

LICENSE AGREEMENT

THIS AGREEMENT is by and among Visteon Global Technologies, Inc., a corporation existing under the laws of Michigan, and Visteon Technologies, LLC, a limited liability company existing under the laws of Delaware, both having their principal places of business at One Village Center Drive, Van Buren Township, Michigan 48111, USA (referred to jointly hereinafter as "LICENSORS");

and

TomTom NV, a corporation existing under the laws of The Netherlands and having its principal place of business at Oosterdoksstraat 114, 1011 DK Amsterdam, The Netherlands (referred to hereinafter as "LICENSEE");

WHEREAS, LICENSORS are the owner of certain United States, European and Canadian Patents related to certain GPS or other inventions (defined precisely below and referred to hereinafter as "PATENTS");

WHEREAS, LICENSEE is desirous of obtaining a non-exclusive license from the LICENSORS pursuant to the PATENTS upon the terms and conditions hereinafter set forth;

WHEREAS LICENSEE is a leading global manufacturer of GPS devices;

WHEREAS LICENSORS, through their Chinese joint venture Yanfeng Visteon Automotive Electronics Co., Ltd., have invested substantial funds into the development of a new semi-embedded automotive product with LICENSEE;

WHEREAS LICENSORS and LICENSEE wish to deepen their commercial relationship whilst ensuring appropriate payment by LICENSEE for use of the PATENTS;

NOW, THEREFORE, in consideration of the exchange of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party to this Agreement, the parties hereto agree as follows:

1. DEFINITIONS

1.1 Whenever used in this Agreement, the term PATENTS shall mean all of the following:

- (a) U.S. Patent No. 5,544,060, entitled *Vehicle Mounted Navigation System With Preview Function*, which issued on August 6, 1996;
- (b) U.S. Patent No. 5,654,892, entitled *Navigation System Displaying Forthcoming Turns*, which issued on August 5, 1997;

- (c) U.S. Patent No. 5,680,312, entitled *Method And Apparatus For Selecting A Destination In A Vehicle Navigation System*, which issued on October 21, 1997;
- (d) U.S. Patent No. 5,819,200, entitled *Method And Apparatus For Selecting A Destination In A Vehicle Navigation System*, which issued on October 6, 1998;
- (e) U.S. Patent No. 5,832,408, entitled *Method And Apparatus For Selecting A Destination In A Vehicle Navigation System*, which issued on November 3, 1998.
- (f) U.S. Patent No. 5,987,375, entitled *Method And Apparatus For Selecting A Destination In A Vehicle Navigation System*, which issued on November 16, 1999;
- (g) U.S. Patent No. 6,029,110, entitled *Method And Apparatus For Providing Passenger Access To A Vehicle Navigation System*, which issued on February 22, 2000;
- (h) U.S. Patent No. 6,088,649, entitled *Methods And Apparatus For Selecting A Destination In A Vehicle Navigation System*, which issued on July 11, 2000;
- (i) U.S. Patent No. 6,097,316, entitled *Communication Protocol For A Vehicle Navigation System*, which issued on August 1, 2000;
- (j) U.S. Patent No. 6,212,472, entitled *Method And Apparatus For Displaying Current Vehicle Position*, which issued on April 3, 2001;
- (k) U.S. Patent No. 6,212,473, entitled *Vehicle Navigation System Having Inferred User Preferences*, which issued on April 3, 2001;
- (l) U.S. Patent No. 6,366,853, entitled *Utilizing Navigation Direction Data In A Mobile Antenna Signal Combiner*, which issued on April 2, 2002;
- (m) U.S. Patent No. 6,591,185, entitled *Method For Determination Of Fuel Usage For A Vehicle In A Vehicle Navigation System*, which issued on July 8, 2003;
- (n) U.S. Patent No. 7,474,961, entitled *System To Determine The Path Of A Vehicle*, which issued on January 6, 2009;
- (o) U.S. Patent Application No. 10/838,598, entitled *Curve Warning System*, which was filed on May 4, 2004 and published as U.S. Patent Application Publication No. 2005/0251335
- (p) any re-examination certificate stemming from and reissues of, the patents described in Sections 1.1(a) through 1.1(o) above; and
- (q) any foreign patents claiming priority on or with any of the foregoing, or sharing a common priority with any of the foregoing.

1.2 Whenever used in this Agreement, the term “LICENSED DEVICE” shall mean

REDACTED

1.3 Whenever used in this Agreement, the term “LICENSED SOFTWARE” shall mean

REDACTED

1.4 Whenever used in this Agreement, the term “NAVIGATION FUNCTIONS” shall mean any function conventionally offered by a portable navigation device, together with any function described in any PATENT.

1.5 Whenever used in this Agreement, the term “END-USER APPLICATION” shall mean

REDACTED

1.6 Whenever used in this Agreement, the term “AFFILIATES” shall mean any corporation or other legal business entity in which LICENSEE now, or hereafter, directly or indirectly controls more than fifty percent (50%) of the shares entitled to vote for the election of directors or persons performing similar functions, for as long as such control exists.

2. GRANT OF RIGHTS

2.1 LICENSORS hereby grant to LICENSEE and its AFFILIATES a limited, non-exclusive, non-transferable (except as set forth in Section 6.1 hereof), , irrevocable, license
REDACTED

2.2 LICENSORS hereby grant to LICENSEE and its AFFILIATES a limited, non-exclusive, non-transferable (except as set forth in Section 6.1 hereof) license

REDACTED

2.3 LICENSORS and LICENSEES have discussed but have not agreed on terms for a license for

REDACTED

2.4 LICENSEE and its AFFILIATES shall not have the right to enter into sublicensing agreements.

2.5 The licenses granted hereunder shall not be construed to confer any rights upon LICENSEE or its AFFILIATES by implication, estoppel or otherwise as to any technology other than LICENSED DEVICES and LICENSED SOFTWARE.

3. PAYMENTS FOR RIGHTS GRANTED

3.1. LICENSEE shall pay to LICENSORS a nonrefundable payment REDACTED REDACTED . Payment of the REDACTED REDACTED shall be made no later than ten (10) days following approval of this Agreement by the Bankruptcy Court as set forth in Section 21.1.

3.2 LICENSORS and LICENSEE each acknowledge that the payment terms are sui generis and reflect the wish to preserve and enhance the commercial relationship between LICENSEE and Yanfeng Visteon Automotive Electronics Co., Ltd. and to acknowledge the substantial investment made by Yanfeng Visteon Automotive Electronics Co., Ltd. in developing products with LICENSEE.

4. EFFECTIVE DATE

4.1 This Agreement shall be effective as of the date payment of the REDACTED REDACTED set forth in Section 3.1 is received by LICENSORS.

5. MARKING

5.1 LICENSEE and its AFFILIATES shall make commercially reasonable efforts to mark with the applicable patent numbers all LICENSED DEVICES and LICENSED SOFTWARE (1)

that are shipped into the United States and (2) that embody any invention for which marking constitutes notice under 35 U.S.C. § 287.

6. *EFFECT/NONASSIGNABILITY OF AGREEMENT*

6.1 Any sale of the PATENTS by LICENSORS shall be subject to the license set forth herein. This Agreement shall not be assignable by LICENSEE except with the written consent of LICENSORS. Notwithstanding the foregoing, in the event of an acquisition of LICENSEE by another entity by means of any transaction or series of related transactions (including, without limitation, any reorganization, merger, share exchange or consolidation) that results in LICENSEE'S stockholders immediately prior to such transaction[s] not holding, directly or indirectly, at least 50% of the voting power of the surviving or continuing entity, then this Agreement shall be transferable, but only to the extent that it applies to LICENSED DEVICES and LICENSED SOFTWARE that were substantially designed or sold by LICENSEE prior to the date of such transaction. In the event of such an assignment, the licenses of Section 2.1, and 2.2 shall not extend to any other devices, software applications or products previously or thereafter designed or sold by the successor entity.

7. *OTHER INTELLECTUAL PROPERTY*

7.1 This Agreement shall not be construed to transfer to LICENSEE the right to any other intellectual property owned by the LICENSORS. Such intellectual property includes present and future copyright, trade-mark, trade-secret, industrial-design and patent rights.

8. *TERM*

8.1 The term of this Agreement shall commence as of the date referred to in Section 4.1 and, unless earlier terminated as provided herein, it shall continue to have effect until
REDACTED

9. *BREACH*

9.1 This Agreement may be terminated by LICENSORS if LICENSEE has materially breached an essential obligation hereunder and has not cured such breach within (45) business days after the receipt of a registered or certified letter from LICENSORS specifically identifying this Section, describing the breach and requesting correction of the breach (provided, however, that repeated material breaches by LICENSEE shall constitute an independent basis for LICENSORS to terminate this Agreement).

10. *DISPUTE RESOLUTION*

10.1 Any and all claims, disputes or controversies arising under, out of, or in connection with the Agreement shall be mediated in good faith. The party raising such dispute shall promptly advise the other party of such claim, dispute or controversy in a writing which describes in reasonable detail the nature of such dispute. By not later than fifteen (15) business days after the recipient has received such notice of dispute, each party shall have selected for itself a representative who shall have the authority to bind such party, and shall additionally have advised the other party in writing of the name and title of such representative. By not later than ten (10) business days after the date of such notice of dispute, the party against whom the dispute shall be raised shall select a mediation firm in the Detroit, Michigan area and such representatives shall schedule a date with such firm for a mediation hearing. The parties shall enter into good faith mediation and shall share the costs equally. If the representatives of the parties have not been able to resolve the dispute within fifteen (15) business days after such mediation hearing, the parties shall have the right to pursue any other remedies legally available to resolve such dispute in the United States District Courts located in the Eastern District of Michigan or the state courts of the State of Michigan as may be appropriate for jurisdiction purposes, to whose exclusive jurisdiction for such purposes LICENSORS, LICENSEE and its AFFILIATES each hereby irrevocably consents and submits.

10.2 Notwithstanding the foregoing, nothing in this Section shall be construed to waive any rights or timely performance of any obligations existing under this Agreement.

11. *MODIFICATION AND WAIVER*

11.1 No cancellation, modification, amendment, deletion, addition, or other change in this Agreement or any provision hereof, or waiver of any right or remedy herein provided, shall be effective for any purpose unless specifically set forth in writing signed by the other party to be bound thereby. No waiver of any right or remedy in respect of any occurrence or event on one occasion shall be deemed a waiver of such right or remedy in respect of such occurrence or event on any other occasion.

12. *REPRESENTATIONS AND WARRANTIES*

12.1 LICENSORS represent and warrant that:

- (a) one of them is the sole owner of the PATENTS;
- (b) each, respectively, is not currently a party to any agreement or understanding, oral or written, which would, in any manner, be inconsistent with the rights herein granted; and,
- (c) each, respectively, has the right to grant the licenses attributed to it herein.

12.2 LICENSEE represents and warrants the accuracy of the
REDACTED

13. NO AGENCY

13.1 The parties to this Agreement recognize and agree that each is operating as an independent contractor and not as an agent of the other. This Agreement will not constitute a partnership or joint venture and no party can be bound by the other to any contract, arrangement or understanding except as specifically stated herein.

14. NOTICES

14.1 All communications among the parties with respect to any of the provisions of this Agreement shall be in writing and shall be sent by registered mail (using the fastest available service), prepaid courier (for overnight or "next day" delivery or the fastest otherwise available service) or facsimile transmission to the addresses set out in this Agreement or to any other address as may be specified, in writing, by the party who changes its address. All written communications shall be deemed to be received by the addressees on the following dates:

- (a) by registered mail: 5 (five) business days after dispatch by notifying party;
- (b) by prepaid courier: 2 (two) business days after dispatch by notifying party;
- (c) by facsimile transmission: 1 (one) business day after dispatch by notifying party.

Any written communication sent by facsimile transmission shall thereafter be dispatched by registered mail.

14.2 All communications pursuant to this Agreement shall be sent to the addresses below:

In the case of LICENSORS:

Visteon Corporation
Attention: General Counsel
One Village Center Drive
Van Buren Township, MI 48111
USA
Facsimile: 734 710 7122

In the case of LICENSEE:

TomTom International BV
Attention: General Counsel
Oosterdoksstraat 114
1011 DK Amsterdam
The Netherlands

15. JOINT PREPARATION

15.1 This Agreement shall be deemed to be jointly prepared by the parties, and any ambiguity herein shall not be construed for or against any party.

16 CONFIDENTIALITY

16.1 Unless otherwise agreed in writing between the parties and as required to satisfy the marking provision of Section 5.1 hereof, the parties shall keep the terms and conditions of this Agreement or any part hereof confidential and shall not permit any of their AFFILIATES, now or hereafter, to divulge the terms and conditions of this Agreement to any third party, provided, however, that (a) each party may disclose the terms and conditions of this Agreement: (i) as required by any court or other governmental body; (ii) as otherwise required by law; (iii) to legal counsel of the parties; or (iv) during the course of litigation so long as the disclosure of such terms and conditions are restricted in the same manner as is the confidential information of other litigating parties and so long as the restrictions are embodied in a court-ordered protective order limiting disclosure to outside counsel, and (b) LICENSORS may disclose the fact the LICENSEE has taken a license under the PATENTS (but otherwise shall not disclose the terms and conditions of this Agreement as set forth above) to third parties offered a license to the PATENTS, subject to those third parties having non disclosure agreements with LICENSORS.

16.2 This provision shall survive after the expiration of this Agreement.

17. GOVERNING LAW

17.1 This Agreement shall be governed by and construed under the laws of the United States and the State of New York without regard to any conflicts of law provisions thereof and shall benefit and be binding upon the parties hereto and their respective successors and assigns.

18. HEADINGS

18.1 No account of the headings to the paragraphs of this Agreement will be taken when interpreting the meaning thereof.

19. *MULTIPLE COPIES*

19.1 This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, and all such counterparts will constitute but one instrument.

20. *AUTHORITY TO ENTER INTO AGREEMENT*

20.1 The undersigned represent that they are authorized to sign this Agreement on behalf of the parties hereto. Each party has relied upon that representation in entering into this Agreement.

21. *BANKRUPTCY COURT APPROVAL*

21.1 Following the execution and delivery of this Agreement, after review and consent by LICENSEE, LICENSORS shall file and properly serve a motion (the "License Motion") seeking entry of an order ("the License Order") approving the license contemplated by this Agreement and authorizing LICENSORS to perform all acts necessary or appropriate to consummate the license contemplated by this Agreement. Consistent with Section 16.1 hereof, the License Motion shall be filed in a manner seeking to preserve the confidentiality of this Agreement. The parties agree to use their respective best efforts to have the License Order entered by the Bankruptcy Court in bankruptcy Case Number 09-11786 (CSS) (Bankruptcy, N.D. Del.) in May of 2010. LICENSORS shall not file, join in or otherwise support in any manner whatsoever any motion or other pleading related to the license of the PATENTS hereunder that conflicts with the license contemplated by this Agreement or the License Order. If practicable, all pleadings related to the license shall be made available to LICENSEE prior to filing by LICENSORS.

22. *ENUREMENT*

22.1 This Agreement and each and every one of its provisions will be binding upon the executors, administrators, successors and permitted assigns of both parties hereto.

23. *SEVERABILITY*

23.1 All terms and conditions hereof are severable and the invalidity, illegality or unenforceability of any term or condition shall not affect the validity, legality or enforceability of the remaining terms and conditions.

24. *ENTIRETY OF AGREEMENT*

24.1 The parties hereto acknowledge that this Agreement (including its incorporation by

reference of the standstill agreement in Section 2.3 hereof and an incorporation by reference here of the Mutual Non-Disclosure Agreement entered into on June 3, 2008) constitutes the entire Agreement and understanding of the parties hereto as to the subject matter hereof, and shall not be subject to any change or modification except by the execution of a written instrument subscribed to by the parties hereto.

IN WITNESS WHEREOF, the parties have duly executed this Agreement the day and year set forth below.

Visteon Global Technologies, LLC

By _____

Name _____

Title _____

Date _____

Visteon Technologies, LLC

By _____

Name _____

Title _____

Date _____

TomTom NV

By _____

Name _____

Title _____

Date _____

By _____

Name _____

Title _____

Date _____