Exhibit A: NAVTEQ Data Terms of Use

The following terms and conditions apply to Motolingo's "Licensee" Software and Services that contain Licensed Products and Derivative Products, defined below, from American Digital Cartography, Inc., ("ADCi").

DEFINITIONS

In this License, the following are defined terms:

- a. "Licensed Products" means spatial map data of the NAVTEQ Maps Standard Data with Posted Speed Limits, Traffic Lights and Stop Signs version, for the states of Connecticut, New Hampshire, Vermont, Rhode Island, Massachusetts and New York inn Shapefile format, including documentation and related materials, as amended from time to time by the mutual consent of the parties, or supplied by ADCi to Licensee.
- b. "Derivative Products" means all works that are based upon or incorporate all or part of one or more Licensed Products, such as a revision, modification, translation, abridgment, condensation, expansion, collection, compilation or any other form in which such Licensed Products may be recast, transformed or adapted.
- c. "Authorized Derivative Product(s)" means Derivative Products created by Licensee that that are included in any of Licensee's software, applications or products. No vector files are to be supplied to the end user customer.
- d. "Results" means geocodes for input addresses.
- e. "Subscriber" means the individual (teen, parent or guardian), company, jointly owned subsidiaries and their parent company, or other legal entity that has registered or been setup within a web portal or website to use or access Software or Services as authorized by Motolingo Inc.
- f. "Internet User" means Subscriber or administrator of the system.

RESTRICTIONS

License for Subscriber's personal use only and not for transfer, distribution, or disclosure to third parties or use for the benefit of third parties.

PROHIBITIONS

- 1. Use of the Results other than through Licensee's Web Site and Web Service.
- 2. Title to or any ownership interest in the Licensed Products as contained in the Results passing to the Internet User or any other party.
- 3. Deriving or attempting to derive the structure of the Licensed Products as contained in the Results.
- 4. Duplication, copying, reproduction, or publication of the Results.
- 5. The removal or obscuring of any copyright notice.

PROVISIONS

- 6. ADCi is a third party beneficiary of Licensee's rights under the Agreement, but is not a party thereto and shall have no obligations thereunder.
- 7. ADCi and Licensee shall not be liable, to the extent permitted by applicable law, for any damages, or loss of any kind, whether special, direct, indirect, incidental, or consequential, arising from the use of the Authorized Derivative Service or Results.
- 8. Excluding ADCi's warranty that it is the sole owner or otherwise has sufficient rights to grant Licensee and through Licensee's Subscriber's use of the Licensed Products, ADCi disclaims all warranties, whether express or implied, including but not limited to, the implied warranties of non-infringement, merchantability, completeness, accuracy, and fitness for a particular purpose.
- 9. Subscribers shall comply with all applicable export laws and regulations of the United States and terms as defined in Motolingo's standard terms of use
- 10. U.S. GOVERNMENT RIGHTS. If Internet User is an agency, department, or other entity of the United States Government, or funded in whole or in part by the United States Government, then use, duplication, reproduction, release, modification, disclosure or transfer of this commercial product and accompanying documentation, is restricted in accordance with FAR 12.212 and DFARS 227.7202, and by a license agreement. Contractor/manufacturer is NAVTEQ North America, LLC, 425 West Randolph, Chicago, IL 60606, USA. The Results are ©2014 by NAVTEQ ALL RIGHTS RESERVED. For purpose of any public disclosure provision under any federal, state or local law, it is agreed that the Licensed Products are a trade secret and a proprietary commercial product and not subject to disclosure.
- 11. Licensed Products constitute proprietary information and trade secrets of ADCi and may not be disclosed or released except to authorized subscribers as expressly authorized under this Agreement and the License Terms.

ACCEPTANCE

I acknowledge that the Licensed Products as contained in the Authorized Derivative Service and Results include confidential and proprietary information and materials and may include trade secrets, and agree to hold the Licensed Products as contained in the Authorized Derivative Service and Results in confidence and in trust.