

## MAP DATABASE INFORMATION AND UPDATES (TYPE A ONLY)

### End User Licence Agreement

#### 1 The contracting parties

1.1 This Agreement has been entered into by and between FUJITSU TEN LIMITED (2-28, Goshō-dori 1 Chome Hyogo-ku, Kobe, 652-8510, Japan) as Licensor (hereinafter: Licensor) and You as the User (hereinafter: User; the User and the Licensor jointly referred to as: Parties) in subject of the use of the software products specified in this Agreement.

#### 2 Conclusion of the Agreement

2.1 The Parties hereby acknowledge that this Agreement shall be concluded by implicit conduct of the Parties without signing the Agreement.

2.2 The User hereby acknowledges that following the lawful acquisition of the software product constituting the object of this Agreement (Section 4), any degree of use, installation into a computer or other hardware, installation of such hardware into a vehicle, pressing of the "Accept" button displayed by the software during installation or use (hereinafter referred to as Use) shall mean that the User has accepted the terms and conditions of this Agreement as legally binding.

2.3 This Agreement shall by no means authorise use of the software product by those persons having unlawfully acquired the software product or having unlawfully installed it on a computer or in a vehicle.

#### 3 Relevant laws and regulations

3.1 Any action related to this Agreement will be governed by the laws of the Republic of Hungary, with specific reference to Act IV of 1959 on the Civil Code and to Act LXXVI of 1999 on Copyrights shall apply.

3.2 The original language version of this Agreement is the Hungarian version. This Agreement has versions in other languages as well. In case of dispute the Hungarian version shall prevail.

#### 4 Object of the Agreement and Termination

4.1 The object of this Agreement shall be the navigation guidance software product of Licensor as licensed from NNG Lic. (seated: Szepvolgyi út 35-37, Budapest 1037 Hungary, European Union) (hereinafter referred to as: the Software Product).

4.2 The Software Product shall include the operating computer program, its complete documentation, the map database pertaining thereto and any third-party contents and services accessible through the Software Product (hereinafter: Database).

4.3 Any form of display, storage, coding, including printed, electronic or graphic display, storage, source or object code, or any other as yet undefined form of display, storage, or coding, or any medium thereof shall be deemed parts of the Software Product.

4.4 Error corrections, additions, updates used by the User following the conclusion of this Agreement shall also be deemed parts of the Software Product.

4.5. Your rights under this Agreement will terminate immediately without notice from Licensor if you materially breach it or take any action in derogation of Licensor's and/or its licensors' rights to the Software Product. Licensor may terminate this Agreement should any Software Product become, or in Licensor's reasonable opinion likely to become, the subject of a claim of intellectual property infringement or trade secret misappropriation. Upon termination, you will cease use of, and destroy Software Product and confirm compliance in writing to Licensor

#### 5 Rights under copyright

5.1 Unless otherwise provided by law or contractual provisions, NNG Lic. is the sole and exclusive owner of all material copyrights vested in the Software Product and Licensor provides You a sublicense to the Software Product.

5.2 Copyrights extend to the whole Software Product and to its parts separately as well.

5.3 The owner(s) of the copyrights of the Database forming part of the Software Product is (are) the natural person(s) or corporate entity(ies) listed in the Appendix to this Agreement or in the "About" menu item of the operating computer programme (hereinafter referred to as Database Owner). The user's manual of the Software Product includes the name of the menu option where all the owners of the Database items are listed. The Licensor hereby states that it has obtained sufficient usage and representation rights from the Database owners in order to utilise the Database, to offer it for utilisation and to transfer it for utilisation as set forth in this Agreement.

5.4 Pursuant to this Agreement, all rights vested in the Software Product shall remain in the ownership of NNG Lic., except for those to which the User is entitled under law or by virtue of this Agreement.

#### 6 Rights of the User

6.1 The User is entitled to install the Software Product into one hardware device (desktop, handheld, portable computer, navigation device), and to run and use one copy of the Software Product or a preinstalled copy of the Software Product thereon.

6.2 The User is entitled to make one backup copy of the Software Product. However, if the Software Product operates after installation without the use of the original media copy, then the original media copy shall be deemed to be a backup copy. In all other cases, the User is only entitled to use the backup copy if the original media copy of the Software Product has been ascertainably and unequivocally rendered unsuitable for its lawful and intended use.

#### 7 Limitations of use

7.1 The User is not entitled

7.1.1 to duplicate the Software Product (to make a copy thereof);

7.1.2 to lease, rent or lend it or to transfer it to a third person for any reason;

7.1.3 to translate the Software Product (including translation (compilation) to other programming languages);

7.1.4 to decompile the Software Product;

7.1.5 to evade the protection of the Software Product or to modify, circumvent or obviate such protection through technological or by any other means;

7.1.6 to modify, extend, transform the Software Product (in whole or in part), to separate it into parts, combine it with other products, install it in other products, utilise it in other products, not even for the purpose of achieving interoperability with other devices;

7.1.7 apart from using the computer program, to obtain information from the Database as a part of the Software Product, to decompile the Database, to use, copy, modify, extend, transform the Database in whole or in part or the group of data stored therein, or to install it in other products or otherwise, utilise it in other products or to transfer it, not even with the aim of achieving interoperability with other products.

7.2 The User may only use the content available through the Software Product and provided by third parties and the data received through the services provided by third parties (including but not limited to the traffic data received from the RDS TMC traffic information service) for his/her own personal benefit and at his/her own risk. It is strictly prohibited to store, to transfer or to distribute these data or contents or to disclose them in full or in part to the public in any format or to download them from the product.

8 No warranty, limitation of liability

8.1 The Licensor hereby informs the User that although the greatest care was taken in producing the Software Product, given the nature of the Software Product and its technical limitations, the Licensor does not provide a warranty for the Software Product being completely error-free, and the Licensor is not bound by any contractual obligation whereby the Software Product obtained by the User should be completely error-free.

8.2 The Licensor does not warrant that the Software Product is suitable for any purpose defined either by the Licensor or User, and does not warrant that the Software Product is capable of interoperating with any other system, device or product (e.g. software or hardware).

8.3 The Licensor does not assume any responsibility for damages incurred due to an error in the Software Product (including errors of the computer program, the documentation and the Database).

8.4 The Licensor does not assume any responsibility for damages incurred due to the Software Product not being applicable for any defined purpose, or due to the error or incompatibility of the Software Product with any other system, device or product (e.g. software or hardware).

8.5 The Licensor also draws the attention of the User to the fact that, when using the Software Product in any form of vehicle, observing the traffic regulations and rules (e.g. use of obligatory and/or reasonable and suitable security measures, proper and generally expected care and attention in the given situation, and special care and attention required due to the use of the Software Product) is the exclusive responsibility of the User. The Licensor shall not assume any responsibility for any damages occurred in relation to use of the Software Product in a motor vehicle.

8.6 By concluding the Agreement, the User shall, in particular, acknowledge the information stated in Section 8 above.

#### 9 Sanctions

9.1 The Licensor hereby informs the User that, if the Licensor finds its rights under the Copyright Act to be breached, the Licensor may

9.1.1 seek judicial recognition of this breach;

9.1.2 demand that the breach cease and order the person in breach to refrain from continuing such actions;

9.1.3 demand that the person under breach give proper compensation (even by way of publicity at the expense of the person in breach);

9.1.4 claim the return of the increase of assets due to the breach;

9.1.5 demand the cease of the wrongful action and, demand restitution to its state before the breach was committed at the expense of the person in breach, and may demand the destruction of instruments and materials used to commit the breach as well as of the products created by the breach;

9.1.6 claim for damages.

9.2 The Licensor hereby also informs the User that the breach of copyrights and related rights is a crime under Act IV of 1978 on the Hungarian Criminal Code, which may be sentenced of two years in prison in basic cases and up to eight years in prison in aggravated cases.

#### 9.3 Content and services provided by third parties

The Licensor hereby excludes any liability of its own for the Database in the Software Product and for any content or service provided by a third party by using the Database. The Licensor does not warrant the quality, suitability, accuracy, fitness for a specific purpose or territorial coverage of the product or service or the availability of the service, and it specifically excludes any liability for the suspension of the service, and any damage arising in relation to the service or for complete cancellation of the service.

The User hereby acknowledges that the contents and services provided by third parties may only be used at the risk of the User and for the personal benefit of the User.

9.4 The parties hereby agree that the courts of the Republic of Hungary will have exclusive jurisdiction to rule on any disputes arising in connection with this Agreement.

CERTIFICATION

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SiriusXM® Satellite Radio (TYPE A/B ONLY)



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SiriusXM DATA SERVICE (TYPE A/B ONLY)

Neither SiriusXM nor Subaru is responsible for any errors or inaccuracies in the SiriusXM data services or its use in vehicle.

Who will respond about the statement of Legal requirement on this OM?

RADIO WAVE COMMUNICATIONS

► U.S.A.

• FCC ID: BABFT0054A

- This device complies with part 15 of the FCC Rules. Operation is subject to the following two conditions: (1) This device may not cause harmful interference, and (2) this device must accept any interference received, including interference that may cause undesired operation.

**⚠ WARNING**

FCC WARNING

Changes or modifications not expressly approved by the party responsible for compliance could void the user's authority to operate the equipment.

CAUTION: Radio Frequency Radiation Exposure

This equipment complies with FCC radiation exposure limits set forth for an uncontrolled environment and meets the FCC radio frequency (RF) Exposure Guidelines. This equipment should be installed and operated keeping the radiator at least 20cm or more away from person's body in normal use position.

Co-location: This transmitter must not be co-located or operated in conjunction with any other antenna or transmitter.

APPENDIX/HAT TO DO IF/INDEX

► **Canada**

• **IC: 2024B-FT0054A**

- This device complies with Industry Canada licence-exempt RSS standard(s). Operation is subject to the following two conditions: (1) this device may not cause interference, and (2) this device must accept any interference, including interference that may cause undesired operation of the device.

Le présent appareil est conforme aux CNR d'Industrie Canada applicables aux appareils radio exempts de licence. L'exploitation est autorisée aux deux conditions suivantes : (1) l'appareil ne doit pas produire de brouillage, et (2) l'utilisateur de l'appareil doit accepter tout brouillage radioélectrique subi, même si le brouillage est susceptible d'en compromettre le fonctionnement.

**⚠ WARNING**

**CAUTION: Radio Frequency Radiation Exposure**

This equipment complies with IC radiation exposure limits set forth for an uncontrolled environment and meets RSS-102 of the IC radio frequency (RF) Exposure rules. This equipment should be installed and operated keeping the radiator at least 20cm or more away from person's body (excluding extremities: hands, wrists, feet and ankles).

**ATTENTION :** l'exposition aux rayonnements radiofréquence - Cet équipement est conforme aux limites d'exposition aux rayonnements énoncées pour un environnement non contrôlé et respecte les règles d'exposition aux fréquences radioélectriques (RF) CNR-102 de l'IC. Cet équipement doit être installé et utilisé en gardant une distance de 20cm ou plus entre le dispositif rayonnant et le corps (à l'exception des extrémités : mains, poignets, pieds et chevilles).

Who will respond about the this Canada Regulation Statement?

## ► México



## • RCPFUFT14-1151

- La operación de este equipo está sujeta a las siguientes dos condiciones: (1) es posible que este equipo o dispositivo no cause interferencia perjudicial y (2) este equipo o dispositivo debe aceptar cualquier interferencia, incluyendo la que pueda causar su operación no deseada.

Who will respond about the statement of Mexico Regulation?

## Gracenote (TYPE A/B ONLY)

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## iPod



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