



## **SUPPLEMENTAL LICENSE TERMS**

TIBCO® GeoAnalytics  
TIBCO® GeoAnalytics Builder  
TIBCO® GeoAnalytics Finder

For purposes of these terms, "GeoAnalytics Product" means TIBCO® GeoAnalytics, TIBCO® GeoAnalytics Builder and TIBCO® GeoAnalytics Finder.

The GeoAnalytics Product contains map data from TomTom Global Content B.V. ("TomTom") and HERE Europe B.V. ("HERE") (collectively, "TIBCO LICENSOR") and are subject to the additional license terms set forth below. Your use of the GeoAnalytics Product is restricted to your internal business use.

You shall not use the GeoAnalytics Product to provide competitive information about TomTom or its products to third parties. You shall not provide display or allow access to the actual numerical latitude and longitude coordinates in using the GeoAnalytics Product. You shall not use the GeoAnalytics Product for in-flight navigation.

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

You shall keep a complete and accurate audit trail of all financial and non-financial transactions relating to this Agreement. You shall grant TIBCO and/or its applicable licensors and/or their agents reasonable accompanied access upon reasonable prior notice, during working hours, to its premises, accounts and records relevant to this Agreement for the purposes of verifying and monitoring your compliance with your obligations under this Agreement (the "Audit") and shall provide all reasonable cooperation and assistance in relation to the Audit. Any sums payable as a result of the Audit shall be subject to interest at two percent (2%) over the base rate from the date the sum was originally due up to the date of payment (whether before or after judgment).

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*Additional Provisions with respect to the data of Norway only.* You are prohibited from using the data of Norway to create general purpose printed or digital maps, which are similar to the basic national products of the Norwegian Mapping Authority. (Any Authorized Application of the data of Norway shall be regarded as



similar to the basic national products of the Norwegian Mapping Authority if such Authorized Application has a regional or national coverage, and at the same time has a content, scale and format that are similar to the basic national products of the Norwegian Mapping Authority.)

*Additional provisions with respect to the Municipal Boundary layer of the Administrative Areas Licensed*

*Product:* You shall not use the Municipal Boundary layer of the Administrative Areas product to create or derive applications which are used by third parties for the purpose of tariff, tax jurisdiction, or tax rate determination for a particular address or range of addresses.

*Additional Provisions with respect to 3D Landmarks Map Data (the "3D Landmarks"):* You agree to include as soon as practically possible, but no later than the first new release of the Authorized Application following Licensee's receipt of any 3D Landmarks, any copyright notices related to the display of such landmarks on every Authorized Application and in the "about box" of the Authorized Application.

Notwithstanding the aforementioned, TomTom has the right to decide, at its sole discretion, to remove specific 3D Landmarks in subsequent releases of its data.

*Additional Provisions with respect to the GDF Viewer (the "GDF Viewer"):* You shall use the data for the sole and limited purpose of assisting you in viewing, analyzing and sectioning the data. In no event shall you use the data to view, analyze, section or in any way manipulate spatial map data that is not provided by TomTom. You shall not derive or attempt to derive the source code of all or any portion of the data by reverse engineering, disassembly, decompilation, translation or any other means. You shall affix the following copyright notice on any copy of the GDF Viewer, or any portion of the TomTom map data: "Software ©2011 TomTom North America, Inc. All rights reserved."

*Additional Provisions with respect to the data for China:* You agree that your use of data for China may be subject to additional terms and conditions which shall be provided to you when available to TomTom. China data may not be exported from China.

*Additional Provisions with respect to the data for India:* You agree that your use of the data for India may be subject to additional terms and conditions which shall be provided to you when available to TomTom. India data shall not be altered or changed during Licensee's product creation / publication process.

*Additional Provisions with respect to the data for Korea:* You agree that your use of the data for Korea may be subject to additional terms and conditions which shall be provided to you when available to TomTom. Korea data may not be exported from Korea. Data cannot be shipped to End Users in an open format (such as ESRI shapefile).

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

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

*Additional provisions with respect to the Premium 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. The Premium Points of Interest North America cannot be licensed to the following companies, their commonly owned companies or aliases: Acxiom, Accudata, Allant, Alliance Data, eBeureau, Equifax, Experian,



Knowledgebase Marketing, ChoicePoint, Harte-Hanks, Infutor, Donnelley Marketing, infoGroup, Trans Union, Transaction Network Services, and LexisNexis.

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

You agree that the use of the Brand Icon component is subject to the terms and conditions set forth in this Agreement and that there may be additional third party terms, conditions and restrictions to which the use of the Brand Icon component will be subject and which will be provided to you from time to time in the future.

*Additional provisions with respect to the Speed Profiles, TomTom Traffic, and any other traffic related*

*Licensed Product:* No data, including Speed Profiles or TomTom Traffic or any derivatives, thereof shall be used for the purpose of enforcement of traffic laws, including but not limited to the selection of potential locations for the installation of speed cameras, speed traps or other speed tracking devices.