

## **Contract concerning receiving and using the Danish RDS-TMC location code table (“Contract”)**

### **The two parties:**

#### **Owner (“DRD”)**

Name: Vejdirektoratet/Danish Road Directorate (DRD)  
Department: Traffic Centre  
Address: Niels Juels Gade 13, DK-1059 Copenhagen K, Denmark  
Att.: Stine Bendsen, Head of Department  
Telephone: +45 7244 3030  
E-mail: SBD@vd.dk

#### **Recipients Organisation (“Recipient”)**

As given with the request for the Danish location code table

agree on the following taking into consideration that DRD has developed, owns and have all intellectual property rights to the Danish RDS-TMC location code table (“Table”) with the description shown below and that the Recipient’s business covers manufacturing and/or selling (directly and/or through agents and distributors) digital navigation products, related products and/or parts for such products:

Country code : 9	Table number: 09	Version number: 12.0
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### **Article 1 Subject of the Contract**

The Contract covers the reception and use of the Table. The Table contains a description of the Danish road network and it conforms to the RDS-TMC requirements. The table will be used in the Danish national RDS-TMC service.

The Table will be submitted via e-mail as database tables according to the TISA TMC Location Table Exchange Format.

### **Article 2 Usage of Table**

DRD hereby grants to the Recipient a non-exclusive, royalty-free and non-transferable license and rights to use the Table to the extent given by the Contract. As used in this Contract, the term “Recipient” includes the Recipient’s Affiliates and contractors involved in developing, making, having made, selling, and offering for sale the products, applications and services specified with the request

for the Danish location code table (the “Products”). “Affiliates” means (i) a parent company that owns, directly or indirectly, a majority of Recipient and (ii) any other company that is majority-owned, directly or indirectly, by Recipient or its parent company.

The Table must only be used by the Recipient in the Products.

The Recipient must not modify the content of the Table. It is not allowed to extract locations included in the Table or modify existing links between such locations without DRD’s approval. However the Recipient is allowed to change the structure and/or to compress the data for a more efficient use within the different applications.

Distribution of the Table to third parties without further agreement with DRD is only allowed, if the Table is an integrated part of the Products, and the Table cannot easily be separated by the buyers/users.

Distribution of the Table to third parties for other purposes than mentioned above requires an additional agreement with DRD specifying the conditions for such a distribution.

The Recipient’s right to use the Table as described in this Article 2 will survive any termination or expiration of this Contract to permit the Recipient to satisfy its obligations to its customers for any Product programme that is in development, that is in production, or for which the Recipient has an obligation to deliver service parts at the time of termination or expiration.

### **Article 3 Liability**

DRD cannot be held responsible for failures or malfunctioning of any equipment caused by using or applying the Table or its content. DRD cannot be held responsible for direct as well as indirect damages caused by using or applying the Table or its content.

The Recipient shall report detected defects or incompleteness in the Table to DRD as soon as possible.

### **Article 4 Duration of version**

When possible - taking production timelines into consideration - the Recipient may only use the most recent version of the Danish RDS-TMC location code table. DRD will immediately give notice to the Recipient, when a new version has been produced and how it can be obtained. DRD confirms that the Table specified above is the most recent version as of the date of the Contract.

Tables installed in products sold to end users or ready to be sold can be used as long as the products exist.



### **Article 5 Costs**

Use of the Table under the Contract is free of charge.

### **Article 6 Delivery**

The Table, which has been certified on 14 December 2015 by TISA, will be delivered by e-mail to the Recipient's e-mail address as soon as the required information has been given by the Recipient with the request for the Danish location code table.

### **Article 7 Contact persons**

Any technical, contractual, and/or administrative questions for DRD should be directed to:

Technical questions: Leif Rystrøm, e-mail: LRY@vd.dk and tel.: +45 7244 7417

Contractual questions: Leif Rystrøm, e-mail: LRY@vd.dk and tel.: +45 7244 7417

Administrative questions: Leif Rystrøm, e-mail: LRY@vd.dk and tel.: +45 7244 7417

### **Article 8 Correspondence**

All notices, statements and correspondence will be in English writing and directed to:

DRD:

Name: Vejdirektoratet/Danish Road Directorate (DRD)

Department: Traffic Centre

Address: Niels Juels Gade 13, DK-1059 Copenhagen K, Denmark

Att.: Leif Rystrøm

Telephone: +45 7244 7417

E-mail: LRY@vd.dk

### **Article 9 Miscellaneous**

No amendments to the Contract will be effective unless made in writing and signed by DRD and the Recipient.

The Contract will come into effect when the request for the Danish location code table with the required information has been sent.

The Contract is governed by the laws of Denmark, and any dispute shall be solved within the Danish judicial system.

