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9. Term This Agreement shall commence on the day that You have clicked on the "I Accept" button below and will remain effective unless terminated by one of the parties with a notice period of one (1) month or unless terminated by TomTom pursuant to Section 5.

10. Miscellaneous Nothing in this Agreement shall create a joint venture, partnership or principal-agent relationship between TomTom and You. The laws of The Netherlands shall govern this Agreement. Sections 2, 7, 8 and 10 shall survive the expiration or termination of this Agreement. This is the exclusive and complete Agreement between TomTom and You regarding its subject matter. This Agreement may be amended, altered, or modified only by a writing executed by both parties. You may not assign any part of this Agreement without TomTom's prior written consent. Upon any attempt by You to assign, transfer or convey all or any portion of this Agreement, this Agreement shall be immediately terminated. This Agreement shall terminate automatically, without notice, if You breach any of Your obligations hereunder. You acknowledge and understand that the Licensed Products may be subject to restrictions on exportation and agrees to comply with any applicable export laws. In the event that any provision or part of a provision of this Agreement is determined to be invalid, illegal, or unenforceable, such provision or part thereof shall be stricken from this Agreement and the remainder of this Agreement shall be valid, legal, and enforceable to the maximum extent possible. 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. Any notice under this Agreement shall be delivered by certified mail, return receipt requested, or by overnight courier to TomTom's Legal Department at Oosterdoksstraat 114, 1011 DK Amsterdam, The Netherlands.