STANDARD TERMS AND CONDITIONS FOR SOFTWARE SUPPORT AND MAINTENANCE SERVICE OF TOMTEC CORPORATION

The software support and maintenance services listed in the quotation are offered by TomTec Corporation, located at 525 W. Monroe Street, Suite 2360, Chicago, IL 60661, USA (hereinafter "TomTec") only under the following terms and conditions (the "Standard Terms Software Maintenance"):

1   DEFINITIONS

A.   "**Customer**" shall mean the customer identified in the quotation.

B.   "**Services**": Services under the scope of these Standard Terms Software Maintenance are specified in Section 3.

C.   "**Software License**": means the terms and conditions of the software license granted to Customer for the use of the software.

D.   „**Licensed Software**": means a copy of the software, of which the Customer acquired a right of use within the scope of the Software License from TomTec.

E.   „**Hotfix**": means a temporary solution for preventing the occurrence of malfunctions or defects in the Licensed Software.

F.   „**Service Pack**": means a copy of program parts containing either a single or a bundle of remedies of malfunctions or defects for the Licensed Software.

G.   „**Update**": means a copy of program parts containing either a single or a bundle of remedies of malfunctions or defects and additional marginal performance features for the Licensed Software.

H.   „**Upgrade**": means a copy of a software program representing an improved version of the Licensed Software by substantial additions to and adaptations of the performance features of the prior program version.

I.   „**Remote Access Service (RAS)**": means remote access by a user in order to be able to connect the local computer with the remote computer or network and to use sources of the remote computer or network as if a LAN-connection would exist.

J.   „**Call-Back-Procedure**": means a procedure for RAS via analogue or ISDN connection, whereby the Customer is identified after dialling the telephone number of the Customer. Shortly after hanging up a connection computer calls back in order to reconnect.

2   GENERAL

This Standard Terms Software Maintenance are relating to the purchase and sale of support and maintenance services for the software licensed by TomTec to Customer pursuant to the Software License and as may be amended from time to time ("Licensed Software"). This Standard Terms Software Maintenance supersedes any and all other correspondence, quotations, or understandings between the Parties relating to the subject matter hereof, and shall govern and apply to Services provided to Customer under these Standard Terms Software Maintenance, regardless of any terms and conditions appearing on any license form, purchase order or other forms submitted by Customer to TomTec or the inconsistency of any terms therein and herein.

3   SCOPE OF SERVICES

The following Services only refer to the current version of the Licensed Software. These Services will be provided by TomTec to the Customer within the scope of the software maintenance, unless any other agreements have been made.

A.   Remedy of Defects.

1.   During the term of the software maintenance period TomTec will use reasonable effort to remedy defects and malfunctions of the Licensed Software which materially affect the utilisation of the Licensed Software within a reasonable period of time. Customer is responsible for installation and support of any third party software and hardware on the workstation that is not part of the original TomTec configuration. Any problems caused by such third party hardware/software are not covered under the terms of these Standard Terms Software Maintenance. TomTec is not responsible for the loss of any third party applications or files caused by the installation or re-installation of Licensed Software. TomTec does not guarantee the compatibility of third party hardware and software that is installed by the Customer.

2.   Any remedy of defects and malfunctions by TomTec requires that the Customer (i) logs the potential occurrence of the respective defect and malfunction including the circumstances under which it occurred and (ii) provides TomTec with such records for the remedy of such defect or malfunction.

3.   The Services provided by TomTec shall not contain the remedy or removal of the following malfunctions or defects: malfunctions or defects, which are caused by (i) the improper utilisation of the Licensed Software or a utilisation contrary to the Software License; and/or (ii) the utilisation of the Licensed Software in a different operational environment as agreed; and/or (iii) the external influence of third parties, the influence of force majeure or other influences TomTec is not responsible for. Such malfunctions or defects can be remedied or removed by TomTec upon separate payment and upon request of the Customer.

4.   TomTec will use its best effort to remedy malfunctions or defects in the Licensed Software at the option of TomTec (i) via remote maintenance of the system by RAS, (ii) at the location of the Customer or (ii) if reproducible in the backup of the Customer Licensed Software version at TomTec according to section 4, by delivery of a fault-free software. Minor malfunctions or defects in the Licensed Software will be repaired or removed by delivery of a new Service Pack, Update or Upgrade.

5.   Response times, service hours and contact information for the communication of malfunctions or disturbances are specified in section 8 hereunder.

6.   If TomTec fails to remedy malfunctions or defects within a reasonable period of time, the Customer will be provided with a Hotfix, to the extent economically reasonable for the Customer. However, TomTec will use reasonable effort to remedy malfunctions or defects on a permanent basis.

7.   Telephone Consultation. Technical advice and trouble-shooting counseling is available by telephone during TomTec`s regular business hours. Emergency access to TomTec support personnel is available at any time via the published TomTec Emergency Support Hotline. Customer is responsible for all telephone costs incurred in connection with telephone consultation. The hotline is not a substitute for user training or consultations of the user manual.

B.   Modifications due to modified laws or regulations. Should laws or other regulations require modifications and/or adaptations of the Licensed Software which are necessary for the agreed utilization of the Licensed Software, these are carried out in accordance with the scheduling possibilities of TomTec. TomTec will inform the Customer about the required change. Modifications due to modified laws or regulations are subject to a separate payment by Customer, in case of an unreasonably workload for TomTec.

C.   Improvements. TomTec will inform the Customer about new Service Packs, Updates und Upgrades pertaining to the Licensed Software. Copies of Service Packs and Updates for the Licensed Software will be provided to the Customer free of charge. Copies of Upgrades of the Licensed Software and its documentation may be free of charge depending on the Software Support and Maintenance

agreement purchased by Customer.

D.   Additional Services. TomTec may in its sole discretion offer additional services (the "Additional Services") not provided pursuant to these Standard Terms Software Maintenance upon the request of Customer. Customer shall compensate TomTec for all Additional Services at the rate set forth on TomTec`s then current fee list and for all expenses incurred by TomTec as the result of such Additional Services including, without limitation, travel and accommodation expenses.

4   BACKUP OF THE CUSTOMER SOFTWARE VERSION AT TOMTEC

TomTec maintains an updated backup of the Licensed Software version installed at Customer's location, in order to (i) guarantee a prompt replacement in case of destruction and/or loss of the Licensed Software and (ii) trace any malfunctions or defects of the Licensed Software reported by the Customer with the respective version at TomTec.

5   COOPERATION OF CUSTOMER

A.   Remote System Maintenance. Customer agrees to maintenance of the Licensed Software by RAS with the Call-Back-Procedure. Modem and service software are provided by TomTec free of charge during the term of the software maintenance period. Remote maintenance makes rapid response times and error diagnosis possible without having to be on site. A complete system check is carried out each month in order to keep the failure rate as low as possible.

B.   Hardware Access. Should it be necessary, despite remote maintenance, to work on site, Customer guarantees TomTec personnel unhindered access to its computers and grants them the required computer hours for the software maintenance free of charge. Such work on site is charged at a reduced hourly rate of fifty percent (50%) of the list price in effect at the time the work is performed. Other expenditures, such as the costs for travel and overnight accommodations, are charged to Customer at TomTec`s costs.

C.   Customer Data Backup. Customer is solely responsible and agrees to undertake back up of all data and programs stored on data carriers at frequent and regular intervals. Customer is advisable to do a back-up on a daily basis.

6   CUSTOMER'S RESPONSIBILITIES

Prior to requesting TomTec provide any Services hereunder, Customer shall ensure that the Licensed Software has been properly installed and interconnected. Customer shall allocate sufficient time for the provision of Services by TomTec. Customer shall be invoiced at TomTec`s then current rates for any delays caused by Customer's failure to provide TomTec proper access to the Licensed Software. Customer shall provide, at its sole expense, operators and other labor and equipment necessary for TomTec`s performance hereunder.

7   RESPONSIBLE PERSON

The Customer shall declare one person as the responsible person for the system at Customer side, who owns all necessary powers and authorities for performing the Services. The person who is responsible for the system shall be the contact person for TomTec in terms of questions regarding the performance of the Services.

8   CONTACT INFORMATION / SERVICE HOURS / RESPONSE TIME

A.   All inquiries regarding consulting and maintenance services and the report of malfunctions and defects are to be submitted either via Hotline (+1-888-4-TOMTEC (866832)), email (supportUSA@tomtec.de) or facsimile (+1-8668169626). The Customer bears the costs incurred for contacting TomTec.

B.   TomTec provides Service on all business days, Monday to Friday of any calendar week, except to statutory holidays in USA, between 7:00 am and 7:00 pm CST. Other service hours require a separate written agreement and are not included in the annual service fees.

C.   TomTec will use reasonable effort to respond to service

and maintenance inquiries of the Customer and to reports of malfunctions and defects at the latest until the next business day following the business day on which the inquiry or report has been received by TomTec.

9   DELIVERY OF PROGRAMS PARTS/PROGRAMS

TomTec provides the Customer with Hotfixes, Service Packs, Updates and Upgrades (program parts/programs) in object code format, at the option of TomTec either (i) by delivery of the copy of such program part or program on an appropriate data carrier, (ii) or by electronic delivery or (iii) as download. The classification of the respective program/program part under the terms „Hotfix", „Update", „Upgrade" and „Service Pack" is at the equitable discretion of TomTec.

10   RIGHTS IN THE SOFTWARE PRODUCTS

A.   The programs/program parts supplied by TomTec within the scope of the software maintenance are the intellectual property of TomTec and protected by copyright, patent rights and other property rights.

B.   TomTec grants the Customer a single-user, non-exclusive license on programs/program parts (Hotfixes, Service Packs, Updates, and Upgrades) and corresponding documentation according to the Software License for the Licensed Software.

C.   The Customer obtains a right of use on the programs/program parts supplied by TomTec, only if he owns a valid right of use on the Licensed Software. The Customer is not allowed to reverse engineer, decompile, disassemble or make other changes or interventions in the software, except and only to the extent that such activity is expressly permitted by applicable law.

D.   The right of use on the program/program parts replaced by program/program parts supplied by TomTec within the scope of the software maintenance terminates within 2 weeks after the Customer uses the supplied program/program parts operationally. However, such right of use terminates, at the latest, one calendar month after receipt of the supplied program/program parts by the Customer. The Customer is entitled to create a backup copy for archival purposes.

11   PRICES AND PAYMENT

The fee(s) payable by Customer to TomTec for TomTec`s Services are set forth in the quotation. If Customer obtains additional licenses for additional TomTec software during the initial or any renewal term of the software support and maintenance, such additional licenses shall be set forth in in the respective quotation and the fee(s) for Services shall be increased accordingly. The fee(s) for the Services do not include duty, tariffs, taxes, insurance, banking or similar charges, which shall be borne by Customer, unless otherwise agreed upon in writing. Unless otherwise specified on the face hereof, the terms of payment of the total invoice price for the Services as well as any Additional Services ordered hereunder shall be due within thirty (30) days from the date of the invoice. Overdue amounts shall bear a delinquency charge of interest at eighteen percent (18%) per annum or the maximum rate permitted by law. Customer shall have no right of reducing payments to TomTec for any reason and no right to any set-off with alleged counter-claims. Customer agrees to reimburse TomTec for any costs and expenses (including reasonable attorneys' fees) in connection with the collection of any amounts owed to TomTec.

12   TERM AND RENEWAL

Subject to the provisions of Section 13 hereof, the Software Support and Maintenance Services agreement shall take effect upon acceptance by TomTec, and shall continue in full force and effect for a one (1) year period. Thereafter, the Software Support and Maintenance Services agreement shall automatically renew for successive one (1) year periods unless either Party gives written notice to the other of its intent to terminate this agreement not less than ninety (90) days prior to the expiration date of the initial term or any renewal term. Upon the automatic renewal of the Software Support and

Maintenance Services agreement, all terms and conditions shall apply during the renewal term, except for the fees. TomTec shall advise Customer of the fee for any renewal term not less than ninety (90) days prior to the expiration of the term immediately preceding the renewal term. In the event that TomTec does not advise Customer timely of the new fees for the renewal term, the renewal term shall be subject to the fees of the term immediately preceding the renewal term.

13 TERMINATION

Notwithstanding the provisions of Section 12, TomTec may, in its sole discretion, terminate the Software Support and Maintenance Services agreement at any time without notice in the event Customer 1) fails to pay any sums due to TomTec hereunder or otherwise, or; 2) otherwise breaches these Standard Terms Software Maintenance. Customer may not terminate the Software Support and Maintenance Services agreement without the prior written consent of TomTec. In the event of termination of this Software Support and Maintenance Services agreement by either Party for any reason, the Parties expressly agree that no refund, in full or in part, will be made.

14 CONFIDENTIALITY AND DATA PROTECTION

A.   The Customer undertakes to treat confidential information which is disclosed to him in the course of the business relationship of TomTec with their customer as confidential. Any such information must not be disclosed to third parties. Confidential information is, in particular, all information concerning trade and business secrets and all information that is characterized or marked as confidential.

B.   The following information is considered to be non-confidential: (i) Information which has already been made public to a broad extent at the time of its disclosure, (ii) Information which is made public to a broad extent at the time of disclosure, unless a breach of contract by Customer takes place, (iii) Information which became known to the Customer in written form through daily business before its disclosure; or (iv) Information, which, at the time of disclosure, is received by Customer from the third party that legally owns it. This does not include information which has been received by an infringement of contract, or legal or trust obligations.

C.   The Customer will inform his employees about the confidentiality of the information according to section 14 and to oblige them to maintain secrecy.

D.   After a written request by TomTec the Customer must return all materials which contain or present confidential information within a reasonable period.

E.   TomTec will comply with all applicable laws and regulations relating to the protection of data, notably in the event Customer provides access to its place of business or to its hard- and software to TomTec and/or permits TomTec to access the Licensed Software via RAS in order to fulfill TomTec`s obligations hereunder. TomTec will ensure that its employees and/or agents having access to any personal data are bound by these terms as well. Personal data will be treated in accordance with all applicable laws and regulations relating to the protection of data.

F.   Notwithstanding the foregoing, Customer hereby warrants and undertakes to TomTec that personal data, if transferred by Customer to TomTec shall be depersonalized by Customer prior to any transfer to TomTec.

15 LIMITED WARRANTIES

A.   ALL SERVICES AND PRODUCTS PROVIDED WILL BE PROVIDED ON AN "AS IS" BASIS. THE WARRANTY EXPRESSED HEREIN SHALL BE IN LIEU OF ANY OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, APPLICATION OR USE, OR ANY EXPRESS OR IMPLIED WARRANTY FOR DESIGN, AND IS IN LIEU OF ANY AND ALL OTHER OBLIGATIONS OR LIABILITY ON TOMTEC'S PART.

B.   NOTWITHSTANDING THE FOREGOING, ANY USED PRODUCTS, ARE SOLD OR LICENSED BY TOMTEC ON AN "AS IS" BASIS AND WITHOUT ANY WARRANTIES WHATSOEVER, WHETHER EXPRESS OR IMPLIED.

16 LIMITATION OF LIABILITY

A.   CUSTOMER ACKNOWLEDGES AND AGREES THAT TOMTEC, ITS SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS SHALL NOT BE LIABLE TO CUSTOMER FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL, CONSEQUENTIAL DAMAGES OR SIMILAR DAMAGES, INCLUDING ANY LOST PROFITS OR LOST DATA ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE EVEN IF TOMTEC, ITS SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

B.   CUSTOMER WILL INDEMNIFY, DEFEND, AND HOLD HARMLESS TOMTEC, ITS SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS AGAINST ANY LOSS, DAMAGE, EXPENSE, OR COST, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING OUT OF ANY CLAIM, DEMAND, PROCEEDING OR LAWSUIT RELATED TO CUSTOMER'S UNAUTHORIZED USE OR MISUSE OF THE LICENSED SOFTWARE.

C.   CUSTOMER ACKNOWLEDGES AND AGREES THAT UNDER NO CIRCUMSTANCES SHALL TOMTEC, ITS SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS BE LIABLE FOR ANY LOSS, COST, EXPENSE, OR DAMAGE TO CUSTOMER IN AN AMOUNT THAT COLLECTIVELY EXCEEDS THE ANNUAL SERVICE FEE.

17 JURISDICTION

The Parties hereby submit to the jurisdiction of the courts of the State of Illinois and the Federal Courts situated in such state.

18 GOVERNING LAW

THESE STANDARD TERMS SOFTWARE MAINTENANCE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO ITS CONFLICTS OF LAW RULES.

19 FORCE MAJEURE

A.   In the event that any circumstance beyond the control of the Parties hereto ("Force Majeure") and in particular without prejudice to the foregoing, acts of God or the public enemy, fire, explosion, earthquake, lightning, storm, hurricane, failure of public services, perils of the sea, flood, drought, war, riots, sabotage, accident, embargo, government priority, shortage or failure of supply of materials or equipment from normal sources for manufacture of the products, labor disputes, or strikes, in consequence of which TomTec is prevented, impeded, or suffers interference with the Services of, or Customer is prevented, impeded, or suffers interference with the acceptance of the Services, failure or disruptions in third-party-controlled or operated facilities, worms, viruses and other disabling and/or disruptive software, communications and/or files then neither TomTec nor Customer shall have any claim against the other for any direct or indirect or consequential loss, injury, or damage, which shall include, but not be limited to, any loss of trade or profit, which may be caused or sustained by either Party or any third party. However, the affected Party shall promptly upon the occurrence of any such cause so inform the other Party in writing, stating such cause has delayed or prevented its performance hereunder and thereafter such affected Party shall take all actions within its power to comply with the terms of any contract and these Standard Terms Software Maintenance as fully and promptly as possible.

B.   If either Party is unable to perform its respective obligations under these Standard Terms Software Maintenance for a continuous period of forty five (45) days by reason of Force Majeure then both Party, in utmost good faith, shall enter into discussions with a view to agreeing on such adjustments as may be mutually acceptable to continue under these Standard Terms Software Maintenance. If the Party cannot mutually agree on the continuation under these Standard Terms Software Maintenance, either Party may terminate the Software Support and Maintenance agreement. Termination will be without prejudice to the

rights and obligations accrued to the date of termination.

20 MISCELLANEOUS PROVISIONS

A. TomTec cannot guarantee the time of or time to complete any Services. Any times given or agreed to are only estimates. TomTec shall not be responsible for any damages caused by any delay.

B. If at any time any one or more of the provisions of these Standard Terms Software Maintenance become invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of any such provision in every other respect and of the remaining provisions of these Terms shall not be in any way impaired.

C. Any failure by either Party to enforce at any time any term or condition hereof shall not be considered a waiver of such Party's right thereafter to enforce the same or any other term or condition hereof.

D. Except as stated otherwise herein, Customer shall not assign or otherwise transfer its rights, duties, and obligations hereunder to any person or entity without the prior written consent of TomTec. Any unconsented attempt by Customer to assign or otherwise transfer its rights, duties, or obligations hereunder will be null and void. Notwithstanding the foregoing, the Party expressly agree that TomTec may use TomTec-selected subcontractors to perform its obligations hereunder.

E. No claim, action or cause of action arising out of any claimed breach hereof or the transaction hereunder contemplated may be asserted or brought by Customer in any form whatsoever more than one (1) year after the date on which the events giving rise to such cause of action or claim occur.

F. These Standard Terms Software Maintenance constitutes the complete and exclusive statement of the agreement between the Party hereto. It supersedes all prior written and oral statements, including prior representations, statements, conditions, or warranties. These Standard Terms Software Maintenance may not be amended or altered without the written consent of TomTec.