

Location-Code 3.4 Austria / Terms and Conditions of Use

Autobahnen- und Schnellstraßen Finanzierungs-Aktiengesellschaft, Rotenturmstrasse 5-9, A-1010 Vienna, Austria, hereinafter “ASFINAG”,

provides the Location-Code Version 3.4 (LCL) for use subject to the following terms and conditions:

1.

The party authorized to use LCL undertakes to disclose the purpose by the online form for which it intends to use LCL Version 3.4. The party authorized to use LCL Version 3.4 may use it solely for applications indicated on the “Disclosure of Purpose of Use” form. Use of LCL Version 3.4 for any other purpose is prohibited.

2.

The party authorized to use LCL Version 3.4 shall refrain from using LCL Version 3.4 for any purposes other than those specified in Point (1).

3.

Dissemination of the LCL to third parties is not allowed.

4.

ASFINAG does not assume any liability whatsoever that the party authorized to use LCL Version 3.4 is in fact able to make use of it, or to employ it in a manner useful and profitable for its intended purposes.

5.

ASFINAG does not provide any guarantee for the accuracy and completeness of LCL Version 3.4, either in respect of its content, or its freedom from errors of a technical nature or of content. ASFINAG point out that LCL 3.4 was created under the relevant guidelines and certified by TISA.

6.

Liability on the part of ASFINAG in particular relating to compensation for damages, is expressly excluded.

7.

The party authorized to use LCL Version 3.4 undertakes to indicate to its customers that LCL Version 3.4 has been provided by ASFINAG. The party authorized to use LCL Version 3.4 also undertakes to impose this condition on its own customers, so that end-users are made aware that LCL Version 3.4 has been provided by ASFINAG. This acknowledgement shall take the following form: “The Location Code has been provided by ASFINAG”. The logo of ASFINAG shall be reproduced before the text of this acknowledgement.

8.

The data are provided by email in xls-format and in TISA defined dat-format.

9.

The validity for the conditions of use for LCL 3.4 will end 6 month after an LCL update is available. Use made of LCL Version 3.4 pursuant to these terms and conditions prior to expiration of the right of use, shall be unaffected by expiration of the right of use, i.e. the party authorized to use LCL Version 3.4 may continue to introduce into commerce such applications produced on the basis of LCL Version 3.4 prior to expiration of the right of use.

10.

The contents of LCL Version 3.4 are listed in documentation. The party authorized to use LCL Version 3.4 has read and accepted the contents of the documentation.

11.

The party authorized agrees that ASFINAG may inform about new versions and updates regarding LCL version 3.4 by sending an e-mail newsletter to the email-address used in the registration process.

12.

The court of competent jurisdiction in Vienna shall have jurisdiction over any and all disputes arising in connection with this agreement. The present agreement shall be governed by Austrian law to the exclusion of the conflict-of-laws rule.