

Terms and Conditions for Pre-Release Tests

TomTom reserves the right to make amendments or additions to these Terms and Conditions for Pre-Release Tests at any time. By subscribing to the TomTom test program, you accept and are bound by all the Terms and Conditions herein and any amendments and additions to it.

1. Definitions

For the purpose of these Terms and Conditions for Pre-Release Tests the following terms shall have the meaning as specified herein:

"Terms" means these terms and conditions for pre-release tests including any schedules and or annexes hereto or any instructions provided by TomTom in this respect;

"Confidential Information" means all non-public information disclosed by TomTom to Tester under these Terms that is designated as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential.

Confidential Information includes without limitation (i) non-public information relating to TomTom's technology, customers, business plans, promotional and marketing activities, finances and other business affairs, (ii) Software, (iii) Hardware, and (iv) Services;

"Hardware" means the hardware, including appropriate documentation, provided by TomTom to Tester;

"Location Data" means data on the geographical position of the Hardware;

"Party" means either TomTom or the Tester;

"Parties" means both TomTom and the Tester;

"Product" means the Software and/or the Hardware and/or Services that are being tested by Tester under the test;

"Services" means services provided by TomTom, including Internet-based services, data services, real time information services such as traffic information, or the provision of other data, information, functionality or content;

"Software" means the software product, including appropriate documentation, provided by TomTom to Tester by means of product code, CD-ROM or any other medium.

2. TomTom's rights and obligations

2.1. TomTom shall provide Tester with Software and/or Hardware and/or

Services, as may be required for the testing to be conducted by Tester. TomTom hereby grants the Tester a non-exclusive, non-transferable, free license to use the Product and/or the data, information, functionality or other content obtained through the Services provided by TomTom for the purpose of Tester's personal use and solely to test and evaluate the Product.

2.2. TomTom shall instruct Tester on how to use and test the Products and what test data is desired by TomTom. Upon completion of testing, TomTom is entitled to request Tester to return the Products.

2.3. With respect to the testing of Software, TomTom shall provide Tester with a product code, CD-ROM(s), diskettes or other media free of charge. Services are provided to Tester free of charge and requires the submission of personal data to TomTom. With respect to the testing of Hardware, TomTom shall provide Tester with the Hardware sent to Tester free of charge and under the terms and conditions of loan of use, as described in these Terms. TomTom is entitled at any time to swap the Products at its own discretion and at its own costs.

2.4. For the purposes of testing only, TomTom can provide the Tester access to the web-based forum application developed by TomTom for testing purposes.

2.5. TomTom may, at its sole discretion, offer Tester a loyalty program or a reward that is related to the quality of the test data provided by the respective Tester to TomTom and the completion of the test.

3. Tester's rights and obligations

3.1. In exchange of the license granted hereunder, Tester shall test the Products by using the Product under normally expected operating conditions and report test data and other feedback ("Feedback") during the Test Period. TomTom shall provide Tester with specific instructions on how to provide the Feedback which may include, without limitation, filing in online reports and/or surveys, participating in interviews and maintaining a record of problems or errors.

3.2. Tester shall allow TomTom access to the Products for inspection, modifications and maintenance.

3.3. Tester may use the Products only to test the Products in accordance with these Terms.

3.4. Tester shall provide feedback to TomTom in accordance with the test requirements determined by TomTom by means of using the web-based forum or by other means. The Tester agrees that the information the Tester feeds back to TomTom is complete and accurate.

3.5. Tester shall inform TomTom in case of any irregularity (such as

damage, theft or loss) with respect to the Product immediately upon discovery and shall report theft of the Product with the local police immediately and inform TomTom of the crime reference number.

4. Products are trade secrets

4.1. The Products are a valuable trade secret of TomTom. Tester acknowledge that, by using the Product, access is granted to valuable information belonging and relating to TomTom which is considered to be confidential concerning the Product (specifically but not limited to, the on-screen display, new features, Product's development and functionality, bug fixes and other problems) provided by TomTom. It is entrusted to Tester only for the purpose set forth in these Terms. Tester shall maintain the Products in the strictest confidence. Furthermore, Tester will not without TomTom's prior written consent:

4.1.1. sell, assign, license or otherwise transfer (any portion of) the Product to any third party or use the Product in a manner to produce, market or support its own products;

4.1.2. disclose any information about the Products, its design and performance specifications, its object code, and the existence of the beta test and its results to anyone other than Testers who are performing the same testing and who shall be subject to the same or similar nondisclosure restrictions imposed by TomTom;

4.1.3. copy the Product or any portion of Product, except to the extent necessary to perform the testing;

4.1.4. reverse engineer, decompile or disassemble the Software or any portion thereof.

4.2. Tester does not work for, hired by or associated with a competitor of TomTom or a player in the satnav industry. Tester shall neither disclose any Confidential Information nor discusses Tester's participation to the test, with any third party including without limitation to any employee or representative of any competitor of TomTom or industry player. An industry player is a third party that is engaged in manufacturing, developing, marketing or selling products and/or services in the market of navigation solutions.

4.3. Tester agrees to use the Products with all due care and diligence and to take every reasonable step to ensure the security of the Product. Tester shall take security precautions to prevent access to the Products by any third parties to which disclosure and/or access is prohibited under the terms of these Terms and irrespective of whether the Product(s) is stored on Tester's hard drive or on physical media such as CD-ROMs or other media. Tester shall lock all copies of the Product and associated documentation in a desk or file cabinet when not in use.

4.4. The Products shall remain the exclusive property of TomTom. The property and/or control of TomTom's Confidential Information shall vest in and exclusively remain with TomTom. TomTom's disclosure of Confidential Information will not constitute an express or implied grant of any right, licence or interest to the Tester of any of TomTom's patents, copyrights, trade secrets, trade marks, know how, methodologies, ideas, concepts, algorithms, or other intellectual property rights of TomTom. Tester shall notify TomTom immediately upon discovery of any unauthorised use or disclosure of Confidential Information or any other breach of these Terms by the Tester. The Tester will co-operate with TomTom in every possible way to help TomTom regain exclusive possession and/or control of such Confidential Information and prevent any further unauthorized use and/or disclosure. For the avoidance of doubt, under these Terms, the Tester shall, under no circumstances seek to apply for, or register, as intellectual property rights or as Internet domain, business, company or trading names, anything embodied or contained in the Confidential Information disclosed to it by TomTom. The Tester shall not identify the Products as coming from any source other than TomTom.

4.5. Any Feedback by Tester shall become TomTom Confidential Information. Tester agrees that TomTom shall have the right to use the Feedback provided by Tester in any manner and for any purpose.

5. Term of the test

5.1. The test period shall start at the date that the Tester has received the Product, or any such date that is given by TomTom in the supporting instructions, and shall terminate when the test is being accomplished or when TomTom terminates the test prematurely by asking the Tester to return the Products, whichever occurs first. Any such termination by TomTom shall be in writing and shall have effect from the date of termination.

5.2. Tester may terminate the test at any time by informing TomTom in writing hereof and by returning the Product to TomTom.

5.3. The restrictions and obligations contained in Sections 4, 5, 7, 8, 9, 10, 11 and 12 shall survive the expiration, termination or cancellation of the test, and shall continue to bind the Tester, its successors and assigns.

6. Return of Product

6.1. Upon the end of the Test Period or at TomTom's first demand, Tester shall return to TomTom the Product within 5 working days of TomTom's written request and delete all portions of the Software from its computer memory.

6.2. When a Product is damaged, stolen or lost, TomTom, at its sole

discretion, shall determine on the basis of the circumstances whether Tester must compensate TomTom for any such damage, theft or loss.

6.3. Tester acknowledges and agrees that failure to comply with a request by TomTom to return the Product(s) will be considered as loss of the Product. Returning a defective Product to TomTom shall be considered as damage. TomTom, at its discretion, is entitled to charge Tester for the costs resulting from any damage or loss of the Product.

6.4. Tester agrees that TomTom may, at any point in time during the Test period, inspect the Product.

7. Disclaimer of Warranty

7.1. The Product is a pre-released product and may contain bugs, errors, inaccurate data and other issues that could cause system failure. Tester acknowledge that testing and quality assurance of the Product has not yet been completed and that the Product has not yet been commercially been released by TomTom. TomTom gives no warranty or representation with respect to its accuracy and reliability whatsoever. Tester acknowledges and agrees that it cannot rely exclusively on the Product for any purpose or reason. Tester hereby waives any and all claims that the Tester may have against TomTom arising out of or in connection with the Product(s) and/or the performance or non-performance of the Product.

7.2. THE PRODUCT IS PROVIDED "AS IS", AND TOMTOM DISCLAIMS ANY AND ALL REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCT(S), INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

8. Limitation of liability

8.1. Tester shall use the Product at its own risk. It's Tester's own responsibility to observe safe driving practices and to place, secure, and use the Product in a manner that will not cause accidents, personal injury or property damage. Tester shall not operate the Product while driving.

8.2. TOMTOM SHALL NOT BE LIABLE VIS-À-VIS TESTER AND/OR ANY THIRD PARTIES FOR ANY LOSS OR DAMAGE CAUSED BY OR IN CONNECTION WITH THE PRODUCT(S) OR THE TESTING OF SAME. TOMTOM SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE ARISING OUT OF THE USE AND/OR TESTING OF THE PRODUCT(S) OR ANY PERFORMANCE OF THESE TERMS, IRRESPECTIVE OF WHETHER SUCH LOSS OR DAMAGE ARISES OUT OF CONTRACT, TORT, OR ANY OTHER LEGAL THEORY EVEN IF TOMTOM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. Interim Injunction Proceedings

9.1. Tester acknowledges and agrees that disclosure or use of Confidential Information in violation of the terms of these Terms may cause irreparable harm to TomTom for which monetary damages may be difficult to ascertain or an inadequate remedy. The Tester therefore agrees that TomTom will have the right, in addition to its right to receive monetary damages and any other rights and remedies that may be available to it, to seek injunctive relief for any unauthorised use or disclosure of any Confidential Information in violation of these Terms.

10. Privacy

10.1. TomTom will observe all provisions of the relevant data protection laws and regulations, insofar as the violation of such provisions affects the interests of the Tester.

10.2. TomTom is free to collect, process, store and use personal data, more specifically the personal information that is logged for the use of the Product under the test and Tester's Location Data, to the extent that such is necessary for the purpose of the test and processing by TomTom of the Feedback under the test. TomTom could use your journey information (including location data) over longer time periods to analyze driving patterns and behavior which help us to improve our products and services such as TomTom maps and traffic services. We will apply techniques that protect your identity which means we are unable to identify you based on the journey information we collect and we will not try to.

10.3. When you spot a bug or some other error you can use app features to share certain data with TomTom for further analytics. This data contains recent locations, home, work, favorites and historical trips (every place visited in last 3 months and last 300 trips). This data will be stored on your device and automatically deleted after you have sent it to TomTom.

10.4. When you click the "Report a bug" button, your data about recent locations, home, work, favorites and historical trips will be available in an unencrypted file format. This file is stored on your device and the data will stay there until you share it with TomTom.

10.5. Please refer to the TomTom Privacy Policy (http://www.tomtom.com/en_gb/legal/privacy), which contains guidelines on how TomTom collects, uses and protects personal information.

10.6. The Tester agrees to the collection, processing, storage and use by TomTom of its personal data.

10.7. The Tester may revoke its consent for the collection, processing, storage and use of their Location Data at any time. Such revocation must be presented to TomTom in writing and results in the immediate

termination of the test. As a result of such revocation Tester shall be excluded from the test. Tester shall only be entitled to the loyalty program and/or reward if the tester has completed the test.

11. TomTom Beta Test forum

11.1. The TomTom Beta Test forum is a place for TomTom beta testers testing TomTom (beta) products.

11.2. This beta forum is a closed forum; you can only get access by invitation and participate during TomTom product beta testing by giving feedback on the beta forum and via online surveys. Any discussions here are confidential and limited under a Non-Disclosure Agreement. All information on this forum remains confidential, also after a beta test period has ended, unless TomTom explicitly released this information for publication.

11.3. You'll need to register to use the TomTom Beta Test forum.

11.4. Please refer to the TomTom Privacy Policy (<https://tomtom.com/privacy>), which contains guidelines on how TomTom collects, uses and protects personal information.

11.5. You must be at least 13 years old to participate on the TomTom Beta Test forum.

11.6. When you sign up as beta tester we collect your data to be able to select testers for specific beta test projects, to communicate with you and ship test products. By using and testing beta products these units are equipped with an option to collect specific logs to investigate issues. These insights are used to improve our products.

11.7. The data we use is the data that you have provided via the intake survey when signing up as TomTom beta tester and also includes IP-addresses and unique device identifiers. The data does not include any of the data collected and used by TomTom while you are using TomTom products or services, for example your location, navigation or workout data.

11.8. You can find general information regarding privacy and how we use your data on the TomTom Privacy Policy (<https://tomtom.com/privacy>). If you want to remove your beta test account, you can always do so by contacting us at tt_betatest@tomtom.com, and requesting an opt out from the TomTom beta test program.

12. Third Party content

12.1. The Products under these Terms may make use of third party software codes, data, information functionality, other content and algorithms. TomTom is not responsible for the content of any third-party websites or services, any links contained in third-party websites or services, or any changes or updates to third-party websites or services.

Where TomTom provides links and/or access to third-party websites and/or services it is only as a convenience to you, and the inclusion of any link or access does not imply an endorsement by TomTom of the third-party site or service.

13. Miscellaneous

13.1. Nothing in these Terms shall oblige TomTom to commercially release the Product enter into any further agreement, whether related to the Product(s) or not, with Tester. Furthermore, nothing in these Terms shall create any form or partnership, joint venture, agency or other arrangement or association between TomTom and the Tester, and neither Party shall make any announcement suggesting the same.

13.2. In addition to the terms and conditions contained herein, TomTom's end-user license agreement and TomTom's privacy policy shall also apply to these Terms. A copy of the most recent version hereof can be found on <http://tomtom.com/legal>.

13.3. Unless otherwise provided herein, these Terms constitutes the entire agreement between the parties relating to the subject matter hereof and these Terms may only be amended or modified in writing by both parties. Each Party's obligations here under are in addition to, and not exclusive of, any and all of its other obligations and duties to the other Party, whether express, implied, in fact or in law. Subject to the limitations set forth in these Terms, these Terms will inure to the benefit of and be binding upon the parties and their respective successors and assigns.

13.4. These Terms is personal to the Tester. The Tester may not assign or otherwise transfer any rights or obligations under these Terms to any third parties.

13.5. Any failure by either Party to enforce the other Party's strict performance of any provision of these Terms will not constitute a waiver of its right to subsequently enforce such provision or any other provision of these Terms.

13.6. If a provision of these Terms is held invalid under any applicable law or regulation, such invalidity will not affect any other provision of these Terms that can be given effect without the invalid provision.

13.7. The provisions contained in these Terms have been construed in accordance with and will be governed by Dutch law and each of the parties submits to the exclusive jurisdiction of the courts of The Netherlands.

13.8. In the event of a dispute arising out of or in relation to these Terms, the prevailing Party shall have the right to collect from the other Party its reasonable attorney fees and costs and necessary expenditures.