the entire agreement between the parties in respect of the subject matter hereof and supersedes all prior and contemporaneous understandings, negotiations, commitments, oral or written communications, representations, undertakings and agreements. This Agreement may only be amended in a written document signed and executed by the parties.

17.15 **Compliance with Export Laws.** Licensee will comply with all laws applicable in connection with use of the Licensed Tele Atlas Products. Licensee acknowledges and understands that the Licensed Tele Atlas Products may be subject to restrictions on export and agrees to comply with any applicable export laws.

17.16 **No Third Party Rights.** Unless otherwise stated in this Agreement, the terms and conditions of this Agreement are between Tele Atlas and Licensee only and there are no third party beneficiaries of any of the terms or conditions hereunder.

17.17 **Notices.** Notices and other statements in connection with this Agreement must be in writing, in the English language, and may only be given by way of a letter sent by courier, by regular mail, by telefax, and/or by email. For all notices and all other matters relating to this Agreement, each Party nominates the address referred to below as its place of residence:

If to Tele Atlas:
Tele Atlas North America, Inc.
11 Lafayette Street
Lebanon, NH 03766-1445

Attention: Contracts Department
Phone: 603/643-0330

If to Licensee:
Metropolitan Transportation Commission
Joseph P. Bort MetroCenter, 101 Eighth Street
Oakland, CA 94607-4700

Attention: Kearey Smith
Phone: 510-817-5738

Fax: 603/643-5210

Fax: 510-464-7847

A notice shall be considered delivered and effective upon actual receipt and in any case no later than seven (7) days after the notice was sent.

17.18 **Costs.** Unless this agreement provides otherwise, all costs which a Party has incurred or must incur in preparing, concluding or performing this agreement are for its own account.

In witness whereof, the parties have signed and executed this Agreement in twofold.

Tele Atlas: Tele Atlas North America, Inc.

Licensee: Metropolitan Transportation Commission

Richard M. DeWaele

[Signature]

[duly authorized]

[duly authorized]

Richard M. DeWaele

(print or type name)

(print or type name)

Sr. Corporate Counsel

title

title

13 Oct 2009

10/23/09

date

date

Attachment A**Modification to Standard Terms & Conditions**

Section 2, License Grant, shall be deleted and replaced with the following:

2.1 Internal License Grant. Subject to the terms and conditions of this Agreement, Tele Atlas hereby grants to Licensee a non-exclusive, non-transferable, non-perpetual license to use the Licensed Tele Atlas Products identified on Attachment A together with applicable documentation and any Updates provided to Licensee for internal use only and not for commercial use or resale, for the number of Users identified in Attachment A. Licensee may provide the Licensed Tele Atlas Products to its independent contractors and consultants ("Permitted Consultants") only for the purpose of such independent contractor or consultant performing work on behalf of Licensee relating to Licensee's permitted uses set forth in this Agreement, provided that (i) Licensee and the independent contractor/consultant enter into a legally-binding agreement including non-use and non-disclosure provisions at least as restrictive as those set forth in this Agreement, (ii) the independent contractor/consultant agrees in writing to return all of the Licensed Tele Atlas Products to Licensee no later than the termination of this Agreement and certifies that all of the Licensed Tele Atlas Products have been removed from the independent contractor's systems, and (iii) the independent contractor/consultant is not a Competitor. Certain Licensed Tele Atlas Products may be subject to additional conditions and restrictions as set forth in the attachments to this Agreement. Copyright requirements and specific supplier provisions as detailed in the attachments to this Agreement can be amended and updated by Tele Atlas from time to time pursuant to Article 17.17.

2.2 Web Located License Grant. Subject to the terms and conditions of this Agreement, Tele Atlas hereby grants to Licensee a non-exclusive, non-transferable, non-perpetual license to use the Licensed Tele Atlas Products identified on Attachment A together with applicable documentation and any Updates provided to Licensee for Internet use. Internet usage of data is permitted solely for "Web Locator" applications where the general public may enter a single address in order to locate themselves or the nearest object of interest. Licensee's Web Locator applications shall provide (i) static electronic Map Display including, but not limited to, jpeg, gif, tif, pdf, bit-mapped or raster-images; and (ii) any geocoded address displayed as icons on the Map Display. Licensee shall not provide (x) the Internet user's address; or (y) route information between addresses provided to Internet users as text directions and/or highlighted on the Map Display. "Map Display" means a visual rendering of any portion of the Licensed Tele Atlas Products which may display lines, points or polygons that are sourced, in whole or in part, from the Licensed Tele Atlas Products. Each Map Display shall contain the appropriate copyright information as detailed in Section 1.2 below. Tele Atlas' latitude and longitude coordinates, address range, ZIP+4 and Census attribute data shall be protected and shall not be extractable. No other product generated from the Licensed Tele Atlas Products shall be disclosed, licensed or sold, in whole or in part, to any third party, without Tele Atlas' express written permission.

2.3 Derivative Data Layers License Grant. Subject to the terms and conditions of this Agreement, Licensee, its Partnership Agencies and Contract Sublicensees may use the Licensed Tele Atlas Product(s) to create derivative data layers solely for the transportation and planning related purposes of Licensee and its Partnership Agencies ("derivative data layers"). The derivative data layers being created using the Licensed Tele Atlas Products are limited to the following: regional bike routes and trails, public transit routes, public transit stops, other point-based data that may be address matched to the Licensed Tele Atlas Product(s), transportation analysis zones ("TAZ"), special districts, transportation service areas, route based linear referencing systems, Licensee's Metropolitan Transportation System ("MTS"), Transportation Improvement Projects (lines, points and polygons that relate to specific improvements in the regions transportation system).

These derivative data layers will not contain any Tele Atlas Data or Attributes, or other road attributes, including one way and turn restrictions, or other unique characteristics of the Licensed Tele Atlas Product that will allow non-licensed users to recreate or re-engineer any data layer of the Licensed Tele Atlas Product(s). Any Geocoded addresses can be displayed as icons on the Map Display; and may include Route information between addresses provided to Users and highlighted on the Map Display. Tele Atlas Copyright must be included on all derivative data layers. Individual street segments will not be available in any derivative data layers and must be combined into one street layer or tile. Licensee shall technologically prevent or contractually prohibit Partnership Agencies, Contract Sublicensees, Permitted Consultants and all Users from using the derivative data layers from being used for turn-by-turn navigation applications.

Licensee, its Partnership Agencies and Contract Sublicensees may create these derivative data layers by selecting portions of the Licensed Tele Atlas Product(s) and copying them to hybrid layers that combine with other portions of the Licensed Tele Atlas Product(s) and/or edits made by the Licensee, its Partnership Agencies or Contract Sublicensees.

Licensee may use these derivative data layers in their internal applications and Internet mapping applications, and may license these derivative data layers with parties not included in this License Agreement for no fee without counting as Users and may post these derivative data layers on Internet sites for general download and use by other organizations

Licensee may provide the Licensed Tele Atlas Products to its Partnership Agencies and Contract Sublicensees for use of the Tele Atlas Products in accordance with this Agreement, provided that (i) Licensee and each Partnership Agency enter into a legally-binding agreement including non-use and non-disclosure provisions at least as restrictive as those set forth in this Agreement, (ii) each such Partnership Agency and Contract Sublicensees agree in writing to return all of the Licensed Tele Atlas Products to Licensee no later than the termination of this Agreement and to certify to Licensee that all of the Licensed Tele Atlas Products have been removed from its core systems, and (iii) such Partnership Agency and Contract Sublicensees are not a Competitor.

As of the effective date of this Agreement, Licensee's Partnership Agencies are transit operators, congestion management agencies ("CMAs"), the Association of Bay Area Governments ("ABAG"), RIDES for Bay Area Commuters, the Bay Area Air Quality Management District ("BAAQMD"), and San Francisco Bay Area city and county government agencies.

It is recognized that the specific list of Partnership Agencies may change from time to time and this is permissible under this Agreement. Licensee will notify Tele Atlas of any changes or additions to the Partnership Agencies identified above on each annual anniversary of this Agreement.

If the allowed Number of Users is not reached after providing the Licensed Tele Atlas Products to the above Partnership Agencies, Licensee may share the Tele Atlas Products with other Partnership Agencies, as defined above, at Licensee's discretion.

The Annual License Fee for the licenses granted under this Agreement set forth in Section 2 covers up to two hundred fifty (250) Users. If the number of Users exceeds that number of Users at any point in time, Licensee is required to contact Tele Atlas to make arrangements to license the additional number of Users. Any changes in the number of Users covered by this Agreement shall be made through an Amendment to this Agreement. Permitted Consultants may use the Licensed Tele Atlas Product(s) for no fee without counting as Users solely to fulfill their contractual obligations with the Licensee and its Partnership Agencies without express written consent of Tele Atlas.

Section 3.2 and 4(b):

Notwithstanding contrary provisions of Sections 3.2 and 4(b) and any other provision of this Agreement, Licensee and its Partnership Agencies are specifically granted the right to use the Licensed Tele Atlas Product(s) in any or all of their business locations, districts, offices or Partnership Agencies and may place the Licensed Tele Atlas Product(s) on multiple servers at their respective sole discretion, subject to any additional charges for Users in excess of the Maximum Number of Users as defined in this Attachment A.

Section 4(d):

Notwithstanding contrary provisions in Section 4(d), other than copies for internal use and for Permitted Consultants use and except as provided herein, Licensee and its Partnership Agencies shall not distribute copies of the Documentation, or any part thereof, without the express written consent of Tele Atlas.

Section 6.1:

Notwithstanding contrary provisions in Section 6.1, Licensee agrees to exercise no less than the same degree of care that it exercises, or in the observance of reasonable care should exercise, with respect to its own confidential and proprietary information of equal importance to it.

Section 10:

Notwithstanding contrary provisions of Section 10, the late fee for payment that is more than thirty (30) days overdue shall be 1% of the late payment, accruing from the last date on which payment was due.

Section 14.1, Term, shall be deleted and replaced with the following:

14.1 Term. This Agreement will commence on the Effective Date and continue for a period of three (3) years unless terminated earlier as provided in this Agreement.

Sections 17.6 and 17.7:

Notwithstanding contrary provisions in Sections 17.6 and 17.7, governing law shall be the laws of the State of California, and arbitration shall take place in the San Francisco Bay Area.

Attachment C, MTC Special Provisions, is added to the Agreement, as attached.

Number of Users:

Two Hundred Fifty (250)

Licensed Tele Atlas Products

Tele Atlas[®] MultiNet[®] North America, commencing with version 2008.10, coverage for the State of California, annual Updates (total of one (1) shipment per year).

Annual License Fees

For each year the Agreement is in effect, Licensee shall pay to Tele Atlas an Annual License Fee (the "Annual License Fee"), due no later than thirty (30) days after receipt of an invoice from Tele Atlas, specifying the amount due and addressed as follows:

Attention: Accounting Section
Metropolitan Transportation Commission
Joseph P. Bort MetroCenter
101 - 8th Street
Oakland, CA 94607-4700

In year one of the Agreement, the Annual License Fee is Forty Three Thousand Two Hundred Dollars (\$43,200).

In year two and year three of the Agreement, the Annual License Fee is Fifty Three Thousand Two Hundred Dollars (\$53,200).

This is not a perpetual license.

Payment

Tele Atlas shall invoice Licensee for the Annual License Fee upon Tele Atlas's receipt of the signed Agreement with payment due within thirty (30) days of invoice date. In subsequent years, the Annual License Fee shall be due by the anniversary of the Effective Date of the Agreement.

Remit Payments to: Tele Atlas North America, Inc.
PO Box 3506
Boston, MA 02241-3506

Delivery

Tele Atlas will ship the Licensed Tele Atlas Products within seven to ten (7-10) business days of receipt of both the signed Agreement and purchase order (for Agreements of \$10,000 or more). Updates, if licensed above, will be delivered according to Tele Atlas's normal commercial product release schedule.

Note: This pricing offer is valid provided the Agreement is executed by August 31, 2009.

Attachment B
Additional Licensed Product Provisions and Details

1. Additional Provisions with respect to the Tele Atlas® MultiNet® data of the United Kingdom only. In addition to the provisions described in this Agreement, the following shall apply to the Licensee:

- a. Licensee shall prohibit the removal of obscuring of any copyright, trademark or restrictive legend belonging to Ordnance Survey.
- b. Disclaim all warranties of Ordnance Survey, whether express or implied, including but not limited to, the implied warranties of non-infringement, merchantability, completeness, accuracy, and fitness for a particular purpose. Acknowledge that Ordnance Survey makes no warranty and gives no representation that the Tele Atlas MultiNet® data of the United Kingdom is complete, accurate and/or up to date and it is an essential condition of the Tele Atlas MultiNet® data of the United Kingdom.
- c. Disclaim all liability of Ordnance Survey with respect to the Tele Atlas MultiNet® data of the United Kingdom.
- d. Licensee shall not use the Tele Atlas MultiNet® data of the United Kingdom in any printed, published form that is to be distributed freely or sold to the public without the prior permission of Ordnance Survey.
- e. Licensee shall indemnify Ordnance Survey from and against all claims, demands or actions, irrespective of the nature of the cause of the claim, demand or action alleging loss, costs, expenses, damages or injuries (including injuries resulting from death) arising out of the use of the Tele Atlas MultiNet® data of the United Kingdom.
- f. Licensee shall accept the obligation to, on request, provide Ordnance Survey with information on what products and/or services containing and/or derived from the Licensed Tele Atlas Products they produce.
- g. Licensee shall be liable to Ordnance Survey in the event of discovery of breach of the aforementioned contractual terms.

Regarding audits

The rights of Tele Atlas as defined in this Agreement apply as well for Ordnance Survey's auditors' and/or the National Audit Office in case of delivery of UK data. Any sum payable shall be subject to interest at two per cent (2%) over the base rate from time to time of National Westminster Bank plc from the date this sum was originally due up to the date of payment (whether before or after judgment).

Licensee hereby agrees that in the event of discovery of breach Licensee shall be jointly and severally liable to Ordnance Survey.

2. Additional Provisions with respect to the Tele Atlas® MultiNet® data of Norway only. Licensee is prohibited from using the Tele Atlas® MultiNet® data of Norway to create general purpose printed or digital maps, which are similar to the basic national products of the Norwegian Mapping Authority.

3. Additional Provisions with respect to the Tele Atlas® MultiNet® data of Poland only. Licensee is prohibited from using the Tele Atlas® MultiNet® data of Poland to create commercial printed maps or map products.

4. Additional provisions with respect to Tele Atlas® Address Points: Licensee's use of the Tele Atlas® Address Point Licensed Product and any portion thereof, is limited to use solely for the purpose of enhancing the value and/or use of the spatial vector data furnished or made by Tele Atlas. Notwithstanding anything to the contrary herein, or in any attachment or exhibit hereto, in no event shall Licensee use the Tele Atlas® Address Point Licensed Product or any portion thereof (including but not limited to longitude/latitude coordinates derived from the Tele Atlas® Address Point Product) in connection with or in conjunction with spatial street vector data furnished or made by a Party other than Tele Atlas.

5. Additional provisions for Tele Atlas® Points of Interest (the "POIs"). With respect to the POI Licensed Products: Licensee specifically agrees that it shall not:

- (a) except as otherwise specifically set forth herein, license or otherwise provide the POI Licensed Products to any third party for the purposes of resale, sublicensing, redistribution or for the purpose of compiling, enhancing, verifying, supplementing, adding to or deleting from any mailing list, geographic or trade directories, business

directories, classified directories, classified advertising which is sold, rented, published, furnished or in any manner provided to a third party;

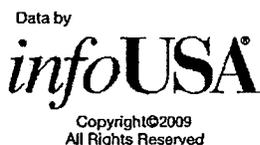
(b) make the POI Licensed Products available in an on-line environment unless properly secured and/or encrypted to prevent unauthorized access to the POI Licensed Products; and

(c) use the POI Licensed Products, either in whole or in part, as a factor in (i) establishing an individual's eligibility for credit or insurance; (ii) connection with underwriting individual insurance; (iii) evaluating an individual for employment or promotions, reassignment or retention as an employee; (iv) in connection with a determination of an individual's eligibility for a license or other benefit granted by a governmental authority; or (v) for soliciting survivors of deceased persons.

(d) create mailing or telemarketing lists unless authorized in this Agreement.

(e) Licensee will house the POI Licensed Products on the Internet behind firewalls and will implement a system of controls that will (i) protect the integrity of the POI Licensed Products; (ii) control access to the POI Licensed Products and (iii) prevent unauthorized usage or copying of the POI Licensed Products.

(f) Licensee shall display the POI Licensed Product copyright notice at all times in conjunction with the Tele Atlas copyright notice. As of the Effective Date of this Agreement, the copyright notice for the POI Licensed Product is:



Following restrictions will apply to usage of the POI Licensed Products for Internet Applications:

"Internet" means a free to consumer delivery of transactions, and shall be comprised of (a) electronic map images including, but not limited to, jpeg, gif, tif, pdf, bit-mapped or raster images; (b) any Geocoded addresses displayed as icons on the Map Display; and (c) Route information between addresses provided to Users as text Directions and/or highlighted on the Map Display combined with third party business listings marketed by Licensee on the Internet. The Internet cannot be used with a Sensor, as a Navigation System, as a commercial application, or as an In-Vehicle Component.

- (i) Search by business name or single category in a geography (city, state or zip)
- (ii) No all business search permitted
- (iii) No multiple category search permitted
- (iv) No more than ten (10) results per page
- (v) No more than seven (7) pages per search
- (vi) infoUSA logo (no text attribution) to be displayed on all pages, except as detailed in Article 10.2
- (vii) ZIP codes may be displayed only one record at a time
- (viii) Following information may be displayed to Users on public website
 - (a) Business Name
 - (b) Address
 - (c) Phone number
 - (d) Contact Name (in case of professionals)
 - (e) Cuisine information (no category information to be displayed)
- (ix) Users with more than five (5) million page views per month are to be authorized by infoUSA.

Following restrictions will apply to usage of the POI Licensed Products for Enterprise Data Usage:

"Enterprise Data Usage" means internal usage within corporations for analysis purposes. The Licensed Products will not be incorporated into a Derivative Offering and will not be redistributed in any way. Only employees of the enterprise will have access to the data.

- (i) POI Licensed Products to be used only in conjunction with the Licensed Tele Atlas Products
- (ii) Search business name or single category (no all business searches are permitted)
- (iii) No ZIP code display in summary view, ZIP codes may be displayed one (1) record at time
- (iv) No more than ten (10) records per page

(v) Users with over five (5) million page views per month are to be authorized by infoUSA

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Attachment C

Special Provisions for MTC

The following provisions are contractual requirements of entering into agreements with MTC (Licensee).

1. **Termination without Cause.** Notwithstanding the provisions of Paragraph 14.1, Licensee may terminate this Agreement without cause by providing written notice to Tele Atlas, in the event funding becomes unavailable for the next fiscal year (beginning on July 1). In such event, all fees already paid shall be nonrefundable. Upon such termination, Licensee shall follow the requirements for termination set forth in this Agreement.

2. **Prohibited Interest or Activity.** TELE ATLAS warrants that, to its knowledge, no member, officer or employee of Licensee has any interest, direct or indirect, in this Agreement or the proceeds thereof. TELE ATLAS further warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for TELE ATLAS, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person other than bona fide employees working solely for TELE ATLAS, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, Licensee shall have the right to terminate this Agreement without liability or, at its discretion.

3. **Project Manager.** Licensee's Project Manager for this Agreement is Kearey Smith, or a designated representative. As Project Manager, Mr. Smith is responsible for communication with TELE ATLAS and the administration of this Agreement.

