

3. DISCLAIMER

3.1 The Service is provided "as is". **GARMIN** makes no representations or warranties except as expressly set forth in this Agreement. Without limiting the foregoing, **GARMIN** expressly disclaims any implied warranties of any kind, including without limitation, any warranty of quality, performance, merchantability, fitness for a particular purpose or noninfringement. Except as specifically set forth in this Agreement, **GARMIN** does not warrant, guarantee, or make any representations regarding the use, or the results of the use, of the Service or any other materials in terms of correctness, accuracy, reliability or otherwise.

4. INDEMNIFICATION

4.1 **ŠKODA** shall indemnify and hold harmless **GARMIN** and its officers, directors, employees, agents and affiliates from and against any and all liabilities arising to its misuse of the Service or its failure to perform or comply with any term of this Agreement.

5. TERM

5.1 This Agreement commences on the Effective Date and shall automatically expire on [31.12.2031].

6. NON-DISCLOSURE OBLIGATION

6.1 All information disclosed by one **Party** to the other **Party** in connection with this Agreement - also such information obtained before its effectiveness - shall be kept confidential by the receiving Party and shall not, without the prior written consent of the disclosing Party, be disclosed by the receiving Party to any third party in any manner whatsoever, in whole or in part, and shall not be used for any purpose other than the execution of this Agreement.

6.2 The **Parties** shall not divulge to third parties, without the prior written consent, any of the conditions of this **Agreement** unless this is required by law or by orders of courts or governments.

7. TERMINATION

7.1 In case of breach of any obligation herein, which is not cured by the breaching **Party** within fifteen (15) days from receipt of a written notice sent by the other **Party**, such innocent Party may immediately terminate this **Agreement** without having to pay any indemnification for losses and damages.

7.2 Notwithstanding the provision above, the obligations set forth on Clause 6 shall survive the termination of this **Agreement**.

8. MISCELLANEOUS

8.1 This **Agreement** constitutes the entire agreement between the **Parties** concerning the subject matter hereof, and shall prevail over any previous negotiation, agreement, arrangement or understanding on the matter between the **Parties**.

8.2 This **Agreement** may only be altered or amended by means of a written instrument executed by all of the **Parties**.

SOFTWARE AND MAP DATA UPDATE SERVICE AGREEMENT

By this Software and Map Data Update Service Agreement (hereinafter referred to as "Agreement") entered into on 03.05.2022 (the "Effective Date") by and between:

ŠKODA AUTO a.s., a company organized and existing under the laws of the Czech Republic, with head office at tř. Václava Klementa 869, Mladá Boleslav II, 293 01 Mladá Boleslav, Czech Republic, ID 00177041, Registration Court: Městský soud v Praze, B/332, herein represented in accordance with its articles of association (hereinafter referred to as "**ŠKODA**"), and

GARMIN WÜRZBURG GMBH, a company organized and existing under the laws of the Federal Republic of Germany, with head office at Beethovenstrasse 1a+b, 97080 Würzburg, Germany, herein represented by its undersigned legal representative(s) (hereinafter referred to as "**GARMIN**"),

being referred individually as "**Party**" and collectively as "**Parties**",

In consideration of the undertakings contained herein, the Parties agree as follows:

1. SOFTWARE AND MAP DATA UPDATE SERVICE DESCRIPTION

1.1 **GARMIN** shall provide a onetime software (latest existing unit-firmware, BT-firmware and application) and map data update service to **ŠKODA** for European region maps (Central, North and South regions) which may be installed by end customers on Skoda PID (V2 generation) (hereafter the "**Service**").

1.2 The Service will be provided by **GARMIN** by means of firmware update, BT firmware update, software update and the 2020 Garmin Fresh map release (which will be split in 3 individual installer packages). All data pertaining to the Service shall be made available or sent to **ŠKODA** in accordance with what will be agreed by the Parties.

1.3 The install packages for the Service provided by **GARMIN** shall be free of charge for all **ŠKODA** users/customers of Skoda PID (V2 generation) that wish to download and install said update.

1.4 **ŠKODA** receives the authorization and shall be responsible for hosting the Service on their web portal, which **ŠKODA** may do using an affiliated company, for download by users of **ŠKODA** cars.

2. RESTRICTIONS ON USE

2.1 **ŠKODA** shall not make any modifications, adaptations, or alterations or associate or add any data to the Service. **ŠKODA** shall be responsible for and shall exercise any and all legally required care and diligence in connection with making available distribution, operation, and safety of the Service. Any uses of the Service not expressly authorized herein, as well as any unauthorized, unintended, unsafe, hazardous, unlawful, or illegal uses of the Service, are expressly prohibited.

2.2 **ŠKODA** shall not combine, incorporate, utilize, or distribute copies of the Service with or in connection with any product or system which, alone or in combination with such copies, infringes any other person's or entity's intellectual property rights.

2.3 Unless otherwise agreed between the Parties, the Service shall be made available to Customers solely on the European brand websites of **ŠKODA**.

8.3 Each **Party** warrants that it has full power and authority to enter into and perform this **Agreement** and comply with all obligations undertaken herein and that the execution of this **Agreement** does not result in violation of any third parties' rights, applicable laws or regulations.

8.4 The failure of any **Party** to exercise or delay in exercising any of its rights or powers under this **Agreement**, either wholly or in part, shall not be considered waiver or novation, and shall not affect the subsequent exercise of such right or power. Any waiver shall only produce effects if it is specifically granted in writing.

8.5 The obligations contained in this **Agreement** are assumed by the **Parties** on an irrevocable and irreversible basis and are binding on the **Parties** as well as on their successors and permitted assignees on any account.

8.6 Should a provision of this **Agreement** be deemed null, void or unenforceable, this will not affect the validity and enforceability of the remaining provisions. The **Parties** shall replace or modify any null, void or unenforceable provision to the extent possible and necessary to preserve the original intentions of the **Parties**.

8.7 Neither **Party** may assign or transfer this **Agreement**, in full or in part, or the rights and obligations hereunder, with or without consideration, except in case of prior consent in writing from the other **Party**.

8.8 All letters, notices and other communications in connection herewith shall be in writing and delivered by hand, by certified or registered mail or courier, addressed to the addresses mentioned in the preamble or to any other person or address informed in writing by the relevant **Party** for such purpose. Such notices will be deemed received (i) on delivery, when personally delivered to the recipient; (ii) on receipt, when mailed by registered mail, if delivery is confirmed by return receipt; or (iii) on delivery, when delivered by courier, if delivery is confirmed by the delivery service.

9. APPLICABLE LAW AND JURISDICTION

9.1 This Agreement shall be governed by and construed in accordance with the laws of Germany.

IN WITNESS THEREOF, the **Parties** execute this **Agreement** in two (2) equal counterparts with same tenor and effect in the presence of the two (2) witnesses identified below.

Signed by:		
	Name: Ing. Michal Eisner	Name: Ing. Michal Pres
	Title: Head of Aftersales Strategy/Product/Price	Title: Head of Accessories and GP Programme
Place and date:	03.05.2022 HLADA BOLESLAV	
On behalf of:	ŠKODA AUTO a.s.	
Signed by:		
	Name: Johannes Angenvoort	
	Title: Managing Director	
Place and date:		
On behalf of:	GARMIN WÜRZBURG GMBH	
		
	Director Core Engineering	
		
		Garmin Würzburg GmbH
		Beethovenstraße 1a+b · D-97080 Würzburg
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		www.garmin.com
		Würzburg, 4.5.22