



DATA SOURCING AGREEMENT
 Agreement No.: 180451 CA3964

CONTACT DETAILS LICENSOR	
Licensor:	Kosovo Cadastral Agency
Address:	Clirimi street, 25, Kosovo Archive Building, 10000 Prishtina, Kosovo
Contact:	Mr. Amir Sogojeva
Place of Incorporation:	Kosovo
Phone:	+381 38 512607
Email Address:	amir.sogojeva@rks-gov.net

COMMERCIAL TERMS OF THE LICENSE

Sourcing Material

Licensor shall provide TomTom the following data set (as indicated below):

- A shape file (Entrance Point) containing ~430.000 Address Points and ~20.000 street names in the following municipalities:

Municipality	Number of street names	Number of address points
Deçan	589	7952
Fushe Kosove	368	8860
Shtime	283	6113
Vushtrri	1353	19451
Lipjan	664	15146
Hani i Elezit	68	1992
Graçanicë	289	5408
Obiliq	391	6092
Mamushë	40	864
Skenderaj	659	11293
Partesh	62	1115
Viti	376	11615
Kaçanik	415	8185
Ferizaj	1201	27328
Istog	467	11674
Suharekë	1304	15940
Glllogoc	508	12695
Mitrovicë Jug	751	19348
Gjakovë	937	23293
Ranillug	99	1671
Klllokot	72	919
Dragash	451	11071
Podujevë	1174	19401
Rahovec	514	14626
Malishevë	859	11638
Pejë	933	25326
Kamenicë	557	9680
Klinë	380	7937
Prizren	1631	43215
Prishtinë	2131	45580

Junik	55	1034
Shtërpçë	206	4157
Novobërdë	172	3247
Gjilan	940	28082

The shape file shall contain the following fields: ID, Number, Name, Reserved, OfficialVa, NumberOffI, InsprieID, PostalCode, X, Y, h, Deleted, Notes, Road_ID, EntranceTy, AddressTyp, CodeOfMuni, CodeOfSett; BulidingID, CodeOfBoro and Status_Sta.

Whereas the following fields shall contain the following content with the respective Quality:

- o Number = house number quality 95%
- o Names = street name quality 95%
- o CodeOfMuni = X digit code of the municipality quality 95%
- o CodeOfSettlement = X digit code of the settlement quality 95%
- o RoadID = X digit road ID quality 95%

The location accuracy shall be +/-5 meters

- A shape file (RoadSegmentView) containing ~20.000 kilometres of Road Centre lines:
The shape file shall contain the following fields: RoadSegmen, RoadSegme0, NumberOfLa, DrivingDir, RoadClassI, RoadTypeId, RoadNetwor, RoadnameId, RoadNameCo, RoadName, RoadNameAl, RoadNameTr, RoadNameEn, RoadStatus, RoadStatu0, RoadStatu1, RoadStatu2, RoadStatu3, EntranceNu, EntranceN0, EntranceN1, EntranceN2, EntranceN3, Notes, StartRoadN, EndRoadNod, Length and Status.

Whereas the following fields shall contain the following content with the respective Quality:

- o Road name = street name quality 95%

The geographic accuracy shall be +/-5 meters.

License Period

Effective Date: December 1, 2018

Charges

There will be no charges related to the Sourcing Material

Delivery and Acceptance Procedure

single delivery [no updates]

Acceptance procedure: Within the first six (6) weeks from delivery of the Sourcing Material (the "Acceptance Period"), TomTom shall perform a quality check on samples of the Sourcing Material. Licensor must, at its own expenses, correct all defects discovered in the Sourcing Material by TomTom. All defects must be corrected without undue delay and in no event later than four (4) weeks after TomTom has notified Licensor of such defect. If TomTom does not notify Licensor of any defect during the Acceptance Period, all Sourcing Material shall be deemed to be accepted by TomTom. With respect to defective Sourcing Material, however, a new Acceptance Period shall start until Licensor has delivered the corrected version. This process will be repeated until final acceptance by TomTom.

By signing this form Licensor hereby accepts and agrees to the terms and conditions as stated in this Data Sourcing Agreement.

TomTom: TomTom Global Content B.V.

Licensor: Kosovo Cadastral Agency

Signed by:

Signed by:

Name:

Name:

Title:

Title:

Date:

Date:

Werner van Huyssteen

Business Controller

Date: 29 November 2018



AVNI NIMETI

CHIEF EXECUTIVE OFFICER

10.12.2018

DATA SOURCING AGREEMENT ("the Agreement")

"Affiliate" means in relation to either party, any other entity controlling, controlled by or under common control with said party. The terms "control", "controlling" and "controlled", as used in this definition, shall mean the legal or beneficial ownership, directly or indirectly, of more than fifty percent (50%) of the issued share capital or more than fifty percent (50%) of the voting rights, or the power, directly or indirectly, to appoint a majority of the members of the board of directors or similar governing body of such entity.

"Confidential Information" means any and all information, of whatever nature and in any form, concerning the business and affairs of either party (the "Disclosing Party") that the other party (the "Receiving Party") obtains, receives, or to which it has access as a result of any discussions or dealings (whether before or after the Effective Date), or which is learned by the Receiving Party through observations made during visits to any premises of Disclosing Party, and that the Receiving Party knew or reasonably should have known was considered confidential or proprietary by Disclosing Party. Confidential Information includes without limitation (i) information constituting or concerning research, development, processes and methodologies; know-how, data, product architecture, designs and specification; algorithms, intellectual property, software, whether human-readable or machine-readable; product, marketing, sales and business development plans and strategies; competitive analyses; financial analyses and forecasts; cost and pricing data; procurement requirements and vendor information; customers and prospects; licensing and distribution arrangements; the identity, skills and compensation of employees, contractors and consultants; and (ii) third-party information that TomTom is under an obligation to keep confidential.

"Copyleft License" means a license that requires, as a condition of use, modification and/or distribution of software or materials, that such software or materials, or other software or materials incorporated into, derived from, used, or distributed with such software or materials: (i) in the case of software, be made available or distributed in a form other than binary (e.g., source code form), (ii) be licensed for the purpose of preparing derivative works, (iii) be licensed under terms that require the licensor to allow the other materials or interfaces therefor to be reverse engineered, reverse assembled, or disassembled, or (iv) be redistributable at no license fee.

"Effective Date" as set out in the commercial terms at the beginning of the Agreement.

"Intellectual Property Rights" means trademarks, service marks, trade names, domain names, logos, patents, inventions, design rights, moral rights, copyrights, database rights and all other similar rights in any part of the world and know-how, including, where such rights are obtained or enhanced by registration, any registration of such rights and applications and rights to apply for such registrations.

"Licensor" means the party, as set out in the commercial terms at the beginning of the Agreement.

"Open Source License" means any license terms which conform with the definition published by the Open Source Initiative from time to time as set out under the following link: <http://www.opensource.org/osd.html> and which, without limitation, include (a) GNU's General Public License (GPL) or Lesser/Library GPL (LGPL); (b) the Artistic License (e.g., PERL); (c) the Mozilla Public License; (d) the Creative Commons Attribution-ShareAlike license ("CC BY SA"); (e) the Open Database License (ODbL); and (f) the Apache License or anything similar.

"Sourcing Material" means the data set provided by Licensor including updates thereto, as set out in the commercial terms at the beginning of the Agreement.

"TomTom" means TomTom Global Content B.V., located at De Ruijterkade 154, 1011 AC Amsterdam, The Netherlands, and its affiliates.

"TomTom Products" means TomTom's current and future products, maps, databases and/or services.

1 GRANT OF LICENSE

1.1 Licensor hereby grants TomTom a non-exclusive, worldwide, perpetual, irrevocable license to: (i) use the Sourcing Material internally; (ii) use, modify, reformat, and copy the Sourcing Material for purposes of developing, adding to, producing and enhancing the TomTom Products; and (iii) copy, sublicense, sell, deliver and distribute the Sourcing Material with and/or as part of the TomTom Products to customers for their use and/or further distribution.

1.2 TomTom may provide the Sourcing Material to its independent contractors and consultants only for the purpose of such independent contractor or consultant performing work on behalf of TomTom relating to TomTom's permitted uses set forth in this Agreement.

2 PAYMENT

2.1 Charges payable under the Agreement are as shown in the Charges Section as detailed above. To the extent applicable, TomTom shall pay the charges to Licensor within sixty (60) days from receipt of the invoice in accordance with the payment scheme as set out in the Charges Section as detailed above.

2.2 Where the charges are structured on a pay per usage basis, as opposed to a set flat fee, TomTom shall not be required to pay any charge in respect to its use of the Sourcing Material for evaluation, marketing or promotional purposes where TomTom does not receive any direct revenue in respect to such use.

3 INTELLECTUAL PROPERTY RIGHTS

3.1 The Sourcing Material are licensed and not sold. TomTom agrees that as between it and Licensor (and/or its suppliers and licensors) Licensor owns all Intellectual Property Rights in and to the Sourcing Material and updates to such Sourcing Material delivered by Licensor and TomTom shall make no assertion to the contrary.

3.2 TomTom (or its suppliers) shall at all times own all Intellectual Property Rights in and to the TomTom Products, including any derivatives thereof, and any corrections and updates to such TomTom Products or any derivatives thereof, and Licensor shall make no assertion to the contrary.

3.3 Licensor acknowledges that the databases of TomTom are the result of substantial investments and protected by database rights as meant in the EU Database Directive 96/9/EC.

4 WARRANTIES AND INDEMNIFICATIONS

4.1 Each party hereby represents, warrants and guarantees that it has full power and authority to enter into and perform this Agreement, and that the person signing this Agreement on such party's behalf has been duly authorised and empowered to enter into this Agreement.

4.2 Licensor warrants, represents and guarantees that: (i) the Sourcing Material provided hereunder is owned by Licensor or rightfully licensed to Licensor, unencumbered and clear of any rights, claims or interests of third parties, (ii) the Sourcing Material has been and will be collected, processed, forwarded and licensed in compliance with applicable laws and regulations (including on data protection) (iii) the Licensor has obtained and will maintain all consents, approvals, authorizations, permits and exemptions required to do so and (iv) the Licensor is entitled to grant the License. The Licensor guarantees that the Sourcing Material made available to TomTom under this Agreement, to the best of its knowledge, is free of any errors or data inaccuracies.

4.3 Without prejudice to Section 4.2 above, Licensor warrants, represents and guarantees that the Sourcing Material does not include any data or material which is subject to the terms of a Copyleft License. In addition, to the extent the Sourcing Material includes or uses any data which is subject to any other Open Source License (not being a Copyleft License), Licensor warrants, represents and guarantees that it has complied in full with the terms of any such Open Source Licenses including, without limitation, all required attribution. Upon request, Licensor shall disclose to TomTom Licensor's use of any data or materials which is subject to an Open Source License.

4.4 Licensor shall indemnify TomTom, against any and all costs

and damages resulting from (i) any claims of third parties against Licensor or TomTom that the Sourcing Material infringes or misappropriates that third party's Intellectual Property Right and (ii) any claims of third parties against Licensor or TomTom that result from a breach of Licensor's undertakings in respect of data protection, confidentiality or any other warranty set out in this Section 4. Parties will promptly notify each other upon becoming aware of any such third party claim. If Licensor and/or TomTom is facing any such third party claim, or if Licensor believes the Sourcing Material may infringe any third party Intellectual Property Right, Licensor shall immediately after becoming aware of the claim at its expense and at the discretion of TomTom, either (a) procure the right for TomTom to continue the use of the Sourcing Material, or (b) replace or modify the Sourcing Material so as to make it non-infringing.

4.5 TomTom shall comply with all laws applicable to it in connection with its use of the Sourcing Material.

5 LIMITATION OF LIABILITY

NOTWITHSTANDING THE OTHER PROVISIONS OF THIS AGREEMENT, AND EXCEPT WITH RESPECT TO THE BREACH OF THE WARRANTIES UNDER SECTION 4, THE INDEMNIFICATION OBLIGATIONS UNDER SECTION 4, AND THE BREACH OF THE CONFIDENTIALITY OBLIGATIONS UNDER SECTION 6, NEITHER PARTY NOR ITS SUPPLIERS SHALL BE LIABLE, ON WHATEVER GROUND, FOR INDIRECT DAMAGE SUFFERED BY THE OTHER PARTY AS A RESULT OF THIS AGREEMENT, INCLUDING FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL OR OTHER INDIRECT DAMAGES, INCLUDING LOST PROFITS (WHETHER DIRECT OR INDIRECT), LOSS OF USE OR BUSINESS INTERRUPTION, REGARDLESS OF WHETHER THE PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT WITH RESPECT TO THE BREACH OF THE WARRANTIES UNDER SECTION 4, THE INDEMNIFICATION OBLIGATIONS UNDER SECTION 4, AND THE BREACH OF THE CONFIDENTIALITY OBLIGATIONS UNDER SECTION 6, IN NO EVENT WILL THE TOTAL LIABILITY OF EITHER PARTY ARISING OUT OF THIS AGREEMENT EXCEED THE AMOUNTS PAID OR PAYABLE TO LICENSOR IN THE PERIOD OF TWELVE (12) MONTHS PRIOR TO THE DATE ON WHICH THE DAMAGE OCCURRED.

6 CONFIDENTIALITY

6.1 Each party shall use the Confidential Information of the other party disclosed to it (by whoever disclosed) only for the proper performance of its duties under the Agreement and shall not without the disclosing party's written consent disclose or permit the disclosure of the Confidential Information except in confidence for the proper performance of its duties under the Agreement to those of its Affiliates, employees, officers and professional advisers who need to have access to it.

6.2 The provisions of Section 6.1 shall not apply to any information which: (i) was publicly known prior to the time of disclosure by the disclosing party, (ii) becomes publicly known after disclosure through no (in)action of the receiving party, (iii) is already in the possession of the receiving party at the time of disclosure, (iv) is obtained by the receiving party from a third party without a breach of such third party's obligations of confidentiality, (v) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information, or (vi) announcement is required by law, a binding decision by a court or government authority or the rules of any recognized stock exchange on which the shares of either party are listed.

7 TERM AND TERMINATION

7.1 This Agreement shall enter into force upon the Effective Date and shall automatically expire upon the final acceptance of the Sourcing Material by TomTom. For the avoidance of doubt, the expiry of this Agreement shall not affect the perpetual nature and rights of the license grant specified in Section 1.1.

7.2 Either party may, upon written notice, immediately terminate the Agreement, if the other party is in material breach of any of the

terms of the Agreement and such breach is incapable of remedy, or such breach being remediable is not remedied within a period of thirty (30) days from the date of written notice requesting the remedy.

7.3 Either party may terminate the Agreement in the following events: (i) the other party enters into a bankruptcy, a voluntary arrangement, or any other composition or arrangement with his creditors; (ii) a receiver, administrative receiver, manager or similar officer has been appointed for the other party over all or a substantial part of the other party's property or assets; (iii) a resolution is passed for the other party's winding-up (other than for the purpose of and followed by a solvent reconstruction or amalgamation); (iv) the other party has a petition for a winding-up presented against it; (v) the other party enters into any other arrangement with its creditors; or (vi) the threat of any such events occurring, or (vii) an event analogous to the aforesaid occurring in whatever jurisdiction.

7.4 The termination of this Agreement howsoever caused shall be without prejudice to the continuation of any provision which is expressly or, by implication, comes into operation or continues in force after the date of termination and shall be without prejudice to any rights, obligations or liabilities of the parties which may have already accrued prior to the date of the termination.

7.5 Sections 1 ("Grant of License"), 3 ("Intellectual Property Rights"), 4 ("Warranties and Indemnifications"), 5 ("Limitation of Liability"), 6 ("Confidentiality"), this Section 7.5 ("Survival"), and 8 ("General Provisions"), and all payment obligations incurred prior to termination or expiration shall survive termination, expiration or assignment of this Agreement.

8 GENERAL PROVISIONS

8.1 The parties hereto are independent contractors and have and shall have no power to bind, contract in the name of or create any responsibility for or liability against the other party. Nothing contained in this Agreement shall be deemed to constitute a partnership or any other form of legal association between the parties.

8.2 Neither this Agreement nor any of the rights or obligations hereunder may be assigned by Licensor without the prior written consent of TomTom.

8.3 No waiver of any right under the Agreement shall be deemed effective unless contained in writing, signed by both parties, and no failure or delay by either party in enforcing any right or remedy under the Agreement shall be construed as a waiver of such right or remedy or of any future exercise of such right or remedy, or of any other right or remedy, by such party.

8.4 In the event that any provision of the Agreement is or shall be held by a government authority or a court of competent jurisdiction to be illegal, invalid or unenforceable, in whole or in part, under any law, such provision shall to that extent and for that jurisdiction be deemed not to form part of the Agreement and be amended and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by the applicable laws of such jurisdiction and the remaining provisions of the Agreement shall remain in full force and effect.

8.5 Unless otherwise stated in the Agreement, the terms and conditions of the Agreement are between TomTom and Licensor only and there are no third party beneficiaries of any of the terms or conditions hereunder.

8.6 The Agreement may only be amended in a written document signed and executed by the parties.

8.7 Neither party shall make any public announcement or engage marketing activities in connection with the activities contemplated in the Agreement or any ancillary matter without the prior written consent of the other party, except if any announcement is required by law, a binding decision by a court or government authority or the rules of any recognized stock exchange provided that the party making such announcement shall consult the other party insofar as reasonable practicable prior to complying with such an obligation. TomTom is entitled to publicly announce and list Licensor as a vendor of TomTom. Licensor is entitled to publicly announce and list TomTom as a customer of Licensor.

8.8 The Agreement shall be governed by and construed under the laws of The Netherlands. The parties hereby irrevocably and unconditionally agree that the competent court in Amsterdam, The Netherlands shall have exclusive jurisdiction over all such disputes and claims.

8.9 Notices and other statements in connection with this Agreement must be in writing, in the English language, and may only be given by way of a letter sent by courier and/or by email. For all notices and all other matters relating to this Agreement, each party nominates the address set forth on page 1 of this Agreement (inc. Attn: Legal Department), or at such other address as shall be given by either party to the other in writing. For the purposes of TomTom, any notice under this Agreement shall be delivered by email to legal@tomtom.com or by overnight courier to TomTom's Legal Department at De Ruijterkade 154, 1011 AC Amsterdam, The Netherlands.

A notice shall be considered delivered and effective upon actual receipt and in any case no later than seven (7) days after the notice was sent.

END