

## LICENSE AGREEMENT

This Agreement shall become effective as of the date last signed by and between **Hydrographic Office of the Polish Navy**, Jana z Kolna 8, 81-912 Gdynia, Poland (hereinafter referred to as "HOPN") and **Garmin Ltd.** P.O. Box 10670, Grand Cayman KY1-1006, Suite 3206B, 45 Market Street, Gardenia Court, Camana Bay, Cayman Islands and its Subsidiaries (hereinafter collectively referred to as "Garmin Ltd.")

Garmin understands that HOPN has copyrights on its hydrographic data, and HOPN understands that Garmin is in the business of designing and manufacturing navigation devices and desires to obtain said data for use with its marine navigation products, and is therefore interested in obtaining said data produced by HOPN.

The parties hereto agree as follows:

1. Garmin is granted the right to use the digital data and to digitize the hydrographic data from the paper charts listed in the attached Annex B and any corrections or updates to such data issued by HOPN and to sell the digitized data worldwide in Garmin proprietary and closed format, either directly or through distributors or agents, for use with Garmin's navigation products and to incorporate such data into its products listed in the attached Annex C. For marketing purposes, Garmin is granted the right to display on its website graphic images of its digital charts that are not geo-referenced. Such rights may not be transferred by Garmin to a third party. In consideration of this license, Garmin shall make royalty payments to HOPN in accordance with the formula provided in the attached Annex A. This Agreement excludes any form of reproduction of the data released by HOPN, other than digital.
2. The present Agreement solely pertains to data for which HOPN owns or holds the copyright. Should the digital charts produced by Garmin include data produced by other copyright owners or holders, the authorization to reproduce those shall be expressly obtained from the services concerned.
3. Garmin agrees to make commercially reasonable efforts to lock and protect the Derived Digital Products (as defined in Section 4 below) in order to prevent unauthorized access to the HOPN data by third parties.
4. Garmin agrees to limit the marketing of its products including HOPN data ("Derived Digital Products") to the consumer market. HOPN acknowledges that Garmin cannot prevent the indirect sales of Derived Digital Products to the professional market and that Garmin has no ability to trace the sales for all its Derived Digital Products using the HOPN data.
5. HOPN agrees to supply to Garmin the data listed in Annex B within fifteen (15) days from the signature of this Agreement. Said data will be delivered in either digital format or paper format and will be delivered to Garmin at the following address:

Garmin International, Inc.  
Attn: Cartography Administration  
1200 East 151<sup>st</sup> Street  
Olathe, KS 66062  
USA

HOPN agrees to provide promptly to Garmin any corrections as soon as they become available. If provided in text form, corrections shall be provided in English and sent via facsimile to Garmin at +1-(913) 397-8282, Attn: Cartography Administration. HOPN shall provide updates to Garmin by April 30 and October 31 of each calendar year, regardless of

whether the updates are provided in portions or in the form of new file editions. All updates shall be provided by HOPN to Garmin free of charge.

6. At any time, upon written agreement and with immediate effect, the list of data shown on the attached Annex B may be mutually modified by the parties. The list of products shown on the attached Annex C may be revised at any time by Garmin upon written notification and with immediate effect.
7. Garmin agrees to insert the following acknowledgements and warnings on the packaging, user manual, and copyright information display screen of each of its derived digital products:

*Hydrographic Office of the Polish Navy (HOPN) © [insert year]*

and

*WARNING: No National Hydrographic Office has verified the information in this product and none accepts liability for the accuracy of reproduction or any modifications made thereafter. No National Hydrographic Office warrants that this product satisfies national or international regulations regarding the use of the appropriate products for navigation.*

*WARNING: This product has been produced, in part or completely, from the (list of countries) Hydrographic Offices products. No liability is accepted for the use of this product and it must not be used to assist in navigation. The digital chart(s) contained herein have not been verified or updated. For their own safety, users are advised to consult official updated nautical charts for purposes of navigation. The above mentioned Hydrographic Offices have not verified the extracted data and the printed chart should be consulted for full navigational details.*

where (list of countries) must include any applicable country with hydrographic office data.

This clause to the Agreement will be met with by Garmin in a reasonable period of time, so as to allow pertinent software adjustments to the products produced by Garmin, **but not later than until 90 days from the last signature put by the Hydrographic Office of the Polish Navy.**

8. Garmin agrees to send HOPN a copy of the data in digital form together with a copy of the software used for their display. These shall not be returned to Garmin but will be considered as belonging to Garmin and shall not be used for any purpose other than quality control within HOPN.
9. This Agreement remains in force until the expiration of three (3) years from the date of this Agreement, at which time it is automatically renewed for successive one (1) year terms, unless either party terminates it by giving three (3) months notice prior to its expiration. Both parties may, by mutual written consent, terminate or amend this Agreement. In the event of the termination of this Agreement by notice, Garmin shall have twelve (12) months in which to sell the digitized data it has produced up to the date of termination.
10. HOPN shall advise Garmin of the percentage of copyrighted data and respective copyright owner for each digital file listed in Annex B. HOPN shall also advise if additional agreements are necessary for Garmin to license any of their data, such as hydrographic or inland waterways authorities or other publishers. HOPN will supply contact information for such groups or authorities, whenever necessary.
11. HOPN shall keep in strict confidence any material, data, or information of a technical or commercial nature received from Garmin pursuant to this Agreement, including without

limitation the data and display system under Section 8 above, and any sales reports and proceeds as per the attached Annex A. HOPN shall not, in any form, for any reason, disseminate, or transfer to a third party any such material, data and information, unless Garmin grants written permission.

12. HOPN grants Garmin the right to distribute Garmin's Derived Digital Products free of charge for promotion and demonstration purposes to Garmin's distributors in a particular demonstration product ("Demo Kit"). Garmin's distributors shall have the right to use the Demo Kit to show potential customers what Garmin's products would look like in customer's area. Navigational use of Garmin's Demo Kit must be prevented by Garmin.
13. With exception to the data that requires a separate license subject to the attached Annex B, HOPN represents and warrants that it has all right, title and ownership, including, but not limited to, copyrights and/or other intellectual property rights, in and to the licensed data necessary to grant the license herein, and that the licensed data does not in any way infringe the intellectual property right of any third party. HOPN shall indemnify and hold harmless Garmin from and against any and all liability, including costs and reasonable attorneys' fees arising out of or in connection with an assertion that the licensed data infringes any copyright or other intellectual property right of a third party. Under such circumstances, Garmin shall promptly notify HOPN and give HOPN control of the defense and any potential settlement negotiations.
14. Any dispute or claim arising out of or relating to this Agreement, or breach of thereof, shall be determined by the Court of Arbitration at the Polish Chamber of Commerce in Warsaw.
15. This Agreement shall be governed by and construed in accordance with the Polish laws. Matters, which are not covered by this Agreement, shall be governed by and construed in accordance with the rules of these laws, particularly, with the rules of the Civil Code.
16. All notices required or permitted hereunder shall be in writing and addressed as follows or to such other address as a party may designate in writing to the other:

If to Garmin:

Garmin Ltd.  
P.O. Box 10670, Grand Cayman KY1-1006  
Suite 3206B, 45 Market Street, Gardenia Court  
Camana Bay, Cayman Islands

With a copy to:

Garmin International, Inc.  
Attn: General Counsel  
1200 East 151<sup>st</sup> Street  
Olathe, KS 66062  
U.S.A.

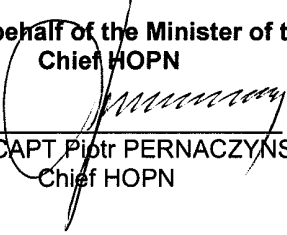
If to HOPN:

Hydrographic Office of the Polish Navy  
Attn: Chief HOPN/BHMW  
Jana z Kolna 8  
81-301 Gdynia 1  
POLAND

17. This Agreement supersedes all prior agreements between HOPN and Garmin.
18. "Subsidiaries" or "Subsidiary" shall mean any legal entity that is directly or indirectly wholly owned by a party hereto.

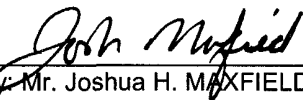
In witness whereof, the parties hereto have executed this Agreement, effective the date first written above.

**On behalf of the Minister of the National Defense  
Chief HOPN**

  
By: CAPT Piotr PERNACZYŃSKI  
Chief HOPN

\_\_\_\_\_  
Date

**GARMIN LTD.**

  
By: Mr. Joshua H. MAXFIELD  
Assistant Vice President, Garmin Ltd.

12 Nov 09  
Date