



# End User License Agreement Addendum

Satmap is not liable for damages and injuries caused by improper use or fitting of the device. Your statutory rights are not affected. Subject to technical changes and errors. Translations into languages other than English are provided for information only. In the event of any confusion, the English text is the controlling language. Please note: product specifications are liable to change without notice.

**National Geographic mapping data:** Mapping data is licensed from National Geographic Maps. National Geographic Maps and the National Geographic Society are in no way responsible for personal injury, damage to property, or violation of the law in connection with the use of their maps. TRAILS ILLUSTRATED and TOPO! are registered trademarks of NGHT, LLC. © 2010 NGHT, LLC. All rights reserved.

## FCC Certification

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.

Note: The manufacturer is not responsible for any radio or TV interference caused by unauthorized modifications to this equipment. Such modifications could void the user's authority to operate the equipment.

This equipment has been tested and found to comply with the limits for a Class B digital device, pursuant to part 15 of the FCC Rules. These limits are designed to provide reasonable protection against harmful interference in a residential installation. This equipment generates, uses and can radiate radio frequency energy and, if not installed and used in accordance with the instructions, may cause harmful interference to radio communications. However, there is no guarantee that interference will not occur in a particular installation. If this equipment does cause harmful interference to radio or television reception, which can be determined by turning the equipment off and on, the user is encouraged to try to correct the interference by one or more of the following measures:

- Reorient or relocate the receiving antenna.
- Increase the separation between the equipment and receiver.
- Connect the equipment into an outlet on a circuit different from that to which the receiver is connected.
- Consult the dealer or an experienced radio/TV technician for help.

### Important Note

This product is sold for the specific purpose of providing a general indication of geographical location by utilization of the Global Positioning System (GPS) operated by the US Government, and must not be used for any other purposes. (Please see Satmap Systems Inc. terms and conditions of use).

### Warning

This equipment must not be modified in any way and must only be used as directed and with the authorized accessories. Any attempts to do so, either successful or not, will breach all warranties, certifications and product liabilities incumbent upon the manufacturer and supplier of these goods, rendering them null and void.

## Microsoft End User License Agreement Terms

You have acquired a device ("DEVICE") that includes software licensed by Satmap Systems Ltd from an affiliate of Microsoft Corporation ("MS"). Those installed software products of MS origin, as well as associated media, printed materials, and "online" or electronic documentation ("SOFTWARE") are protected by international intellectual property laws and treaties. Manufacturer, MS and its suppliers (including Microsoft Corporation) own the title, copyright, and other intellectual property rights in the SOFTWARE. The SOFTWARE is licensed, not sold. All rights reserved.

This EULA is valid and grants the end-user rights ONLY if the SOFTWARE is genuine and a genuine Certificate of Authenticity for the SOFTWARE is included. For more information on identifying whether your software is genuine, please see <http://www.microsoft.com/piracy/howtotell>.

IF YOU DO NOT AGREE TO THIS END USER LICENSE AGREEMENT ("EULA"), DO NOT USE THE DEVICE OR COPY THE SOFTWARE. INSTEAD, PROMPTLY CONTACT SATMAP SYSTEMS LTD FOR INSTRUCTIONS ON RETURN OF THE UNUSED DEVICE(S) FOR A REFUND. ANY USE OF THE SOFTWARE, INCLUDING BUT NOT LIMITED TO USE ON THE DEVICE, WILL CONSTITUTE YOUR AGREEMENT TO THIS EULA (OR RATIFICATION OF ANY PREVIOUS CONSENT).

GRANT OF SOFTWARE LICENSE. This EULA grants you the following license:

- You may use the SOFTWARE only on the DEVICE.
- **Restricted Functionality.** You are licensed to use the SOFTWARE to provide only the limited functionality (specific tasks or processes) for which the DEVICE has been designed and marketed by Satmap Systems Ltd. This license specifically prohibits any other use of the software programs or functions, or inclusion of additional software programs or functions that do not directly support the limited functionality on the DEVICE. Notwithstanding the foregoing, you may install or enable on a DEVICE, systems utilities, resource management or similar software solely for the purpose of administration, performance enhancement and/or preventive maintenance of the DEVICE.
- If you use the DEVICE to access or utilize the services or functionality of Microsoft Windows Server products (such as Microsoft Windows Server 2003), or use the DEVICE to permit workstation or computing devices to access or utilize the services or functionality of Microsoft Windows Server products, you may be required to obtain a Client Access License for the DEVICE and/or each such workstation or computing device. Please refer to the end user license agreement for your Microsoft Windows Server product for additional information.
- **NOT FAULT TOLERANT.** THE SOFTWARE IS NOT FAULT TOLERANT. SATMAP SYSTEMS LTD HAS INDEPENDENTLY DETERMINED HOW TO USE THE SOFTWARE IN THE DEVICE, AND MS HAS RELIED UPON SATMAP SYSTEMS LTD TO CONDUCT SUFFICIENT TESTING TO DETERMINE THAT THE SOFTWARE IS SUITABLE FOR SUCH USE.
- **NO WARRANTIES FOR THE SOFTWARE.** THE SOFTWARE is provided "AS IS" and with all faults. THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFORT (INCLUDING LACK OF NEGLIGENCE) IS WITH YOU. ALSO, THERE IS NO WARRANTY AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE SOFTWARE OR AGAINST INFRINGEMENT. IF YOU HAVE RECEIVED ANY WARRANTIES REGARDING THE DEVICE OR THE SOFTWARE, THOSE WARRANTIES DO NOT ORIGINATE FROM, AND ARE NOT BINDING ON, MS.
- **No Liability for Certain Damages.** EXCEPT AS PROHIBITED BY LAW, MS SHALL HAVE NO LIABILITY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING FROM OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE SOFTWARE. THIS LIMITATION SHALL APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL MS BE LIABLE FOR ANY AMOUNT IN EXCESS OF U.S. TWO HUNDRED FIFTY DOLLARS (U.S.\$250.00).

- **Restricted Uses.** The SOFTWARE is not designed or intended for use or resale in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, or other devices or systems in which a malfunction of the SOFTWARE would result in foreseeable risk of injury or death to the operator of the device or system, or to others.
- **Limitations on Reverse Engineering, Decompilation, and Disassembly.** You may not reverse engineer, decompile, or disassemble the SOFTWARE, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.
- **SOFTWARE as a Component of the DEVICE – Transfer.** This license may not be shared, transferred to or used concurrently on different computers. The SOFTWARE is licensed with the DEVICE as a single integrated product and may only be used with the DEVICE. If the SOFTWARE is not accompanied by a DEVICE, you may not use the SOFTWARE. You may permanently transfer all of your rights under this EULA only as part of a permanent sale or transfer of the DEVICE, provided you retain no copies of the SOFTWARE. If the SOFTWARE is an upgrade, any transfer must also include all prior versions of the SOFTWARE. This transfer must also include the Certificate of Authenticity label. The transfer may not be an indirect transfer, such as a consignment. Prior to the transfer, the end user receiving the SOFTWARE must agree to all the EULA terms.
- **Consent to Use of Data.** You agree that MS, Microsoft Corporation and their affiliates may collect and use technical information gathered in any manner as part of product support services related to the SOFTWARE. MS, Microsoft Corporation and their affiliates may use this information solely to improve their products or to provide customized services or technologies to you. MS, Microsoft Corporation and their affiliates may disclose this information to others, but not in a form that personally identifies you.
- **Internet Gaming/Update Features.** If the SOFTWARE provides, and you choose to utilize, the Internet gaming or update features within the SOFTWARE, it is necessary to use certain computer system, hardware, and software information to implement the features. By using these features, you explicitly authorize MS, Microsoft Corporation and/or their designated agent to use this information solely to improve their products or to provide customized services or technologies to you. MS or Microsoft Corporation may disclose this information to others, but not in a form that personally identifies you.
- **Internet-Based Services Components.** The SOFTWARE may contain components that enable and facilitate the use of certain Internet-based services. You acknowledge and agree that MS, Microsoft Corporation or their affiliates may automatically check the version of the SOFTWARE and/or its components that you are utilizing and may provide upgrades or supplements to the SOFTWARE that may be automatically downloaded to your DEVICE. Microsoft Corporation or their affiliates do not use these features to collect any information that will be used to identify you or contact you. For more information about these features, please see the privacy statement at <http://privacy.microsoft.com/en-gb/fullnotice.mspx>.
- **Links to Third Party Sites.** You may link to third party sites through the use of the SOFTWARE. The third party sites are not under the control of MS or Microsoft Corporation, and MS or Microsoft are not responsible for the contents of any third party sites, any links contained in third party sites, or any changes or updates to third party sites. MS or Microsoft Corporation is not responsible for webcasting or any other form of transmission received from any third party sites. MS or Microsoft Corporation are providing these links to third party sites to you only as a convenience, and the inclusion of any link does not imply an endorsement by MS or Microsoft Corporation of the third party site.
- **Notice Regarding Security.** To help protect against breaches of security and malicious software, periodically back up your data and system information, use security features such as firewalls, and install and use security updates.
- **No Rental/Commercial Hosting.** You may not rent, lease, lend or provide commercial hosting services with the SOFTWARE to others.
- **Separation of Components.** The SOFTWARE is licensed as a single product. Its component parts may not be separated for use on more than one computer.
- **Additional Software/Services.** This EULA applies to updates, supplements, add-on components, product support services, or Internet-based services components ("Supplemental Components"), of the SOFTWARE that you may obtain from Satmap Systems Ltd, MS, Microsoft Corporation or their subsidiaries after the date you obtain your initial copy of the SOFTWARE, unless you accept updated terms or another agreement governs. If other terms are not provided along with such Supplemental Components and the Supplemental Components are provided to you by MS, Microsoft Corporation or their subsidiaries then you will be licensed by such entity under the same terms and conditions of this EULA, except that (i) MS, Microsoft Corporation or their subsidiaries providing the Supplemental Components will be the licensor with respect to such Supplemental Components in lieu of Satmap Systems Ltd for the purposes of the EULA, and (ii) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SUPPLEMENTAL COMPONENTS AND ANY (IF ANY) SUPPORT SERVICES RELATED TO THE SUPPLEMENTAL COMPONENTS ARE PROVIDED AS IS AND WITH ALL FAULTS. ALL OTHER DISCLAIMERS, LIMITATION OF DAMAGES, AND SPECIAL PROVISIONS PROVIDED BELOW AND/OR OTHERWISE WITH THE SOFTWARE SHALL APPLY TO SUCH SUPPLEMENTAL COMPONENTS. MS, Microsoft Corporation or their subsidiaries reserve the right to discontinue any Internet-based services provided to you or made available to you through the use of the SOFTWARE.
- **Recovery Media.** If SOFTWARE is provided by Satmap Systems Ltd on separate media and labeled "Recovery Media" you may use the Recovery Media solely to restore or reinstall the SOFTWARE originally installed on the DEVICE.
- **Backup Copy.** You may make one (1) backup copy of the SOFTWARE. You may use this backup copy solely for your archival purposes and to reinstall the SOFTWARE on the DEVICE. Except as expressly provided in this EULA or by local law, you may not otherwise make copies of the SOFTWARE, including the printed materials accompanying the SOFTWARE. You may not loan, rent, lend or otherwise transfer the backup copy to another user.
- **End User Proof of License.** If you acquired the SOFTWARE on a DEVICE, or on a compact disc or other media, a genuine Microsoft "Proof of License"/Certificate of Authenticity label with a genuine copy of the SOFTWARE identifies a licensed copy of the SOFTWARE. To be valid, the label must be affixed to the DEVICE, or appear on Satmap Systems Ltd's software packaging. If you receive the label separately other than from Satmap Systems Ltd, it is invalid. You should keep the label on the DEVICE or packaging to prove that you are licensed to use the SOFTWARE.
- **Product Support.** Product support for the SOFTWARE is not provided by MS, Microsoft Corporation, or their affiliates or subsidiaries. For product support, please refer to Satmap Systems Ltd support number provided in the documentation for the DEVICE. Should you have any questions concerning this EULA, or if you desire to contact Satmap Systems Ltd for any other reason, please refer to the address provided in the documentation for the DEVICE.
- **Termination.** Without prejudice to any other rights, Satmap Systems Ltd may terminate this EULA if you fail to comply with the terms and conditions of this EULA. In such event, you must destroy all copies of the SOFTWARE and all of its component parts.
- **EXPORT RESTRICTIONS.** You acknowledge that SOFTWARE is subject to U.S. and European Union export jurisdiction. You agree to comply with all applicable international and national laws that apply to the SOFTWARE, including the U.S. Export Administration Regulations, as well as end-user, end-use and destination restrictions issued by U.S. and other governments. For additional information see <http://www.microsoft.com/exporting>.