

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-Q

(Mark One)

QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended September 30, 2010

or

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from _____ to _____

Commission file number: 001-34720

TELENAV, INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

77-0521800
(I.R.S. Employer
Identification Number)

1130 Kifer Road
Sunnyvale, California 94086
(Address of principal executive offices) (Zip Code)

(408) 245-3800
(Registrant's telephone number, including area code)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer Accelerated filer
Non-accelerated filer (Do not check if a smaller reporting company) Smaller reporting company

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes No

As of October 31, 2010, there were approximately 42,165,685 shares of the Registrant's Common Stock outstanding.

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PART I. FINANCIAL INFORMATION

Item 1. Financial Statements.

TELENAV, INC.
CONDENSED CONSOLIDATED BALANCE SHEETS
(in thousands, except per share amounts)

	September 30, 2010 (unaudited)	June 30, 2010
Assets		
Current assets:		
Cash and cash equivalents	\$ 50,085	\$112,862
Short-term investments	81,002	—
Accounts receivable, net of allowances of \$308 and \$246 at September 30, 2010 and June 30, 2010, respectively	57,266	37,322
Deferred income taxes	3,023	3,247
Prepaid expenses and other current assets	4,013	3,020
Total current assets	195,389	156,451
Property and equipment, net	10,230	9,637
Deferred income taxes, non-current	1,766	1,874
Deposits and other assets	5,754	5,758
Total assets	<u>\$ 213,139</u>	<u>\$173,720</u>
Liabilities and stockholders' equity		
Current liabilities:		
Accounts payable	\$ 1,748	\$ 2,507
Accrued compensation	4,099	5,583
Accrued royalties	3,602	2,988
Other accrued expenses	2,842	2,721
Deferred revenue	27,892	6,746
Income taxes payable	5,868	1,028
Total current liabilities	46,051	21,573
Deferred revenue, non-current	1,647	172
Other liabilities	3,267	2,938
Commitments and contingencies		
Stockholders' equity:		
Preferred stock, \$0.001 par value: 50,000 shares authorized; no shares issued or outstanding	—	—
Common stock, \$0.001 par value: 600,000 shares authorized; 42,156 and 42,140 shares issued and outstanding at September 30, 2010 and June 30, 2010, respectively	42	42
Additional paid-in capital	110,583	109,687
Accumulated other comprehensive income	282	399
Retained earnings	51,267	38,909
Total stockholders' equity	<u>162,174</u>	<u>149,037</u>
Total liabilities and stockholders' equity	<u>\$ 213,139</u>	<u>\$173,720</u>

See accompanying Notes to Condensed Consolidated Financial Statements.

TELENAV, INC.
CONDENSED CONSOLIDATED STATEMENTS OF INCOME
(in thousands, except per share amounts)
(unaudited)

	Three Months Ended	
	September 30,	
	2010	2009
Revenue	\$51,100	\$36,048
Cost of revenue	8,852	7,067
Gross profit	<u>42,248</u>	<u>28,981</u>
Operating expenses:		
Research and development	13,027	7,912
Sales and marketing	4,726	3,914
General and administrative	3,746	2,559
Total operating expenses	<u>21,499</u>	<u>14,385</u>
Income from operations	20,749	14,596
Other income (expense), net	197	(522)
Income before provision for income taxes	20,946	14,074
Provision for income taxes	8,588	5,953
Net income	<u>\$12,358</u>	<u>\$ 8,121</u>
Net income applicable to common stockholders	<u>\$12,358</u>	<u>\$ 4,373</u>
Net income per share applicable to common stockholders:		
Basic	<u>\$ 0.29</u>	<u>\$ 0.38</u>
Diluted	<u>\$ 0.27</u>	<u>\$ 0.15</u>
Weighted average shares used in computing net income applicable to common stockholders:		
Basic	<u>42,151</u>	<u>11,556</u>
Diluted	<u>44,939</u>	<u>28,420</u>

See accompanying Notes to Condensed Consolidated Financial Statements.

TELENAV, INC.
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(in thousands)
(unaudited)

	Three Months Ended	
	September 30,	
	2010	2009
Operating activities		
Net income	\$ 12,358	\$ 8,121
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation, amortization and accretion	1,938	1,038
Stock-based compensation expense	852	315
Loss on disposal of property and equipment	—	3
Write-off of capitalized software	691	—
Revaluation of preferred stock warrants	—	547
Changes in operating assets and liabilities:		
Accounts receivable	(19,944)	175
Deferred income taxes	332	513
Prepaid expenses and other current assets	(1,030)	1,109
Other assets	(838)	(1,353)
Accounts payable	(1,152)	(264)
Accrued compensation	(1,484)	(486)
Accrued royalties	614	(30)
Accrued expenses and other liabilities	449	2,304
Income taxes payable	4,840	2,684
Deferred revenue	22,622	469
Net cash provided by operating activities	<u>20,248</u>	<u>15,145</u>
Investing activities		
Capital expenditures	(1,512)	(2,402)
Additions to capitalized software	(340)	(973)
Purchases of short-term investments	(81,128)	—
Net cash used in investing activities	<u>(82,980)</u>	<u>(3,375)</u>
Financing activities		
Proceeds from exercise of stock options	44	321
Repurchase of common stock	—	(1,228)
Net cash provided by (used in) financing activities	<u>44</u>	<u>(907)</u>
Effect of exchange rate changes on cash and cash equivalents	(89)	(7)
Net increase (decrease) in cash and cash equivalents	(62,777)	10,856
Cash and cash equivalents, at beginning of period	112,862	33,128
Cash and cash equivalents, at end of period	<u>\$ 50,085</u>	<u>\$43,984</u>
Supplemental disclosure of cash flow information		
Income taxes paid	<u>\$ 3,026</u>	<u>\$ 629</u>

See accompanying Notes to Condensed Consolidated Financial Statements.

TELENAV, INC.

Notes to Condensed Consolidated Financial Statements

1. Summary of business and significant accounting policies

Description of business

TeleNav, Inc., also referred to in this report as “we,” “our” or “us,” and our predecessor company were incorporated in October 2009 and September 1999, respectively, in the State of Delaware. We are a leading provider of location based services, or LBS, including voice guided navigation on mobile phones, automotive LBS and enterprise LBS. Our LBS solutions provide consumers and enterprises with convenient and easy to use location specific, real time and personalized features and functions. By using their mobile phones or vehicles, our end users can access our LBS to efficiently navigate to their destinations and easily obtain relevant local information. We operate in a single segment. Our fiscal year ends June 30 and in this report we refer to the fiscal year ended June 30, 2010 as “fiscal 2010” and the fiscal year ending June 30, 2011 as “fiscal 2011.” We completed our initial public offering in May 2010.

Basis of presentation

The unaudited condensed consolidated financial statements and accompanying notes have been prepared in accordance with accounting principles generally accepted in the United States of America, or GAAP. The condensed consolidated financial statements include the accounts of TeleNav, Inc. and our wholly owned subsidiaries in China, the United Kingdom and Brazil. All significant intercompany balances and transactions have been eliminated in consolidation. The financial statements include all adjustments (consisting only of normal recurring adjustments) that our management believes are necessary for a fair presentation of the periods presented. These interim financial results are not necessarily indicative of results expected for the full fiscal year or for any subsequent interim period.

The condensed consolidated financial statements and related financial information should be read in conjunction with the audited consolidated financial statements and the related notes thereto for fiscal 2010, included in our Annual Report on Form 10-K for the fiscal year then ended filed on September 24, 2010, or the Form 10-K, with U.S. Securities and Exchange Commission, or the SEC.

With the exception of revenue recognition discussed below, there have been no material changes to our significant accounting policies as compared to the significant accounting policies described in our Form 10-K.

Use of estimates

The preparation of financial statements in conformity with GAAP requires us to make estimates and assumptions that affect the amounts reported in the consolidated financial statements and accompanying notes. Significant estimates and assumptions made by us include the determination of revenue recognition and deferred revenue, the recoverability of accounts receivable, and the fair value of stock awards issued. Actual results could differ from those estimates.

Revenue recognition

In October 2009, the FASB issued its revised standard which supersedes certain guidance with respect to accounting for revenue arrangements with multiple deliverables. The revised standard changes the determination of when individual deliverables in a multiple element arrangement may be treated as separate units of accounting and modifies the manner in which the transaction consideration is allocated across separately identifiable deliveries. We adopted the revised standard prospectively for fiscal 2011 as of July 1, 2010. Adoption of this standard did not have a material impact on our financial position, cash flows or results of operations.

We derive our revenue primarily from subscriptions to access our LBS, which are generally provided through wireless carrier partners that offer our services to their subscribers. Revenue is primarily comprised of subscription fees for the use of our LBS, as well as activation fees related to certain services. Our wireless carrier partners pay us (1) a monthly subscription fee per end user, (2) commencing during the three months ended September 30, 2010, a fixed annual fee for any number of subscribers (up to specified thresholds) receiving our services as part of bundles with other voice and data services, or (3) a revenue sharing arrangement that may include a minimum fee per end user. We

TELENAV, INC.

Notes to Condensed Consolidated Financial Statements—(Continued)

recognize revenue when persuasive evidence of an arrangement exists, delivery of those services has occurred, the fee is fixed or determinable, and collectability is reasonably assured. We recognize monthly fees related to our services in the month we provide the services. We defer amounts received in advance of the service being provided and recognize the deferred amounts when the monthly service has been provided. We recognize revenue for fixed annual fees for any number of subscribers receiving our services as part of bundles monthly on a straight-line basis over the term of the agreement. Our agreements do not contain general rights of refund once the service has been provided. We also establish allowances for estimated credits subsequently issued to end users by our wireless carrier partners. We defer activation fees received upon the initiation of certain services and recognize the deferred amounts over the estimated average length of subscription to the service, historically 16 months.

We recognize as revenue the amount our wireless carrier partners report to us as we provide our services, which are net of any revenue sharing or other fees earned and deducted by our wireless carrier partners. We are not the principal provider when selling access to our LBS through our wireless carrier partners as the subscribers directly contract with our wireless carrier partners. In addition, we may earn a fixed fee or fixed percentage of fees charged by our wireless carrier partners and our wireless carrier partners have the sole ability to set the price charged to their subscribers for our service. Our wireless carrier partners have direct responsibility for billing and collecting those fees from their subscribers and we and our wireless carrier partners may offer subscribers a 30-day free trial for our service. We provide tiered pricing to certain of our wireless carrier partners based on the number of paying end users in a given month, which may result in a discounted fee per end user depending on the number of end users. Revenue recognized is based on the discounted fees earned for a given period.

In certain instances, due to the nature and timing of monthly revenue and subscriber reporting from our wireless carrier partners, we may be required to make estimates of the amount of LBS revenue to recognize from a wireless carrier partner for the current period. Estimates for revenue include our consideration of certain factors and information including subscriber data, historical subscription and revenue reporting trends, end user subscription data from our internal systems, and data from comparable distribution channels of our other wireless carrier partners.

We may be required to make estimates of revenue for a given month if wireless carrier partners do not provide us with an LBS revenue report in a timely manner. We record any differences between estimated revenue and actual revenue in the reporting period when we determine the actual amounts. To date, actual amounts have not differed materially from our estimates.

In addition to our LBS, we offer mobile phone accessories and other related hardware products through our website. We recognize revenue related to these products upon delivery, assuming all other revenue recognition criteria have been met. Revenue from mobile phone accessories and other related hardware products represented less than 1% of our revenue for the three months ended September 30, 2010 and 2009.

Concentrations of credit risk and significant customers

Financial instruments that subject us to significant concentrations of credit risk primarily consist of cash and cash equivalents, short-term investments and accounts receivable. We maintain our cash and cash equivalents and short-term investments with well-capitalized financial institutions. The primary objective of our investment policy is the preservation of the value of our high quality fixed-income investment portfolio while maintaining adequate financial liquidity.

Our primary customers are wireless carriers and we do not require collateral for accounts receivable. To manage the credit risk associated with accounts receivable, we evaluate the creditworthiness of our wireless carrier partners. We evaluate our accounts receivable on an ongoing basis to determine those amounts not collectible. To date, we are not aware of circumstances that may impair a specific wireless carrier partner's ability to meet its financial obligations to us.

TELENAV, INC.

Notes to Condensed Consolidated Financial Statements—(Continued)

Revenue related to services provided through Sprint Nextel Corporation, or Sprint, comprised 51% and 55% of revenue for the three months ended September 30, 2010 and 2009, respectively. Receivables due from Sprint were 65% and 49% of total accounts receivable at September 30, 2010 and June 30, 2010, respectively. Revenue related to services provided through AT&T Inc., or AT&T, comprised 36% and 34% of revenue for three months ended September 30, 2010 and 2009, respectively. Receivables due from AT&T were 25% and 38% of total accounts receivable at September 30, 2010 and June 30, 2010, respectively.

Our map and points of interest data have been provided principally through Tele Atlas North America, Inc., or Tele Atlas, and Navigation Technologies Corporation, or NAVTEQ, in the three months ended September 30, 2010 and 2009. To date, we are not aware of circumstances that may impair either party's intent or ability to continue providing such services to us.

Comprehensive income

Comprehensive income consists of net income and other comprehensive income (loss), which includes cumulative foreign currency translation gains or losses and unrealized gains or losses on marketable securities, net of tax. Comprehensive income totaled \$12.2 million and \$8.1 million for the three months ended September 30, 2010 and 2009, respectively.

Recent accounting pronouncements

In fiscal 2010, we adopted the revised guidance issued by the Financial Accounting Standards Board intended to improve disclosures related to fair value measurements. This guidance requires new disclosures as well as clarifies certain existing disclosure requirements. New disclosures under this guidance require separate information about significant transfers in and out of Level 1 and Level 2 of the fair value hierarchy and the reason for such transfers, and also require purchases, sales, issuances, and settlements information for Level 3 measurement to be included in the rollforward of activity on a gross basis. The guidance also clarifies the requirement to determine the level of disaggregation for fair value measurement disclosures and the requirement to disclose valuation techniques and inputs used for both recurring and nonrecurring fair value measurements in either Level 2 or Level 3. The revised accounting guidance for the rollforward of activity on a gross basis for Level 3 fair value measurement will be effective for us in the first quarter of our fiscal 2012. We do not expect the revised guidance to have an impact on our condensed consolidated financial statements.

2. Net income per share

In connection with our initial public offering in May 2010, we sold 6,550,000 shares of common stock, converted all of our outstanding convertible preferred stock into 23,345,247 shares of common stock, and issued a stock dividend of 636,139 shares of common stock to holders of our Series E convertible preferred stock upon the conversion of those preferred shares into common stock.

Prior to our initial public offering, basic and diluted net income per share applicable to common stockholders were presented in conformity with the two-class method required for participating securities. Our Series E convertible preferred stock was a participating security. Holders of Series E convertible preferred stock were each entitled to receive cumulative dividends, payable prior and in preference to any dividends on any other shares of our capital stock. In the event a dividend was paid on any share of common stock, Series E convertible preferred stockholders were entitled to a proportionate share of any such dividend as if they were holders of common stock (on an as if converted basis).

Under the two-class method, basic net income per share applicable to common stockholders is computed by dividing the net income attributable to common stockholders by the weighted average number of common shares outstanding during the period. Net income applicable to common stockholders is determined by allocating undistributed earnings, calculated as net income less current period Series E convertible preferred stock cumulative dividends, between common and Series E convertible preferred stockholders. Diluted net income per share applicable to common stockholders is computed by using the weighted average number of shares of common stock outstanding, including potential dilutive common shares assuming (i) the dilutive effect of outstanding stock options and warrants using the treasury stock method and (ii) the issuance of shares upon the conversion of outstanding Series A, Series B, Series B Prime, Series C, Series C Prime and Series D convertible preferred stock.

TELENAV, INC.

Notes to Condensed Consolidated Financial Statements—(Continued)

Subsequent to our initial public offering, basic net income per share is calculated by dividing the net income attributable to common stockholders by the weighted-average number of common shares outstanding for the period. Diluted net income per share is computed by dividing the net income attributable to common stockholders by the weighted-average number of common shares outstanding for the period, including potential dilutive common shares assuming the dilutive effect of outstanding stock options and warrants using the treasury-stock method.

The following table presents the calculation of basic and diluted net income per share applicable to common stockholders (in thousands, except per share amounts):

	Three Months Ended September 30,	
	2010	2009
Net income applicable to common stockholders:		
Net income	\$12,358	\$ 8,121
Series E preferred cumulative dividends	—	(305)
Undistributed earnings allocated to Series E preferred stockholders	—	(3,443)
Net income applicable to common stockholders	<u>\$12,358</u>	<u>\$ 4,373</u>
Shares used in computing net income per share applicable to common stockholders:		
Basic:		
Weighted average common shares used in computing basic net income per share	<u>42,151</u>	<u>11,556</u>
Diluted:		
Weighted average common shares used in computing basic net income per share	42,151	11,556
Add weighted average effect of dilutive securities:		
Stock options	2,788	2,874
Common stock warrants	—	7
Conversion of convertible preferred stock	—	13,983
Weighted average common shares used in computing diluted net income per share	<u>44,939</u>	<u>28,420</u>
Net income per share applicable to common stockholders:		
Basic	<u>\$ 0.29</u>	<u>\$ 0.38</u>
Diluted	<u>\$ 0.27</u>	<u>\$ 0.15</u>

The following outstanding shares subject to options, warrants and convertible preferred stock were excluded from the computation of diluted net income per common share for the periods presented because including them would have had an antidilutive effect (in thousands):

	Three Months Ended September 30,	
	2010	2009
Options to purchase common stock	608	1,444
Warrants to purchase Series E convertible preferred stock	—	261
	<u>608</u>	<u>1,705</u>

TELENAV, INC.

Notes to Condensed Consolidated Financial Statements—(Continued)

3. Cash equivalents and short-term investments

Cash equivalents consist of highly liquid fixed-income investments with original maturities of three months or less at the time of purchase, including money market funds. Short-term investments consist of readily marketable securities with a remaining maturity of more than three months from time of purchase. We classify all of our cash equivalents and short-term investments as “available for sale,” as these investments are free of trading restrictions. These marketable securities are carried at fair value, with the unrealized gains and losses, net of tax, reported as accumulated other comprehensive income and included as a separate component of stockholders’ equity. Gains and losses are recognized when realized. When we have determined that an other-than-temporary decline in fair value has occurred, the amount of the decline that is related to a credit loss is recognized in earnings. Gains and losses are determined using the specific identification method. We had no realized gains or losses in the three months ended September 30, 2010 and 2009.

Cash and cash equivalents and short-term investments consisted of the following as of September 30, 2010 (in thousands):

	Amortized Cost	Unrealized Gains	Unrealized Losses	Estimated Fair Value
Cash	\$ 8,737	\$ —	\$ —	\$ 8,737
Cash equivalents:				
Money market mutual funds	24,095	—	—	24,095
Municipal securities	14,003	1	—	14,004
Commercial paper	3,249	—	—	3,249
Total cash equivalents	41,347	1	—	41,348
Total cash and cash equivalents	50,084	1	—	50,085
Short-term securities:				
Municipal securities	64,129	1	(51)	64,079
Commercial paper	7,482	3	—	7,485
Corporate bonds	9,420	21	(3)	9,438
Total short-term investments	81,031	25	(54)	81,002
Cash and cash equivalents and short-term investments	<u>\$131,115</u>	<u>\$ 26</u>	<u>\$ (54)</u>	<u>\$ 131,087</u>

Cash and cash equivalents consisted of the following as of June 30, 2010 (in thousands):

	Amortized Cost	Unrealized Gains	Unrealized Losses	Estimated Fair Value
Cash	\$ 17,858	\$ —	\$ —	\$ 17,858
Cash equivalents:				
Money market mutual funds	95,004	—	—	95,004
Total cash equivalents	95,004	—	—	95,004
Cash and cash equivalents	<u>\$112,862</u>	<u>\$ —</u>	<u>\$ —</u>	<u>\$ 112,862</u>

The following table summarizes the cost and estimated fair value of short-term fixed income securities classified as short-term investments based on stated maturities as of September 30, 2010:

	Amortized Cost	Estimated Fair Value
Due within one year	\$24,945	\$24,938
Due within two years	31,158	31,134
Due after two years	24,928	24,930
Total	<u>\$81,031</u>	<u>\$81,002</u>

As of September 30, 2010, we did not consider any of our investments to be other-than-temporarily impaired.

TELENAV, INC.

Notes to Condensed Consolidated Financial Statements—(Continued)

4. Fair value of financial instruments

We measure certain financial instruments at fair value on a recurring basis. We have established a hierarchy, which consists of three levels, for disclosure of the inputs used to determine the fair value of our financial instruments.

Level 1 valuations are based on quoted prices in active markets for identical assets or liabilities.

Level 2 valuations are based on inputs that are observable, either directly or indirectly, other than quoted prices included within Level 1. Such inputs used in determining fair value for Level 2 valuations include quoted prices in active markets for similar assets or liabilities, quoted prices for identical or similar assets or liabilities in markets that are not active, or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the assets or liabilities.

Level 3 valuations are based on information that is unobservable and significant to the overall fair value measurement.

All of our cash equivalents and short-term investments are classified within Level 1 or Level 2. The fair values of these financial instruments were determined using the following inputs at September 30, 2010 (in thousands):

Description	Fair Value Measurements at Reporting Date Using			
	Total	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Cash equivalents:				
Money market mutual funds	\$ 24,095	\$ 24,095	\$ —	\$ —
Municipal securities	14,004	—	14,004	—
Commercial paper	3,249	—	3,249	—
Total cash equivalents	41,348	24,095	17,253	—
Short-term investments:				
Municipal securities	64,079	—	64,079	—
Commercial paper	7,485	—	7,485	—
Corporate bonds	9,438	—	9,438	—
Total short-term investments	81,002	—	81,002	—
Cash equivalents and short-term investments	\$122,350	\$ 24,095	\$ 98,255	\$ —

The fair values of our financial instruments were determined using the following inputs at June 30, 2010 (in thousands):

Description	Fair Value Measurements at Reporting Date Using			
	Total	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Cash equivalents:				
Money market mutual funds	\$95,004	\$ 95,004	\$ —	\$ —
Total cash equivalents	\$95,004	\$ 95,004	\$ —	\$ —

TELENAV, INC.

Notes to Condensed Consolidated Financial Statements—(Continued)

We did not have any financial liabilities, such as foreign currency derivative contracts, to value as of September 30, 2010 or June 30, 2010.

5. Commitments and contingencies

Purchase obligations

As of September 30, 2010, we had an aggregate of \$26.9 million of future minimum noncancelable financial commitments primarily related to license fees due to certain of our third party content providers over the next five fiscal years. The aggregate of \$26.9 million of future minimum commitments were comprised of \$12.1 million due in fiscal 2011; \$11.9 million due in fiscal 2012; \$1.7 million due in fiscal 2013; \$1.0 million due in fiscal 2014; and \$0.2 million due in fiscal 2015.

Contingencies

From time to time, we may become involved in legal proceedings, claims and litigation arising in the ordinary course of business. When we believe a loss or a cost of indemnification is probable and can be reasonably estimated, we accrue the estimated loss or cost of indemnification in our consolidated financial statements. Where the outcome of these matters is not determinable, we do not make a provision in our financial statements until the loss or cost of indemnification, if any, is probable and can be reasonably estimated or the outcome becomes known.

On November 17, 2009, WRE-Hol, LLC filed a complaint against us in the U.S. District Court for the Western District of Washington (Case No. 2:09-cv-01642-MJP). The lawsuit alleges that certain of our products and/or services infringe U.S. Patent No. 7,149,625, and that we induce infringement and contribute to the infringement of U.S. Patent No. 7,149,625 by others. According to the patent, the invention generally relates to a system and method for providing navigation and automated guidance to a mobile user. The complaint seeks unspecified monetary damages, fees and expenses and injunctive relief against us. On November 27, 2009, WRE-Hol served the complaint on us. On January 25, 2010, we answered the WRE-Hol complaint asserting that the patent-in-suit is not infringed and is invalid and unenforceable. On March 11, 2010, WRE-Hol amended its complaint to add a new defendant, and we subsequently answered, repeating our assertions that the patent-in-suit is not infringed and is invalid and unenforceable. On April 27, 2010, we filed a reexamination request for all of the claims of the asserted patent before the U.S. Patent and Trademark Office. On April 29, 2010, we filed a motion to stay the litigation pending the reexamination. On May 3, 2010, WRE-Hol filed a motion for leave to amend the complaint against us, seeking to add claims for misappropriation of trade secrets against us and our founders, Y.C. Chao, H.P. Jin and Robert Rennard. WRE-Hol's motion for leave to amend also seeks to add a breach of contract claim against us and a claim for wrongful inventorship involving two of our patents, requesting a declaratory judgment that a WRE-Hol inventor be named as an inventor on these patents. On July 19, 2010, the U.S. Patent and Trademark Office issued an order granting inter partes reexamination of all 51 claims of the WRE-Hol '625 patent. On July 23, 2010, the district court issued an order granting WRE-Hol's motion for leave to amend its complaint, but at the same time stayed the entire litigation pending completion of the reexamination. The stay of the litigation extends to the new claims the court allowed. On September 13, 2010, the U.S. Patent and Trademark Office rejected 44 of the 51 WRE-Hol patent claims in a non-final first office action and confirmed seven of the 51 claims. Due to the preliminary status of the lawsuit and uncertainties related to litigation, we are unable to evaluate the likelihood of either a favorable or unfavorable outcome. We cannot currently estimate a range of any possible losses we may experience in connection with this case. Accordingly, we are unable at this time to estimate the effects of this lawsuit on our financial condition, results of operations, or cash flows.

On December 31, 2009, Vehicle IP, LLC filed a complaint against us in the U.S. District Court for the District of Delaware (Case No. 1:09-cv-01007-JJF). The lawsuit alleges that certain of our navigation services, including our GPS Navigator, infringe U.S. Patent No. 5,987,377, and that we induce infringement and contribute to the infringement of U.S. Patent No. 5,987,377 by others. According to the patent, the invention generally relates to a navigation system that determines an expected time of arrival. The complaint seeks unspecified monetary damages, fees and expenses and

TELENAV, INC.

Notes to Condensed Consolidated Financial Statements—(Continued)

injunctive relief against us. On March 11, 2010, we answered the complaint, asserting that the patent-in-suit is not infringed and is invalid. Vehicle IP denied these counterclaims and requested that they be dismissed. Verizon Wireless was named as a co-defendant in the Vehicle IP litigation based on the VZ Navigator product and has demanded that we indemnify and defend Verizon against Vehicle IP. AT&T Mobility was also named as a co-defendant in the Vehicle IP litigation based on the AT&T Navigator product. AT&T Mobility has tendered the defense of the litigation to us and we are defending the case on behalf of AT&T Mobility. The court has not yet ordered a scheduling conference for the litigation. Due to the preliminary status of the lawsuit and uncertainties related to litigation, we are unable to evaluate the likelihood of either a favorable or unfavorable outcome. Accordingly, we are unable at this time to estimate the effects of this lawsuit on our financial condition, results of operations, or cash flows.

On April 30, 2010, Traffic Information, LLC filed a complaint against us in the U.S. District Court for the Eastern District of Texas (Case No. 2:10-cv-00145-TJW). The lawsuit alleges that certain of our products and/or services infringe U.S. Patent No. 6,785,606, and that we induce infringement and contribute to the infringement of U.S. Patent No. 6,785,606 by others. According to the patent, the invention generally relates to a system for providing traffic information to a plurality of mobile users connected to a network. The complaint seeks unspecified monetary damages, fees and expenses and injunctive relief against us. On May 28, 2010, Traffic Information, LLC filed an amended complaint, adding a new claim that certain of our products and/or services infringe U.S. Patent No. 6,466,862, and that we induce infringement and contribute to the infringement of U.S. Patent No. 6,466,862 by others. According to the patent, the invention generally relates to a system for providing traffic information to a plurality of mobile users connected to a network. The amended complaint seeks unspecified monetary damages, fees and expenses and injunctive relief against us. Due to the preliminary status of the lawsuit and uncertainties related to litigation, we are unable to evaluate the likelihood of either a favorable or unfavorable outcome. We cannot currently estimate a range of any possible losses we may experience in connection with this case. Accordingly, we are unable at this time to estimate the effects of this lawsuit on our financial condition, results of operations or cash flows.

On September 2, 2010, a purported stockholder class action lawsuit was filed by David Smith in the United States District Court for the Northern District of California (Case No. 3:10-CV-03942-SC) against us, certain of our officers and directors, and certain of our underwriters for our May 13, 2010 initial public offering. The complaint purports to be brought on behalf of all persons who acquired shares of our common stock pursuant to our May 13, 2010 initial public offering, traceable to our Form S-1/A Registration Statement and Prospectus filed with the SEC on May 13, 2010. The complaint alleges that we, certain of our officers and directors, and certain of our underwriters for the initial public offering violated the Securities Act of 1933, as amended, or the Securities Act, by issuing the Registration Statement and Prospectus, which the plaintiff alleges contained material misstatements and omissions in violation of Sections 11 and 15 of the Securities Act. Specifically, the complaint alleges that we failed to disclose in our May 13, 2010 Registration Statement and Prospectus that we would soon be renegotiating our current contract with Sprint, our largest customer, which would result in our revenue being reduced. The complaint seeks class certification, compensatory damages, attorneys' fees and costs, rescission or a rescissory measure of damages, equitable and/or injunctive relief, and such other relief as the court may deem proper. David Smith and his attorneys have filed a motion for appointment as lead plaintiff and lead counsel, which will be heard on December 17, 2010. No other such motions have been filed. We deny the plaintiff's allegations and believe that our defenses to this action have merit. We intend to vigorously defend against this action and file a motion to dismiss the complaint. Due to the preliminary status of the lawsuit and uncertainties related to litigation, we are unable to evaluate the likelihood of either a favorable or unfavorable outcome. We cannot currently estimate a range of any possible losses we may experience in connection with this case. Accordingly, we are unable at this time to estimate the effects of this lawsuit on our financial condition, results of operations or cash flows.

In addition, we have received, and expect to continue to receive, demands for indemnification from our wireless carrier partners, which demands can be very expensive to settle or defend, and we have in the past offered to contribute to settlement amounts and incurred legal fees in connection with certain of these indemnity demands. A number of these indemnity demands, including demands relating to pending litigation, remain outstanding and unresolved as of the date of this Form 10-Q. Furthermore, in response to these demands we may be required to assume control of and bear all costs associated with the defense of our wireless carrier partners in compliance with our contractual commitments. We are not a party to the following cases; however our wireless carrier partners have requested that we indemnify them in connection with such cases:

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In 2008, Alltel, AT&T, Sprint and T-Mobile, each demanded that we indemnify and defend them against a lawsuit brought by Emsat Advanced Geo-Location Technology LLC and Location Based Services LLC, or collectively, Emsat, in the Northern District of Ohio (Case Nos. 4:08-cv-822, 4:08-cv-821, 4:08-cv-817, 4:08-cv-818) alleging that the wireless carriers infringe U.S. Patent Nos. 5,946,611, 6,324,404, 6,847,822 and 7,289,763 in connection with the delivery of wireless telephone services and seeking unspecified damages. The Emsat entities are patent holding companies. In May 2009, several of the cases were stayed pending proceedings relating to a request for reexamination of all the patents at issue in the litigation. In June 2009, the U.S. Patent and Trademark Office denied the requests for reexamination as it relates to all of the patent claims asserted in the lawsuits. Subsequently, the defendants in certain of the cases filed requests for reexamination of U.S. Patent No. 6,847,822 and indicated that they would do the same with respect to U.S. Patent No. 7,289,763. On December 22, 2009, the U.S. Patent and Trademark Office granted the request for reexamination of 17 claims of U.S. Patent No. 6,847,822. On March 16, 2010, the U.S. Patent and Trademark Office confirmed two of the 17 claims and rejected the other 15 claims. On August 18, 2010, a third-party requestor filed an ex parte request for reexamination of U.S. Patent No. 6,324,404. That request is pending before the U.S. Patent and Trademark Office. In the Sprint and Alltel cases, the court has not yet lifted the stay, and denied the plaintiff's motion to vacate the stay on August 20, 2010. In the T-Mobile and AT&T cases, the parties voluntarily vacated the stay and a trial status conference with the court was held on September 24, 2009. A claim construction hearing was held on May 10, 2010 and the court issued its claim construction ruling on August 23, 2010. T-Mobile and AT&T also filed a motion for partial summary judgment on the invalidity of some asserted claims of the patents-in-suit. On August 23, 2010, the court denied the partial summary judgment motion. Google joined as an intervenor in the T-Mobile case because T-Mobile also sought indemnification from Google. In the T-Mobile case, T-Mobile filed a motion for reconsideration of the Court's denial of the partial summary judgment motion on September 20, 2010, and Google filed a motion for partial reconsideration of claim construction on the same day. The motions are still pending. In the AT&T case, Emsat amended the complaint to allege a breach of contract claim and AT&T denied the allegation in its answer. The AT&T case was consolidated with EMSAT Advanced Geo-Location Technology, LLC et al v. Tracfone Wireless, Inc. (Case No. 5:10-CV-00245). As of the date of this Form 10-Q, we and the wireless carriers have not determined whether, and to what extent, we will provide indemnification regarding the litigation. We cannot reasonably estimate whether and to what extent we would indemnify our wireless carrier partners or the potential losses they and we may experience in connection with such litigation.

In March and May 2009, AT&T and Sprint demanded that we indemnify and defend them against a lawsuit brought by Tendler Cellular of Texas LLC in the Eastern District of Texas (Case No. 6:09-cv-0115) alleging that the wireless carriers infringe U.S. Patent No. 7,447,508 in connection with the delivery of certain LBS as part of their wireless telephone services and seeking unspecified damages. Tendler Cellular of Texas is a patent holding company. In May 2009, AT&T responded to the allegations, filing an answer that the patent-in-suit is not infringed, is invalid and unenforceable. In June 2009, Sprint did the same. In June 2010, AT&T settled its claims with Tendler and we came to an agreement with AT&T as to the extent of our contribution towards AT&T's settlement. In July 2010, Sprint settled its claims with Tendler. We have resolved the amount of our contribution towards Sprint's settlement amount with Sprint, but we continue to discuss some ancillary issues with Sprint to bring this matter to a close. These settlement amounts were accrued in our consolidated financial statements as of June 30, 2010.

In February 2010, Sprint demanded that we indemnify and defend it against a lawsuit brought by Alfred P. Levine, an individual, in the Eastern District of Texas (Case No. 2:09-cv-00372) alleging that Sprint and Samsung infringe U.S. Patent Nos. 6,243,030 and 6,140,943 in connection with providing wireless navigation systems, products and services. In March 2010, Sprint responded to the allegations, filing an answer that the patents-in-suit are not infringed, are invalid and unenforceable. Alfred Levine subsequently denied these counterclaims and requested that they be dismissed. At an initial scheduling conference held on August 30, 2010, the court set a claim construction hearing date of December 21, 2011 and a trial date of May 7, 2012. We agreed to indemnify and defend Sprint against the lawsuit, with certain

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Notes to Condensed Consolidated Financial Statements—(Continued)

limitations, and we are presently negotiating the scope of our indemnification obligations with Sprint. We cannot reasonably estimate to what extent we will indemnify Sprint or the potential losses it and we may experience in connection with such litigation. On October 28, 2010, Levine filed an amended complaint, adding groups of defendants from AT&T, T-Mobile, Verizon, HTC, Intermec, Kyocera, LG Electronics, Motorola, Palm, and Research In Motion, bringing the Levine matter to a total of twelve defendant groups. It is presently unknown what effect the amended complaint will have, if any, on the schedule in the Levine litigation.

While we presently believe that the ultimate outcome of these proceedings, individually and in the aggregate, will not materially harm our financial position, cash flows or overall trends in results of operations, legal proceedings are subject to inherent uncertainties and unfavorable rulings could occur. Were unfavorable final outcomes to occur, there exists the possibility of a material adverse impact on our business, financial position, cash flows or overall trends in results of operations.

6. Guarantees and indemnifications

Our agreements with our wireless carrier partners that offer our LBS generally include certain provisions for indemnifying them against liabilities if our LBS infringe a third party's intellectual property rights or for other specified matters. We have in the past received indemnification requests or notices of their intent to seek indemnification in the future from our wireless carrier partners with respect to specific litigation claims in which our wireless carrier partners have been named as defendants. To date, we have not incurred material costs and do not have material liabilities related to such obligations recorded in our consolidated financial statements.

We have agreed to indemnify our directors, officers and certain other employees for certain events or occurrences, subject to certain limits, while such persons are or were serving at our request in such capacity. We may terminate the indemnification agreements with these persons upon the termination of their services with us, but termination will not affect claims for indemnification related to events occurring prior to the effective date of termination. The maximum amount of potential future indemnification is unlimited. We have a directors and officers insurance policy that limits our potential exposure. We believe the fair value of these indemnification agreements is minimal. We had not recorded any liabilities for these agreements as of September 30, 2010 and June 30, 2010.

7. Stock-based compensation

Under our 1999 Stock Option Plan, 2002 Executive Stock Option Plan and 2009 Equity Incentive Plan, eligible employees, directors, and consultants are able to participate in our future performance through awards of nonqualified stock options, incentive stock options and restricted stock units through the receipt of such awards as authorized by our board of directors. Incentive stock options may be granted only to employees to purchase our common stock at prices equal to or greater than the fair market value on the date of grant. Nonqualified stock options to purchase our common stock may be granted at prices not less than 85% of the fair market value on the date of grant. Options generally vest monthly over a four-year period beginning from the date of grant and generally expire 10 years from the date of grant. Prior to our initial public offering, we granted options outside of our stock option plans with terms substantially similar to the terms of options granted under our plans.

TELENAV, INC.

Notes to Condensed Consolidated Financial Statements—(Continued)

Stock option activity for the three months ended September 30, 2010 was as follows (in thousands):

	Number of Shares
Options outstanding as of June 30, 2010	5,863
Granted	796
Exercised	(15)
Cancelled	(163)
Options outstanding as of September 30, 2010	<u>6,481</u>

Information regarding stock options outstanding at September 30, 2010 is summarized below:

	Number of Shares (thousands)	Weighted Average Exercise Price	Weighted Average Remaining Contractual Life (years)	Aggregate Intrinsic Value (thousands)
Options outstanding	6,481	\$ 3.63	7.03	\$ 15,611
Options vested and expected to vest	6,290	\$ 3.53	6.96	\$ 15,577
Options exercisable	3,725	\$ 1.50	5.61	\$ 14,496

During the three months ended September 30, 2010, we granted restricted stock units totaling 32,000 shares, which vest over 3 years. As of September 30, 2010, restricted stock units outstanding totaled 32,000 shares with a weighted average remaining contractual life of 1.80 years and an aggregate intrinsic value of \$169,000. Restricted stock units vested and expected to vest totaled 28,771 shares with a weighted average remaining contractual life of 1.80 years and an aggregate intrinsic value of \$152,000.

As of September 30, 2010 and June 30, 2010, there were a total of approximately 1,961,000 and 2,627,000 shares available for grant under our stock option and equity incentive plans.

The following table summarizes the stock-based compensation expense recorded for stock options and restricted stock units issued to employees and nonemployees (in thousands):

	Three Months Ended September 30,	
	2010	2009
Cost of revenue	\$ 25	\$ 3
Research and development	493	157
Selling and marketing	151	77
General and administrative	183	78
Total stock-based compensation expense	<u>\$ 852</u>	<u>\$ 315</u>

TELENAV, INC.

Notes to Condensed Consolidated Financial Statements—(Continued)

From December 2006 until our initial public offering, we generally obtained contemporaneous valuation analyses prepared by an unrelated third party valuation firm in order to assist us in determining the fair market value of our common stock. Our most recent contemporaneous valuation report was as of December 31, 2009. Prior to the completion of our initial public offering, our board of directors has considered these reports when determining the fair market value of our common stock and related exercise prices of option awards on the date such awards were granted. We have also used these contemporaneous third party valuations for purposes of determining the Black-Scholes fair value of our stock option awards and related stock-based compensation expense.

We use the Black-Scholes pricing model to determine the fair value of stock options. The determination of the fair value of stock-based payment awards on the date of grant is affected by the stock price as well as assumptions regarding a number of complex and subjective variables. These variables include expected stock price volatility over the term of the awards, actual and projected employee stock option exercise behaviors, risk-free interest rates and expected dividends. Because we were a private entity with no historical data regarding the volatility of our common stock until our initial public offering and we do not yet have sufficient historical public market trading data, the expected volatility used is based on the historical volatility of various comparable companies. In evaluating similarity, we considered factors such as industry, stage of life cycle, revenue and size. The weighted average assumptions used to value option grants during the three months ended September 30, 2010 and 2009 were as follows:

	Three Months Ended	
	September 30,	
	2010	2009
Expected volatility	55%	75%
Expected term (in years)	4.50	4.88
Risk-free interest rate	1.33%	2.40%
Dividend yield	—	—

8. Income taxes

The effective tax rate for the periods presented is the result of the mix of income earned in various tax jurisdictions that apply a broad range of income tax rates. Our provision for income taxes is higher than the tax computed at the U.S. federal statutory income tax rate due primarily to state taxes and stock-based compensation, partially offset by the deduction for Domestic Production Activities. Our effective tax rate was 41% and 42% for the three months ended September 30, 2010 and 2009, respectively.

We record liabilities related to uncertain tax positions in accordance with authoritative guidance on accounting for uncertainty in income taxes. As of September 30, 2010 and June 30, 2010, our cumulative unrecognized tax benefits were \$3.3 million and \$2.9 million, respectively. Included in the balance of unrecognized tax benefits at September 30, 2010 is \$2.7 million that, if recognized, would affect the effective tax rate. We do not believe that the unrecognized tax benefits will materially change in the next 12 months.

We file income tax returns with the U.S. Internal Revenue Service, or IRS, California and various state and foreign tax jurisdictions in which we have subsidiaries. Fiscal 2000 through 2010 remain open to examination by U.S. and state tax authorities, and fiscal 2005 through 2010 remain open to examination by the foreign tax authorities. The IRS commenced an examination of our U.S. federal income tax returns for fiscal 2008 and 2009 during fiscal 2010. As of September 30, 2010, the IRS has not formally proposed any significant adjustments to our tax positions. Management periodically evaluates the status of the audit, including any proposed adjustments to determine if it is in agreement. We do not expect that the results of this examination will have a material effect on our financial condition or results of operations.

9. Subsequent events

On November 15, 2010, we announced that our Board of Directors authorized a new program for the repurchase of up to \$20 million of our shares of common stock through open market purchases pursuant to Rule 10b-18 of the Exchange Act. The timing and amount of repurchase transactions under this program will depend on market conditions and other considerations.

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations.

The following discussion and analysis should be read together with our condensed consolidated financial statements and the notes to those statements included elsewhere in this Form 10-Q. This Form 10-Q contains forward-looking statements that are based on our management's beliefs and assumptions and on information currently available to our management. The forward-looking statements are contained principally in the sections entitled "Risk Factors" and this Management's Discussion and Analysis of Financial Condition and Results of Operations. Forward-looking statements include information concerning our possible or assumed future results of operations, business strategies, financing plans, competitive position, industry environment, potential growth opportunities and the effects of competition. Forward-looking statements include statements that are not historical facts and can be identified by terms such as "anticipates," "believes," "could," "seeks," "estimates," "expects," "intends," "may," "plans," "potential," "predicts," "projects," "should," "will," "would" or similar expressions and the negatives of those terms.

Forward-looking statements involve known and unknown risks, uncertainties and other factors that may cause our actual results, performance or achievements to be materially different from any future results, performance or achievements expressed or implied by the forward-looking statements. We discuss these risks in greater detail in "Risk factors" and elsewhere in this Form 10-Q. Given these uncertainties, you should not place undue reliance on these forward-looking statements. Also, forward-looking statements represent our management's beliefs and assumptions only as of the date of this Form 10-Q.

Except as required by law, we assume no obligation to update these forward-looking statements, or to update the reasons actual results could differ materially from those anticipated in these forward-looking statements, even if new information becomes available in the future. You should read this Form 10-Q completely and with the understanding that our actual future results may be materially different from what we expect.

In this Form 10-Q, "we," "us" and "our" refer to TeleNav, Inc. and its subsidiaries. We operate on a fiscal year ending June 30 and refer to the fiscal year ended June 30, 2010 as "fiscal 2010" and the fiscal year ending June 30, 2011 as "fiscal 2011."

Overview

We are a leading provider of location based services, or LBS, including voice guided navigation, on mobile phones. Our LBS solutions provide consumers and enterprises with convenient and easy to use location specific, real time and personalized features and functions. By using an integral tool of their daily lives, their mobile phone, our end users can access our LBS almost anytime and anywhere to efficiently navigate to their destinations and easily obtain relevant local information. Through our hosted service delivery model, we provide our solutions through the networks of leading wireless carriers in the United States, including Sprint Nextel Corporation, or Sprint, and AT&T Inc., or AT&T, as well as through certain carriers in other countries. Our flexible and proprietary LBS platform enables us to efficiently provide our LBS to millions of end users, across more than 500 types of mobile phones, all major mobile phone operating systems and a broad range of wireless network protocols. In the three months ended September 30, 2010, we had a monthly average of 17.7 million paying end users.

We primarily derive our revenue from our partnerships with wireless carriers who sell our LBS to their subscribers either as a stand alone service or in a bundle with other applications. End users are generally billed for our services through their wireless carrier. We receive revenue from our wireless carrier partners in three ways: (1) a monthly subscription fee per end user, (2) commencing during the three months ended September 30, 2011, a fixed annual fee for any number of subscribers (up to specified thresholds) receiving our services as part of bundles with other voice and data services or (3) a revenue sharing arrangement that may include a minimum fee per end user. Our wireless carrier partners may offer our services on a stand alone basis or bundled with other voice and data services. In the future, our revenue models may vary as we expand our product offerings, including fee arrangements for certain automotive navigation applications and advertising supported programs. We and our wireless carrier partners may offer subscribers a 30-day free trial for our service. We believe that the wireless carrier billing makes our services more appealing to consumers and enterprises as they are not required to pay a separate monthly charge to a different vendor. For a small minority of end users who purchase our LBS through our website or in application stores, we bill their credit cards directly on a monthly basis.

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In September 2010, we and our largest customer, Sprint, entered into an amendment to our agreement that will result in us receiving a fixed annual fee from Sprint for their bundled service subscribers' use of our navigation services in which the annual fee is not dependent upon the number of subscribers participating in those bundles until such time as a specified threshold is reached. This amendment affected our results of operations beginning in the three months ended September 30, 2010. Over time, we anticipate that our amended agreement with Sprint will result in further declines in average revenue per user, or ARPU, due to anticipated increases in the number of Sprint bundle subscribers with access to our services and the significant reduction in revenue from Sprint for bundled basic navigation services compared to the quarter ending June 30, 2010. Although we are entitled to receive a greater share of revenue from enterprise LBS, mobile commerce and premium navigation services than we were previously, we may not be able to realize these benefits in the short term or at all. We cannot predict the ultimate financial impact of our amended agreement with Sprint. As a result of this amendment to our agreement with Sprint, we believe that future ARPU and average monthly paying end users may not be comparable to earlier periods or be a meaningful indicator of our financial performance.

In September 2010, we also amended our agreement with Tele Atlas North America, Inc., or Tele Atlas, to change the fee structure for map and points of interest, or POI, data we provide as part of our navigation services in Sprint's bundled offerings. The material impact of the amendment is to align the manner in which we pay fees to Tele Atlas with the manner in which we receive revenue from Sprint. Pursuant to the amended agreement, we will pay Tele Atlas a percentage of fees we collect from Sprint for basic navigation services and our gross advertising and mobile commerce revenue, as well as a flat monthly fee per subscriber for premium navigation services. We also agreed to certain guaranteed minimum payments to Tele Atlas for such services. These amendments affected our results of operations during the three months ended September 30, 2010. Although we have taken action to increase the predictability of certain of our third party map and POI data costs for services that we provide on an annual fixed fee basis that are not dependent on the number of subscribers, we may not have adequately aligned our fee structure for map and POI data with revenue from Sprint's bundled offerings, and may not be successful in reducing the impact of the recent Sprint amendment on our gross margin.

Key components of our results of operations

Sources of revenue

We primarily derive our revenue from our wireless carrier partners for their customers' subscriptions to our LBS, as well as from activation fees for certain of our services. We receive revenue from our wireless carrier partners in three ways: (1) a monthly subscription fee per end user, (2) commencing during the three months ended September 30, 2010, a fixed annual fee for any number of subscribers (up to specified thresholds) receiving our services as part of bundles with other voice and data services or (3) a revenue sharing arrangement that may include a minimum fee per end user. Certain of our contracts provide our wireless carrier partners with discounts based on the number of end users paying for our services in a given month. In general, our wireless carrier partners pay us a lower monthly fee per end user if an end user subscribes to our LBS as part of a bundle of mobile data or voice services than if an end user subscribes to our LBS on a stand alone basis. In the future, we may have other revenue models, including fees for certain automotive navigation applications or advertising supported arrangements, or free basic versions of our services that allow for upgrades to more premium versions for a fee.

Our wireless carrier partners are responsible for billing and collecting the fees they charge their subscribers for the right to use our LBS. When we are paid on a revenue sharing basis with our wireless carrier partners, the amount we receive varies depending on several factors including the revenue share rate negotiated with the wireless carrier partner, the price charged to the subscriber by the wireless carrier partner, the specific sales channel of the wireless carrier partner in which the service is offered and the features and capability of the service. As a result, the amount we receive for any subscriber may vary considerably, and is subject to change over time.

In addition, the amount we are paid per end user may also vary depending upon the metric used to determine the amount of the payment, including the number of end users at any time during a month, the average monthly paying end users, the number and timing of end user billing cycles and end user activity. Although our wireless carrier partners generally have sole discretion about how to price our LBS to their subscribers, our revenue sharing arrangements generally include monthly minimum fees per end user. To a much lesser extent, we also sell our services directly to consumers through our website and through application stores.

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Subscription fees from our wireless carrier partners represented substantially all of our revenue in the three months ended September 30, 2010 and 2009. Sprint and AT&T represented 51% and 36% of our revenue, respectively, in the three months ended September 30, 2010, and 55% and 34% of our revenue, respectively, in the three months ended September 30, 2009. Subscription fees from our GPS Navigator service represented 94% and 93% of our revenue in the three months ended September 30, 2010 and 2009, respectively. Revenue from our enterprise LBS (sometimes referred to as mobile resource management, or MRM), in-dash navigation, and mobile advertising and commerce represented less than 7% of our revenue in each of these periods. In absolute dollars, revenue from our non-GPS Navigator services, which include enterprise LBS, increased in the three months ended September 30, 2010 compared to the three months ended September 30, 2009. GPS Navigator is our flagship voice guided real time, turn by turn, mobile navigation service. Our enterprise LBS solutions allow enterprises to monitor and manage mobile workforces and assets by using our LBS platform to track job status and the location of workers, field assets and equipment. We are developing other LBS solutions with new business models and distribution channels in our current LBS market and adjacent markets. These solutions include in-dash navigation services, location based mobile advertising, and commerce and social networking services. While we have already introduced certain components or initial versions of several of these LBS solutions, the scope and timing of broader and more commercially viable offerings is uncertain. The ultimate scope and timing of any future releases are dependent on many factors including adoption by wireless carrier partners and automotive suppliers of the LBS solutions; end user adoption and preferences; the quality, features and timing of our product offerings; the impact of competition; and market acceptance of mobile advertising and social networking. We believe our cash and cash equivalents and anticipated cash flows from operations will be sufficient to cover the costs of these development efforts.

In the three months ended September 30, 2010, we generated 97% of our revenue in the United States. In absolute dollars, revenue from our international operations increased in the three months ended September 30, 2010 compared to the three months ended September 30, 2009. We are pursuing expansion opportunities with our wireless carriers in other countries and therefore expect international revenue to increase in absolute dollars over the longer term.

Cost of revenue

Our cost of revenue consists primarily of the cost of the third party content, such as map, POI, traffic, gas price and weather data and voice recognition technology that we use in providing our LBS. Our cost of revenue also includes expenses associated with data center operations, customer support, the amortization of capitalized software and stock-based compensation. The largest component of our cost of revenue is the fees we pay to providers of map and POI data, Tele Atlas and Navigation Technologies Corporation, or NAVTEQ. We have long term agreements with Tele Atlas and NAVTEQ pursuant to which we pay royalties according to a variety of different fee schedules, including on a per use basis, on a per end user per month basis and commencing in fiscal 2011, on a fixed fee basis for certain navigation offerings.

We primarily provide customer support through a third party provider to whom we provide training and assistance with problem resolution. We use three outsourced, hosted data centers to provide our services and industry standard hardware to provide our LBS. We generally offer to our wireless carrier partners and generally maintain at least 99.9% uptime every month, excluding designated periods of maintenance. Our internal targets for service uptime are even higher. We have in the past, and may in the future, not achieve our targets for service availability and may incur penalties for failure to meet contractual service availability requirements, including loss of a portion of subscriber fees for the month or termination of our wireless carrier partner agreement. We expect that our cost of revenue will increase in both absolute dollars and as a percentage of revenue as the number of our end users increases, including those through bundled offerings, average use of our services by end users increases and from additional operating costs and depreciation associated with our planned data center capacity increases, as well as increased amortization of capitalized software development costs.

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Operating expenses

We classify our operating expenses into three categories: research and development, sales and marketing and general and administrative. Our operating expenses consist primarily of personnel costs, which include salaries, bonuses, payroll taxes, employee benefit costs and stock-based compensation expense. Other expenses include marketing program costs, facilities, legal, audit and tax consulting and other professional service fees. We allocate stock-based compensation expense resulting from the amortization of the fair value of options granted, based on the department in which the option holder works. We allocate overhead, such as rent and depreciation, to each expense category based on headcount. Our operating expenses have increased in absolute dollars from fiscal 2008 to fiscal 2010 and we expect them to continue to increase in fiscal 2011 as we continue to build our infrastructure and add employees across all categories to support our growth, develop new services and products, and expand into international markets.

Research and development. Research and development expenses consist primarily of personnel costs for our development employees and use of outside consultants. We have focused our research and development efforts on improving the ease of use and functionality of our existing services, as well as developing new service and product offerings in our existing markets and in new markets. The majority of our research and development employees are located in our development centers in China and, as a result, a substantial portion of our research and development expense is subject to changes in foreign exchange rates, notably the Chinese renminbi, or RMB.

Sales and marketing. Sales and marketing expenses consist primarily of personnel costs for our sales and marketing staff, commissions earned by our sales personnel and the cost of marketing programs and advertising. As we primarily rely on our wireless carrier partners to market and promote our services to their subscribers, our sales and marketing expenses consist primarily of the cost of supporting our wireless carrier partners and attracting new wireless carrier partners to offer our LBS. We cooperate with our wireless carrier partners in marketing our LBS solutions to their subscribers by preparing marketing materials and working with them on promotional campaigns. We also promote our service offerings through a variety of other programs and online advertisements.

General and administrative. General and administrative expenses consist primarily of personnel costs for our executive, finance, legal, human resources and administrative personnel, consultants, legal, audit and tax consulting and other professional fees and corporate expenses.

Other income (expense), net. Other income (expense), net consists of interest we earn on our cash and cash equivalents and short-term investments, and the expense resulting from the change in fair value of our outstanding Series E preferred stock warrants. We classified these warrants as liabilities on our balance sheets and recorded changes in their fair value from period to period in other income (expense), net on our consolidated statements of income. As of December 31, 2009, all remaining outstanding Series E preferred stock warrants had been exercised and the warrant liability was reclassified to preferred stock. The preferred shares converted to common stock upon the closing of our initial public offering and were reclassified as common stock and additional paid in capital.

Provision for income taxes. Our provision for income taxes primarily consists of corporate income taxes related to profits earned from our LBS in the United States. We expect our income tax expense for fiscal 2011 to be approximately 41% of pretax income because of the concentration of earnings in the United States. Our effective tax rate could be reduced if our international revenue substantially increases as a percentage of revenue, due to the lower corporate tax rates available in certain countries outside the United States and the availability of net operating loss carryforwards in those countries.

Critical accounting policies and estimates

We prepare our consolidated financial statements in accordance with accounting principles generally accepted in the United States, or GAAP. In many cases, the accounting treatment of a particular transaction is specifically dictated by GAAP and does not require our judgment in its application. In other cases, our judgment is required in selecting among available alternative accounting policies that allow different accounting treatment for similar transactions. The preparation of consolidated financial statements also requires us to make estimates and assumptions that affect the reported amounts of assets, liabilities, revenue, costs and expenses and related disclosures. We base our estimates on historical experience and various other assumptions that we believe are reasonable under the circumstances. In many

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instances, we could reasonably use different accounting estimates, and in some instances changes in the accounting estimates are reasonably likely to occur from period to period. Accordingly, actual results could differ significantly from the estimates made by our management. To the extent that there are differences between our estimates and actual results, our future financial statement presentation, financial condition, results of operations and cash flows will be affected.

With the exception of revenue recognition discussed below, there have been no material changes in our critical accounting policies and estimates during the three months ended September 30, 2010 as compared to the critical accounting policies and estimates disclosed in Part II, Item 7 of our Annual Report on Form 10-K for the year ended June 30, 2010.

Revenue recognition. We primarily derive our revenue from subscriptions to access our LBS, which are generally provided through our wireless carrier partners that offer our services to their subscribers. Our revenue is primarily comprised of (1) a monthly subscription fee per end user, (2) commencing during the three months ended September 30, 2010, a fixed annual fee for any number of subscribers (up to specified thresholds) receiving our services as part of bundles with other voice and data services or (3) a revenue sharing arrangement that may include a minimum fee per end user. We recognize revenue when persuasive evidence of an arrangement exists, delivery of those services has occurred, the fee is fixed or determinable and collectability is reasonably assured.

We recognize monthly fees related to our services in the month we provide the services. We defer amounts received in advance of the service being provided and recognize the deferred amounts when the monthly service has been provided. We recognize revenue for fixed annual fees for any number of subscribers receiving our services as part of bundles monthly on a straight-line basis over the term of the agreement. Our agreements do not contain general rights of refund once the service has been provided. We also establish allowances for estimated credits subsequently issued to end users by our wireless carrier partners. We defer activation fees received upon the initiation of certain services and recognize the deferred amounts over the estimated average length of subscription to the service, historically 16 months.

We recognize as revenue the amount our wireless carrier partners report to us as we provide our services, which are net of any revenue sharing or other fees earned and deducted by our wireless carrier partners. We are not the principal provider when selling access to our LBS through our wireless carrier partners as the subscribers directly contract with our wireless carrier partners. In addition, we earn a fixed fee or fixed percentage of fees charged by our wireless carrier partners and our wireless carrier partners have the sole ability to set the price charged to their subscribers for our service. Our wireless carrier partners have direct responsibility for billing and collecting those fees from their subscribers and we and our wireless carrier partners may offer subscribers a 30-day free trial for our service.

In certain instances, due to the nature and timing of monthly revenue and subscriber reporting from our wireless carrier partners, we may be required to make estimates of the amount of LBS revenue to recognize from a wireless carrier partner for the current period. For example, several of our wireless carrier partners do not provide us with sufficient monthly individual subscriber billing period details to allow us to compute the allocation of monthly service fees to the individual end user's service period, and in such cases we make estimates of any required service period revenue cutoff. In addition, if we fail to receive an accurate revenue report from a wireless carrier partner for the month, we will need to estimate the amount of revenue that should be recorded for that month. These estimates may require judgment, and we consider certain factors and information in making these estimates such as:

- subscriber data supplied by our wireless carrier partners;
- wireless carrier partner specific historical subscription and revenue reporting trends;
- end user subscription data from our internal systems; and
- data from comparable distribution channels of our other wireless carrier partners.

If we are unable to reasonably estimate recognizable revenue from a wireless carrier partner for a given period, we defer recognition of revenue to the period in which we receive and validate the wireless carrier partner's revenue report and all of our revenue recognition criteria have been met. If we have recorded an estimated revenue amount, we record any difference between the estimated revenue and actual revenue in the period when we receive the final revenue reports from our wireless carrier partner, which typically occurs within the following month.

In addition to our LBS, we offer mobile phone accessories and other related hardware products through our website. We recognize revenue related to these products upon delivery, assuming all other revenue recognition criteria have been met. Revenue from mobile phone accessories and other related hardware products represented less than 1% of our revenue for the three months ended September 30, 2010 and 2009, and we anticipate that this revenue will remain immaterial for fiscal 2011.

Results of operations

The following tables set forth our results of operations for the three months ended September 30, 2010 and 2009, as well as a percentage that each line item represents of our revenue for those periods. The additional key metrics presented are used in addition to the financial measures reflected in the consolidated statements of income data to help us evaluate growth trends, establish budgets and measure the effectiveness of our sales and marketing efforts. The period to period comparison of financial results is not necessarily indicative of financial results to be achieved in future periods.

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<u>Consolidated Statements of Income Data</u>	<u>Three Months Ended September 30,</u>	
	<u>2010</u>	<u>2009</u>
	(in thousands)	
Revenue	\$ 51,100	\$ 36,048
Cost of revenue	8,852	7,067
Gross profit	42,248	28,981
Operating expenses:		
Research and development	13,027	7,912
Sales and marketing	4,726	3,914
General and administrative	3,746	2,559
Total operating expenses	21,499	14,385
Income from operations	20,749	14,596
Other income (expense), net	197	(522)
Income before provision for income taxes	20,946	14,074
Provision for income taxes	8,588	5,953
Net income	<u>\$ 12,358</u>	<u>\$ 8,121</u>

	<u>Three Months Ended September 30,</u>	
	<u>2010</u>	<u>2009</u>
	(as a percentage of revenue)	
Revenue	100%	100%
Cost of revenue	17	20
Gross profit	83	80
Operating expenses:		
Research and development	25	22
Sales and marketing	9	11
General and administrative	8	7
Total operating expenses	42	40
Income from operations	41	40
Other income (expense), net	—	(1)
Income before provision for income taxes	41	39
Provision for income taxes	17	16
Net income	<u>24%</u>	<u>23%</u>

<u>Additional Key Metrics</u>	<u>Three Months Ended September 30,</u>	
	<u>2010</u>	<u>2009</u>
Average monthly revenue per user (ARPU)	\$ 0.94	\$ 1.10
Average monthly paying end users (in millions)	17.7	10.8

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Comparison of the three months ended September 30, 2010 and 2009

Revenue. Revenue increased 42% to \$51.1 million in the three months ended September 30, 2010 from \$36.0 million in the three months ended September 30, 2009. The increase was due to growth in the average monthly paying end users to 17.7 million in the three months ended September 30, 2010 from 10.8 million in the three months ended September 30, 2009, primarily resulting from the continued adoption of Sprint's Simply Everything and Any Mobile, Anytime plans which include our LBS (Sprint Navigation), as well as an increase in end users of AT&T Navigator and TeleNav GPS Navigator at T-Mobile. Average monthly paying end users for a period is calculated by averaging the number of paying end users for each month in the period, and excludes any users that subscribe under daily plans. Generally, we consider a paying end user to be a wireless carrier subscriber for whom we are paid and for which such subscriber's mobile device has the capability to access our LBS. Average monthly revenue is calculated by dividing revenue for the period associated with paying end users by the number of months in the period. ARPU is calculated by dividing average monthly revenue by average monthly paying end users. Although our end users increased substantially, our ARPU declined 14% to \$0.94 in the three months ended September 30, 2010 from \$1.10 in the three months ended September 30, 2009. This decline in ARPU was due in part to the increasing proportion of end users accessing our services through our wireless carrier partners' white label offerings, for which we receive lower monthly fees per end user when compared to our branded offerings. This decline in ARPU was further impacted by the September 2010 amendment to our agreement with Sprint, whereby we now receive a fixed fee from Sprint to provide our services to subscribers to Sprint's service bundles (up to certain thresholds) and we no longer receive additional revenue for additional Sprint bundle subscribers using our services. We expect the impact of this change to result in a further negative impact on our revenue and ARPU in the three months ending December 31, 2010. We anticipate that as a result of the changes to our agreement with Sprint, ARPU will become a less meaningful indicator of the health of our business.

Growth in revenue and number of end users for the periods presented primarily reflect Sprint's decision to continue to offer and promote certain bundles in which all end users under those plans receive the right to use our LBS without additional charge. Because a substantial majority of our end users are able to access our LBS through bundled offerings, our ARPU has declined; however, the substantial increase in number of end users has resulted in an increase in revenue. In addition, AT&T's decision to provide our GPS Navigator as a white label offering to its end users, for which we are paid a lower monthly fee per end user compared to TeleNav branded offerings, also contributed to the decline in our ARPU. Although the migration of AT&T to a white label offering reduced our ARPU, the number of end users subscribing to our services through AT&T has increased.

As a result of these pricing strategies and the September 2010 amendment to the Sprint agreement as discussed below, ARPU declined by \$0.16 from \$1.10 in the three months ended September 30, 2009 to \$0.94 in the three months ended September 30, 2010; however, the average monthly paying end users of our LBS increased by 65% and our revenue increased 42% during the same period. The impact of this \$0.16 decline in ARPU for our 10.8 million average monthly paying end users during the three months ended September 30, 2009 was a reduction in revenue based on these end users of \$5.0 million for the three months ended September 30, 2010. The impact of this lower ARPU was more than offset by the 6.9 million increase in average monthly paying end users, from 10.8 million for the three months ended September 30, 2009 to 17.7 million for the three months ended September 30, 2010, resulting in a net revenue increase of \$15.1 million for the three months ended September 30, 2010. We believe we would not have achieved the \$15.1 million increase in revenue had we not adopted these pricing strategies.

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Based on the terms of our current contracts, we anticipate that ARPU from our LBS will decline if bundled subscriptions continue to increase. In addition, ARPU may also decrease if the proportion of end users of white label offerings increases or if competition intensifies.

In the three months ended September 30, 2010 and 2009, revenue from Sprint represented 51% and 55% of our revenue, respectively, and revenue from AT&T represented 36% and 34% of our revenue, respectively. No other wireless carrier or other customer represented more than 10% of our revenue in either period.

Effective July 1, 2009, we amended our agreement with Sprint and agreed to receive a reduced monthly fee per end user for a majority of our LBS that are bundled with Sprint services. We also agreed to provide certain activity based discount incentives to Sprint for the remainder of calendar 2009. In return, Sprint agreed to extend our right to be its exclusive provider of Sprint Navigation, agreed not to terminate our agreement without cause prior to December 31, 2010, agreed to increase the share of any future advertising revenue we are entitled to receive and modified certain other terms.

In September 2010, we further amended our agreement with Sprint, which changed the way in which we receive revenue from the majority of the services we provide to Sprint's subscribers. Rather than receiving a fee per subscriber per month, we agreed to receive a guaranteed annual fixed fee from Sprint for navigation applications provided to subscribers in bundles with other Sprint services. The annual fee will change from year to year over the contract period and limits the maximum number of subscribers covered under such fee in a given year. Sprint will generally pay us these annual fees in advance. In return, Sprint agreed that our right to be Sprint's preferred supplier of navigation applications would be broadened and our preferred supplier rights are extended from December 31, 2010 to December 31, 2012. Sprint may terminate our agreement for any reason, beginning June 30, 2012, by providing notice at least 30 business days prior to termination. We and Sprint also agreed that Sprint branded navigation services offered as part of a bundled offering will transition to TeleNav branded navigation services over time. In addition, bundle opportunities are expanded to include Sprint's prepaid subscriber base. We will recognize revenue for the aggregate annual fees monthly on a straight-line basis over the term of the agreement. Our portion of the revenue sharing arrangements for monthly recurring charge navigation subscribers, enterprise LBS subscribers and revenue generated from mobile commerce services was increased under the amendment and will also apply to revenue generated from other premium services we may provide to bundled and other subscribers during the term of the agreement.

Subscription fees from our GPS Navigator service represented 94% and 93% of our revenue in the three months ended September 30, 2010 and 2009, respectively. Activation fees represented less than 1% of our revenue in each of these periods.

We primarily sell our services in the United States. In the three months ended September 30, 2010 and 2009, revenue derived from U.S. sources represented 97% of our revenue.

Cost of revenue. Our cost of revenue increased 25% to \$8.9 million in the three months ended September 30, 2010 from \$7.1 million in the three months ended September 30, 2009. As a percentage of revenue, cost of revenue in the three months ended September 30, 2010 decreased to 17% from 20% in the three months ended September 30, 2009. The substantial majority of our cost of revenue related to costs of third party content and technology that we use in providing our LBS such as map, POI, traffic, gas price and weather data and voice recognition technology. The remaining portion of our cost of revenue included expenses associated with data center operations, customer support, the amortization of capitalized software and stock-based compensation. Cost of revenue increased at a lower rate than the 42% increase in revenue for the comparable period as a result of the use of lower cost content and lower customer support costs per end user resulting from an increased portion of customer support provided by our wireless carrier partners and our greater use of outsourcing. However, these factors were partially offset by the decrease in ARPU. The increase in cost of revenue in absolute dollars was primarily driven by the increase in our number of end users. The majority of the increase in cost of revenue in absolute dollars was due to a 31% increase in customer support costs and, to a lesser extent, from a 10% increase in third party content costs as well as increased costs of data center operations.

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On September 17, 2010, we entered into an amendment to the Tele Atlas agreement, or the Tele Atlas Amendment. The terms of the Tele Atlas Amendment were retroactively effective as of August 1, 2010 and changes the fee structure for map and POI data we use to provide its services for Sprint's bundled offerings. The material impact of the Tele Atlas Amendment is to better align the manner in which we pay fees to Tele Atlas with the manner in which we receive revenue from Sprint. Pursuant to the Tele Atlas Amendment, we will pay Tele Atlas a percentage of the fees earned from Sprint for basic navigation services and gross advertising and mobile commerce revenue and a flat monthly fee per subscriber for premium navigation services. We also will pay Tele Atlas certain guaranteed minimum payments for such services. Previously, we paid Tele Atlas a specific fee per subscriber or a per transaction fee for our Sprint bundled offerings. The expiration of the license period for navigation services provided by Tele Atlas for Sprint's bundled offerings has been changed from July 1, 2014 to the earlier of December 31, 2012 or the date of termination of our agreement with Sprint with respect to those bundled services.

We anticipate these changes to our Tele Atlas agreement will reduce in part the impact on our cost of revenue of the anticipated increase in the number of Sprint bundle subscribers without offsetting increases in revenue. However, we expect that our cost of revenue will increase in both absolute dollars and as a percentage of revenue as the number of our end users increases, average usage of our services by end users increases and from amortization and depreciation expense associated with planned data center capacity increases, as well as increased amortization of capitalized software development costs. In addition, we anticipate that ARPU from our LBS will continue to decline, which will further increase cost of revenue as a percentage of revenue.

Gross profit. Our gross profit increased 46% to \$42.2 million in the three months ended September 30, 2010 from \$29.0 million in the three months ended September 30, 2009 primarily due to an increase in the number of our end users. Our gross margin increased to 83% in the three months ended September 30, 2010 from 80% in the three months ended September 30, 2009. We expect our gross margin to decline due slowing revenue growth as a result of the new fixed fee arrangement with Sprint, lower anticipated ARPU from our LBS, and higher anticipated usage of third party content by our end users.

Research and development. Our research and development expenses increased 65% to \$13.0 million in the three months ended September 30, 2010 from \$7.9 million in the three months ended September 30, 2009. The increase was primarily due to the costs associated with increased headcount to enhance the functionality of our services and develop new offerings and increased compensation and benefits for our existing employees. As a percentage of revenue, research and development expenses increased to 25% in the three months ended September 30, 2010 from 22% in the three months ended September 30, 2009. The total number of research and development personnel increased 27% to 722 at September 30, 2010 from 569 at September 30, 2009. We believe that as we continue to invest in expanding the LBS we offer, establish relationships with new wireless carrier partners and develop new services and products, revenue from those investments and development efforts will lag the related research and development expenses. We expect that research and development expenses will increase in absolute dollars as we continue to enhance and expand the services and products we offer.

Sales and marketing. Our sales and marketing expenses increased 21% to \$4.7 million in the three months ended September 30, 2010 from \$3.9 million in the three months ended September 30, 2009. As a percentage of revenue, sales and marketing expenses decreased to 9% in the three months ended September 30, 2010 from 11% in the three months ended September 30, 2009. The decline in sales and marketing expenses as a percentage of revenue in the three months ended September 30, 2010 was the result of leveraging our investment in sales and marketing across a higher revenue base. We expect that our sales and marketing expenses will continue to increase in absolute dollars as we expand our relationships with wireless carrier partners, engage in programs to market our services to their subscribers. We may incur additional costs transitioning our Sprint Navigation branded services to TeleNav branded navigation services, which would lead to an increase in our sales and marketing expenses as a percentage of revenue and in absolute dollars.

General and administrative. Our general and administrative expenses increased 46% to \$3.7 million in the three months ended September 30, 2010 from \$2.6 million in the three months ended September 30, 2009. The increase was primarily due to added personnel, consultants, audit and tax professional fees and legal expenses. The total number of general and administrative personnel increased 33%, to 61 at September 30, 2010 from 46 at September 30, 2009. As a percentage of revenue, general and administrative expenses increased to 8% in the three months ended September 30,

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2010 from 7% in the three months ended September 30, 2009. We expect our general and administrative expenses to increase in absolute dollars in fiscal 2011 as we incur legal fees and potentially other costs in connection with litigation in which we are named defendants or our wireless carrier partners are named defendants and for which they have notified us that they are seeking or may seek indemnification from us. We also expect to incur additional general and administration expenses in fiscal 2011 and beyond associated with being a public company, including higher legal, corporate insurance, audit and tax and financial reporting expenses as well as the costs of achieving and maintaining compliance with Section 404 of the Sarbanes-Oxley Act.

Other income (expense), net. Our other income (expense), net was \$197,000 in the three months ended September 30, 2010 and \$(522,000) in the three months ended September 30, 2009. The change was primarily due to elimination of the expense related to the increase in fair value of our Series E preferred stock warrants and, to a lesser extent, increased interest income due to higher cash and cash equivalents and short-term investments balances. As of December 31, 2009, all remaining Series E preferred stock warrants had been exercised and the warrant liability was reclassified to preferred stock. The preferred stock converted upon the closing of our initial public offering and the preferred stock was reclassified as common stock and additional paid in capital.

Provision for income taxes. Our provision for income taxes increased 44% to \$8.6 million in the three months ended September 30, 2010 from \$6.0 million in the three months ended September 30, 2009. Our effective tax rate was 41% in the three months ended September 30, 2010 compared to 42% in the three months ended September 30, 2009.

We record liabilities related to uncertain tax positions in accordance with authoritative guidance on accounting for uncertainty in income taxes. As of September 30, 2010 and June 30, 2010, our cumulative unrecognized tax benefits were \$3.3 million and \$2.9 million, respectively. Included in the balance of unrecognized tax benefits at September 30, 2010 is \$2.7 million that, if recognized, would affect the effective tax rate. We do not believe that the unrecognized tax benefits will materially change in the next 12 months.

Liquidity and capital resources

The following table sets forth the major sources and uses of cash for each of the periods set forth below:

	Three Months Ended September 30,	
	2010	2009
	(in thousands)	
Net cash provided by operating activities	\$ 20,248	\$ 15,145
Net cash used in investing activities	(82,980)	(3,375)
Net cash provided by (used in) financing activities	44	(907)
Effect of exchange rate changes on cash and cash equivalents	(89)	(7)
Net increase (decrease) in cash and cash equivalents	<u>\$(62,777)</u>	<u>\$10,856</u>

At September 30, 2010, we had cash and cash equivalents and short-term investments of \$131.1 million, which primarily consisted of money market mutual funds, municipal securities, corporate bonds, and commercial paper held by well-capitalized financial institutions. From inception until fiscal 2010, we financed our operations primarily through private sales of equity. On May 18, 2010, we completed our initial public offering of 6,550,000 shares of common stock, including 1,050,000 shares of common stock purchased by the underwriters in connection with the exercise of their over-allotment option. We raised net proceeds from the offering of \$44.6 million after deducting the underwriter's discount and offering expenses payable by us, based on a price to the public of \$8.00 per share.

Our accounts receivable are heavily concentrated in two wireless carrier partners. As of September 30, 2010, our accounts receivable balance was \$57.3 million, of which Sprint and AT&T represented 65% and 25%, respectively.

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Our future capital requirements will depend on many factors including our growth rate, the timing and extent of expenditures to support development efforts, the expansion of research and development and sales and marketing activities and headcount, the introduction of our new and enhanced service and product offerings and the growth in our end user base. In addition, on November 15, 2010, we announced that our Board of Directors authorized a new program for the repurchase of up to \$20 million of our shares of common stock through open market purchases pursuant to Rule 10b-18 of the Exchange Act. The timing and amount of repurchase transactions under this program will depend on market conditions and other considerations. We believe our cash and cash equivalents, short-term investments and anticipated cash flows from operations will be sufficient to satisfy our financial obligations through at least the next 12 months. Our cash flow from operations will include payments received under the September 2010 amendment to our agreement with Sprint. Such payments will generally be made by Sprint prior to our providing all services, and Sprint has no refund right to these payments. However, we may experience lower than expected cash generated from operating activities, revenue that is lower than we anticipate, or greater than expected cost of revenue or operating expenses. Our revenue and operating results could be lower than we anticipate if, among other reasons, our wireless carrier partners, two of which we are substantially dependent upon for a large portion of our revenue, were to limit or terminate our relationships with them; we were to fail to successfully compete in our highly competitive market, including against competitors who offer their services for free; our wireless carrier partners were to elect not to market and distribute our LBS to end users; our wireless carrier partners were to elect to lower the prices charged to their subscribers for our service; or if we were to experience a decline in our ARPU without a proportionate decrease in the average cost per end user. In the future, we may acquire complementary businesses or technologies or license technologies from third parties, and we may decide to raise additional capital through debt or equity financing to the extent we believe this is necessary to successfully complete these acquisitions or license these technologies. However, additional financing may not be available to us on favorable terms, if at all, at the time we make such determinations, which could have a material adverse affect on our business, operating results, financial condition and liquidity and cash position.

Net cash provided by operating activities. Net cash provided by operating activities was \$20.2 million and \$15.1 million in the three months ended September 30, 2010 and 2009, respectively. The improvement in cash provided by operating activities was primarily due to the increased number of end users of our services and related revenue generated from those end users, offset to a lesser extent by increases in our operating costs. Cash provided by or used in operating activities has historically been affected by growth in our end user base and increases in our operating costs, which are primarily due to increased headcount and royalty payments for portions of the content provided in our services. In the three months ended September 30, 2010, cash provided by operating activities was provided principally by net income of \$12.4 million, non-cash charges for depreciation and amortization of \$1.9 million, stock-based compensation of \$852,000 and a write-off of capitalized software of \$691,000, and \$4.4 million from changes in our operating assets and liabilities.

Net cash used in investing activities. We used net cash in investing activities of \$83.0 million and \$3.4 million during the three months ended September 30, 2010 and 2009, respectively. The cash was used primarily for purchases of short-term investments and property and equipment and internal software development costs. We expect to increase our capital expenditures in future periods as we continue to invest in the infrastructure needed to operate our services for an increasing end user base, as well as in equipment and facilities for our growing worldwide employee base as we expand our business. In the three months ended September 30, 2010, cash used in investing activities was used principally for purchases of short-term investments of \$81.1 million and capital expenditures of \$1.5 million.

Net cash provided by (used in) financing activities. During the three months ended September 30, 2010 and 2009, we generated (used) cash in our financing activities of \$44,000 and \$(907,000), respectively, due to proceeds from the exercise of options for our common stock, net of any repurchases of our outstanding stock or options. In the three months ended September 30, 2010, cash was provided by \$44,000 of proceeds from the exercise of stock options.

Off-balance sheet arrangements

We do not have any relationships with unconsolidated organizations or financial partnerships, such as structured finance or special purpose entities, which would have been established for the purpose of facilitating off-balance sheet arrangements or other contractually narrow or limited purposes.

Contractual obligations, commitments and contingencies

As of September 30, 2010, we had an aggregate of \$26.9 million of future minimum noncancelable financial commitments primarily related to license fees due to certain of our third party content providers over the next five fiscal years. The aggregate of \$26.9 million of future minimum commitments were comprised of \$12.1 million due in fiscal 2011; \$11.9 million due in fiscal 2012; \$1.7 million due in fiscal 2013; \$1.0 million due in fiscal 2014; and \$0.2 million due in fiscal 2015.

Item 3. Quantitative and Qualitative Disclosures about Market Risk.

Interest rate sensitivity. The primary objectives of our investment activities are to preserve principal, provide liquidity and maximize income without significantly increasing risk. By policy, we do not enter into investments for trading or speculative purposes. Some of the securities we invest in are subject to market risk. This means that a change in prevailing interest rates may cause the fair value of the investment to fluctuate. To minimize this risk, we invest in a variety of securities, which primarily consist of money market funds, commercial paper, municipal securities and other debt securities of domestic corporations. Due to the nature of these investments and relatively short duration of the underlying securities, we believe that we do not have any material exposure to changes in the fair value of our investment portfolio as a result of changes in interest rates. Declines in interest rates, however, will reduce future interest income. During the three months ended September 30, 2010, a 10% appreciation or depreciation in overall interest rates would not have had a material impact on our interest income or the fair value of our marketable securities.

Foreign currency risk. Substantially all of our revenue has been generated to date from our end users in the United States and, as such, our revenue has not been substantially exposed to fluctuations in currency exchange rates. However, most of our contracts with our wireless carrier partners outside of the United States are denominated in currencies other than the U.S. dollar and therefore expose us to foreign currency risk. Should the revenue generated outside of the United States grow in absolute amounts and as a percentage of our revenue, we will increasingly be exposed to foreign currency exchange risks. In addition, a substantial portion of our operating expenses are incurred outside the United States, are denominated in foreign currencies and are subject to changes in foreign currency exchange rates, particularly the Chinese RMB. Additionally, changes in foreign currency exchange rates may cause us to recognize transaction gains and losses in our statement of operations. As of September 30, 2010, an immediate 10% adverse change in exchange rates on foreign currency denominated receivables and payables would not result in a material loss.

To date, we have not used any foreign currency forward contracts or similar instruments to attempt to mitigate our exposure to changes in foreign currency rates.

Item 4. Controls and Procedures.

Evaluation of Disclosure Controls and Procedures

Our management, with the participation of our Chief Executive Officer and our Chief Financial Officer, evaluated the effectiveness of our disclosure controls and procedures as of September 30, 2010. The term “disclosure controls and procedures,” as defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended, or the Exchange Act, means controls and other procedures of a company that are designed to ensure that information required to be disclosed by a company in the reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported, within the time periods specified in the SEC’s rules and forms. Disclosure controls and procedures include, without limitation, controls and procedures designed to ensure that information required to be disclosed by a company in the reports that it files or submits under the Exchange Act is accumulated and communicated to the company’s management, including its principal executive and principal financial officers, as appropriate to allow timely decisions regarding required disclosure. Management recognizes that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving their objectives and management necessarily applies its judgment in evaluating the cost-benefit relationship of possible controls and procedures. Based on the evaluation of our disclosure controls and procedures as of September 30, 2010, our Chief Executive Officer and Chief Financial Officer concluded that, as of such date, our disclosure controls and procedures were effective at the reasonable assurance level.

Changes in Internal Control Over Financial Reporting

There were no changes in our internal control over financial reporting that occurred during the quarter ended September 30, 2010 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

Limitations on the Effectiveness of Controls

Control systems, no matter how well conceived and operated, are designed to provide a reasonable, but not an absolute, level of assurance that the objectives of the control system are met. Further, the design of a control system must reflect the fact that there are resource constraints, and the benefits of controls must be considered relative to their costs. Because of the inherent limitations in all control systems, no evaluation of controls can provide absolute assurance that all control issues and instances of fraud, if any, have been detected. Because of the inherent limitations in any control system, misstatements due to error or fraud may occur and not be detected.

PART II. OTHER INFORMATION

Item 1. Legal Proceedings.

From time to time, we may be subject to legal proceedings and claims in the ordinary course of business. We have received, and may in the future continue to receive, claims from third parties asserting infringement of their intellectual property rights. Future litigation may be necessary to defend ourselves and our wireless carrier partners by determining the scope, enforceability and validity of third party proprietary rights or to establish our proprietary rights. There can be no assurance with respect to the outcome of any current or future litigation brought against us or pursuant to which we have indemnification obligations and the outcome could have a material adverse impact on our business, operating results and financial condition.

On November 17, 2009, WRE-Hol, LLC filed a complaint against us in the U.S. District Court for the Western District of Washington (Case No. 2:09-cv-01642-MJP). The lawsuit alleges that certain of our products and/or services infringe U.S. Patent No. 7,149,625, and that we induce infringement and contribute to the infringement of U.S. Patent No. 7,149,625 by others. According to the patent, the invention generally relates to a system and method for providing navigation and automated guidance to a mobile user. The complaint seeks unspecified monetary damages, fees and expenses and injunctive relief against us. On November 27, 2009, WRE-Hol served the complaint on us. On January 25, 2010, we answered the WRE-Hol complaint asserting that the patent-in-suit is not infringed and is invalid and unenforceable. On March 11, 2010, WRE-Hol amended its complaint to add a new defendant, and we subsequently answered, repeating our assertions that the patent-in-suit is not infringed and is invalid and unenforceable. On April 27, 2010, we filed a reexamination request for all of the claims of the asserted patent before the U.S. Patent and Trademark Office. On April 29, 2010, we filed a motion to stay the litigation pending the reexamination. On May 3, 2010, WRE-Hol filed a motion for leave to amend the complaint against us, seeking to add claims for misappropriation of trade secrets against us and our founders, Y.C. Chao, H.P. Jin and Robert Rennard. WRE-Hol's motion for leave to amend also seeks to add a breach of contract claim against us and a claim for wrongful inventorship involving two of our patents, requesting a declaratory judgment that a WRE-Hol inventor be named as an inventor on these patents. On July 19, 2010, the U.S. Patent and Trademark Office issued an order granting inter partes reexamination of all 51 claims of the WRE-Hol '625 patent. On July 23, 2010, the district court issued an order granting WRE-Hol's motion for leave to amend its complaint, but at the same time stayed the entire litigation pending completion of the reexamination. The stay of the litigation extends to the new claims the court allowed. On September 13, 2010, the U.S. Patent and Trademark Office rejected 44 of the 51 WRE-Hol patent claims in a non-final first office action and confirmed seven of the 51 claims.

On December 31, 2009, Vehicle IP, LLC filed a complaint against us in the U.S. District Court for the District of Delaware (Case No. 1:09-cv-01007-JJF). The lawsuit alleges that certain of our navigation services, including our GPS Navigator, infringe U.S. Patent No. 5,987,377, and that we induce infringement and contribute to the infringement of U.S. Patent No. 5,987,377 by others. According to the patent, the invention generally relates to a navigation system that determines an expected time of arrival. The complaint seeks unspecified monetary damages, fees and expenses and injunctive relief against us. On March 11, 2010, we answered the complaint, asserting that the patent-in-suit is not infringed and is invalid. Vehicle IP denied these counterclaims and requested that they be dismissed. Verizon Wireless was named as a co-defendant in the Vehicle IP litigation based on the VZ Navigator product and has demanded that we indemnify and defend Verizon against Vehicle IP. AT&T Mobility was also named as a co-defendant in the Vehicle IP litigation based on the AT&T Navigator product. AT&T Mobility has tendered the defense of the litigation to us and we are defending the case on behalf of AT&T Mobility. The court has not yet ordered a scheduling conference for the litigation. Due to the preliminary status of the lawsuit and uncertainties related to litigation, we are unable to evaluate the likelihood of either a favorable or unfavorable outcome. Accordingly, we are unable at this time to estimate the effects of this lawsuit on our financial condition, results of operations, or cash flows.

On April 30, 2010, Traffic Information, LLC filed a complaint against us in the U.S. District Court for the Eastern District of Texas (Case No. 2:10-cv-00145-TJW). The lawsuit alleges that certain of our products and/or services infringe U.S. Patent No. 6,785,606, and that we induce infringement and contribute to the infringement of U.S. Patent No. 6,785,606 by others. According to the patent, the invention generally relates to a system for providing traffic

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information to a plurality of mobile users connected to a network. The complaint seeks unspecified monetary damages, fees and expenses and injunctive relief against us. On May 28, 2010, Traffic Information, LLC filed an amended complaint, adding a new claim that certain of our products and/or services infringe U.S. Patent No. 6,466,862, and that we induce infringement and contribute to the infringement of U.S. Patent No. 6,466,862 by others. According to the patent, the invention generally relates to a system for providing traffic information to a plurality of mobile users connected to a network. The amended complaint seeks unspecified monetary damages, fees and expenses and injunctive relief against us. Due to the preliminary status of the lawsuit and uncertainties related to litigation, we are unable to evaluate the likelihood of either a favorable or unfavorable outcome. We cannot currently estimate a range of any possible losses we may experience in connection with this case. Accordingly, we are unable at this time to estimate the effects of this complaint on our financial condition, results of operations or cash flows.

On September 2, 2010, a purported stockholder class action was filed by David Smith in the United States District Court for the Northern District of California (Case No. 3:10-CV-03942-SC) against us, certain of our officers and directors, and certain of our underwriters for our May 13, 2010 initial public offering. The complaint purports to be brought on behalf of all persons who acquired shares of our common stock pursuant to our May 13, 2010 initial public offering, traceable to our Form S-1/A Registration Statement and Prospectus filed with the SEC on May 13, 2010. The complaint alleges that we, certain of our officers and directors, and certain of our underwriters for the initial public offering violated the Securities Act by issuing the Registration Statement and Prospectus, which the plaintiff alleges contained material misstatements and omissions in violation of Sections 11 and 15 of the Securities Act. Specifically, the complaint alleges that we failed to disclose in our May 13, 2010 Registration Statement and Prospectus that we would soon be renegotiating our current contract with Sprint, our largest customer, which would result in our revenue being reduced. The complaint seeks class certification, compensatory damages, attorneys' fees and costs, rescission or a rescissory measure of damages, equitable and/or injunctive relief, and such other relief as the court may deem proper. David Smith and his attorneys have filed a motion for appointment as lead plaintiff and lead counsel, which will be heard on December 17, 2010. No other such motions have been filed. We deny the plaintiff's allegations and believe that our defenses to this action have merit. We intend to vigorously defend against this action and file a motion to dismiss the complaint. Due to the preliminary status of the lawsuit and uncertainties related to litigation, we are unable to evaluate the likelihood of either a favorable or unfavorable outcome. We cannot currently estimate a range of any possible losses we may experience in connection with this case. Accordingly, we are unable at this time to estimate the effects of this complaint on our financial condition, results of operations or cash flows.

In addition, we have received, and expect to continue to receive, demands for indemnification from our wireless carrier partners, which demands can be very expensive to settle or defend, and we have in the past offered to contribute to settlement amounts and incurred legal fees in connection with certain of these indemnity demands. A number of these indemnity demands, including demands relating to pending litigation, remain outstanding and unresolved as of the date of this Form 10-Q. Furthermore, in response to these demands we may be required to assume control of and bear all costs associated with the defense of our wireless carrier partners in compliance with our contractual commitments. We are not a party to the following cases; however our wireless carrier partners have requested that we indemnify them in connection with such cases:

In 2008, Alltel, AT&T, Sprint and T-Mobile, each demanded that we indemnify and defend them against a lawsuit brought by Emsat Advanced Geo-Location Technology LLC and Location Based Services LLC, or collectively, Emsat, in the Northern District of Ohio (Case Nos. 4:08-cv-822, 4:08-cv-821, 4:08-cv-817, 4:08-cv-818) alleging that the wireless carriers infringe U.S. Patent Nos. 5,946,611, 6,324,404, 6,847,822 and 7,289,763 in connection with the delivery of wireless telephone services and seeking unspecified damages. The Emsat entities are patent holding companies. In May 2009, several of the cases were stayed pending proceedings relating to a request for reexamination of all the patents at issue in the litigation. In June 2009, the U.S. Patent and Trademark Office denied the requests for reexamination as it relates to all of the patent claims asserted in the lawsuits. Subsequently, the defendants in certain of the cases filed requests for reexamination of U.S. Patent No. 6,847,822 and indicated that they would do the same with respect to U.S. Patent No. 7,289,763. On December 22, 2009, the U.S. Patent and Trademark Office granted the request for reexamination of 17 claims of U.S. Patent No. 6,847,822. On March 16, 2010, the U.S. Patent and Trademark Office confirmed two of the 17 claims and rejected the other 15 claims. On August 18, 2010, a third-party requestor filed an ex parte request for reexamination of U.S. Patent No. 6,324,404. That request is pending before the U.S. Patent and Trademark Office. In the Sprint and Alltel cases, the court has not yet lifted the stay, and denied the plaintiff's motion to

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vacate the stay on August 20, 2010. In the T-Mobile and AT&T cases, the parties voluntarily vacated the stay and a trial status conference with the court was held on September 24, 2009. A claim construction hearing was held on May 10, 2010 and the court issued its claim construction ruling on August 23, 2010. T-Mobile and AT&T also filed a motion for partial summary judgment on the invalidity of some asserted claims of the patents-in-suit. On August 23, 2010, the court denied the partial summary judgment motion. Google joined as an intervenor in the T-Mobile case because T-Mobile also sought indemnification from Google. In the T-Mobile case, T-Mobile filed a motion for reconsideration of the Court's denial of the partial summary judgment motion on September 20, 2010, and Google filed a motion for partial reconsideration of claim construction on the same day. The motions are still pending. In the AT&T case, Emsat amended the complaint to allege a breach of contract claim and AT&T denied the allegation in its answer. The AT&T case was consolidated with EMSAT Advanced Geo-Location Technology, LLC et al v. Tracfone Wireless, Inc. (Case No. 5:10-CV-00245). As of the date of this Form 10-Q, we and the wireless carriers have not determined whether, and to what extent, we will provide indemnification regarding the litigation. We cannot reasonably estimate whether and to what extent we would indemnify our wireless carrier partners or the potential losses they and we may experience in connection with such litigation.

In March and May 2009, AT&T and Sprint demanded that we indemnify and defend them against a lawsuit brought by Tendler Cellular of Texas LLC in the Eastern District of Texas (Case No. 6:09-cv-0115) alleging that the wireless carriers infringe U.S. Patent No. 7,447,508 in connection with the delivery of certain LBS as part of their wireless telephone services and seeking unspecified damages. Tendler Cellular of Texas is a patent holding company. In May 2009, AT&T responded to the allegations, filing an answer that the patent-in-suit is not infringed, is invalid and unenforceable. In June 2009, Sprint did the same. In June 2010, AT&T settled its claims with Tendler and we came to an agreement with AT&T as to the extent of our contribution towards AT&T's settlement. In July 2010, Sprint settled its claims with Tendler. We have resolved the amount of our contribution towards Sprint's settlement amount with Sprint, but we continue to discuss some ancillary issues with Sprint to bring this matter to a close. These settlement amounts were accrued in our consolidated financial statements as of June 30, 2010.

In February 2010, Sprint demanded that we indemnify and defend it against a lawsuit brought by Alfred P. Levine, an individual, in the Eastern District of Texas (Case No. 2:09-cv-00372) alleging that Sprint and Samsung infringe U.S. Patent Nos. 6,243,030 and 6,140,943 in connection with providing wireless navigation systems, products and services. In March 2010, Sprint responded to the allegations, filing an answer that the patents-in-suit are not infringed, are invalid and unenforceable. Alfred Levine subsequently denied these counterclaims and requested that they be dismissed. At an initial scheduling conference held on August 30, 2010, the court set a claim construction hearing date of December 21, 2011 and a trial date of May 7, 2012. We agreed to indemnify and defend Sprint against the lawsuit, with certain limitations, and we are presently negotiating the scope of our indemnification obligations with Sprint. We cannot reasonably estimate to what extent we will indemnify Sprint or the potential losses it and we may experience in connection with such litigation. On October 28, 2010, Levine filed an amended complaint, adding groups of defendants from AT&T, T-Mobile, Verizon, HTC, Intermec, Kyocera, LG Electronics, Motorola, Palm, and Research In Motion, bringing the Levine matter to a total of twelve defendant groups. It is presently unknown what effect the amended complaint will have, if any, on the schedule in the Levine litigation.

Large future indemnity payments and associated legal fees and expenses, including potential indemnity payments and legal fees and expenses relating to wireless carriers' indemnity demands with respect to pending litigation, could materially harm our business, operating results and financial condition. When we believe a loss or a cost of indemnification is probable and can be reasonably estimated, we accrue the estimated loss or cost of indemnification in our consolidated financial statements. Where the outcome of these matters is not determinable, we do not make a provision in our financial statements until the loss or cost of indemnification, if any, is probable and can be reasonably estimated or the outcome becomes known. Although we have not agreed to defend or indemnify our wireless carrier partners for the outstanding and unresolved indemnity demands, we may in the future agree to defend and indemnify our wireless carrier or other partners in connection with demands for indemnification, irrespective of whether we believe that we have an obligation to indemnify them or whether we believe our solution infringes the asserted intellectual property rights. Alternatively, we may reject certain of our wireless carriers' or other partners' indemnity demands, including the outstanding demands, which may lead to disputes with our wireless carrier or other partners, negatively impact our relationships with them or result in litigation against us. Our wireless carrier or other partners may also claim that any rejection of their indemnity demands constitutes a material breach of our agreements with them, allowing them to terminate such agreements. If we make substantial payments as a result of indemnity demands, our relationships with our wireless carrier or other partners are negatively impacted, or any of our wireless carrier or partner agreements is terminated, our business, operating results and financial condition could be materially harmed.

Item 1A. Risk Factors.

We operate in a rapidly changing environment that involves numerous uncertainties and risks. The following risks and uncertainties may have a material and adverse effect on our business, financial condition or results of operations. You should consider these risks and uncertainties carefully, together with all of the other information included or incorporated by reference in this Form 10-Q. If any of the risks or uncertainties we face were to occur, the trading price of our securities could decline, and you may lose all or part of your investment.

Risk related to our business

We are substantially dependent on two wireless carrier partners for a large portion of our revenue and if these wireless carrier partners were to limit or terminate our relationships with them or to offer LBS directly or from other vendors, our revenue and net income would be adversely affected.

We are substantially dependent on two wireless carrier partners for a large portion of our revenue. For the three months ended September 30, 2010 and 2009, Sprint represented 51% and 55% of our revenue, respectively. Effective September 1, 2010, we amended our agreement with Sprint to, among other things, extend the term of our agreement from December 31, 2011 to December 31, 2012. Pursuant to the terms of our agreement with Sprint, we are Sprint's preferred supplier of navigation applications until December 31, 2012 and Sprint is required to use commercially reasonable efforts to feature our navigation services more prominently than other navigation applications on handsets and to preload certain of our products on handsets. Sprint is entitled to expand the number of bundles in which our navigation services are offered. For bundled navigation services, Sprint will pay us a fixed annual fee regardless of the number of subscribers (up to specified thresholds). Sprint may terminate our agreement for any reason, beginning June 30, 2012, by providing notice at least 30 business days prior to termination. Our amended agreement with Sprint will result in declines in ARPU compared to the most recent quarter due to increasing numbers of Sprint bundle subscribers with access to our services and significant reductions in revenue from Sprint for bundled basic navigation services. Although we are entitled to receive more revenue from enterprise LBS, mobile commerce and premium navigation services than we were previously, we may not be able to realize these benefits in the short term or at all. We cannot predict the ultimate financial impact of our amended agreement with Sprint. Our failure to renew or renegotiate this agreement on or after June 30, 2012 on favorable terms or at all, a termination of our agreement by Sprint or our failure to otherwise maintain our relationship with Sprint would substantially reduce our revenue and significantly harm our business, operating results and financial condition.

In connection with our amended agreement with Sprint, we and Sprint have agreed to transition Sprint Navigation branded services to TeleNav branded navigation services. The branding transition may not increase end user recognition of our brand and may result in confusion that results in reduced or more limited adoption of our services by Sprint's subscribers.

In March 2008, Sprint began offering the Simply Everything plans which currently include our LBS. As a result, we have experienced a significant increase in end users and benefitted from increased marketing exposure since the Simply Everything plans' introduction. If Sprint reduces its expenditures for marketing our LBS, changes its Simply Everything plans to eliminate our services, prices our LBS at a level that makes them less attractive or offers and promotes competing LBS, in lieu of, or to a greater degree than, our LBS, our revenue would be materially reduced and our business, operating results and financial condition would be materially and adversely affected.

For the three months ended September 30, 2010 and 2009, AT&T represented 36% and 34% of our total revenue, respectively. AT&T is not required to offer our LBS. Our current agreement with AT&T expires on March 19, 2011 and during the term of our agreement, we are the exclusive provider of white label GPS navigation services to AT&T. If AT&T were to terminate its agreement with us or fail to renew or renegotiate the agreement on favorable terms when it expires, we would lose a substantial portion of our revenue and our business operating results and financial condition could be harmed. Furthermore, our failure to otherwise maintain our relationship with AT&T would substantially harm our business.

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We operate in a highly competitive market, including competitors that offer their services for free, which could make it difficult for us to acquire and retain wireless carrier partners and end users.

The market for development, distribution and sale of LBS is highly competitive. Many of our competitors have greater name recognition, larger customer bases and significantly greater financial, technical, marketing, public relations, sales, distribution and other resources than we do. Competitors could begin offering LBS that have at least equivalent functionality to ours for free. For example, Google offers free voice guided, turn by turn navigation as part of its Google Maps product for mobile devices based on the Android 1.6 and higher operating system platform and Nokia provides a download for its latest version of Ovi Maps on its smartphones which also provides turn by turn navigation functions. Microsoft also provides a free turn by turn navigation solution with its current Windows Mobile operating system. Competition from these free offerings may reduce our revenue and harm our business. If our wireless carrier partners can offer these LBS to their subscribers for free, they may elect to cease their relationships with us, alter or reduce the manner or extent to which they market or offer our services or require us to substantially reduce our subscription fees or pursue other business strategies that may not prove successful.

Our primary competitors include providers of LBS such as Google, Microsoft, Navigon, Nokia, TCS, through its acquisition of NIM, Telmap and TomTom; PND providers such as Garmin and TomTom; integrated navigation mobile phone providers such as Garmin and Nokia; providers of Internet and mobile based maps and directions such as AOL/Mapquest, Google, Microsoft and Yahoo!; and wireless carriers and communication solutions providers developing their own LBS, such as TCS through its acquisition of NIM. Some of our competitors' and our potential competitors' advantages over us, either globally or in particular geographic markets, include the following:

- the provision of their services at no or low cost to consumers;
- significantly greater revenue and financial resources;
- stronger brand and consumer recognition regionally or worldwide;
- the capacity to leverage their marketing expenditures across a broader portfolio of mobile and nonmobile products;
- access to core technology and intellectual property, including more extensive patent portfolios;
- access to custom or proprietary content;
- quicker pace of innovation;
- stronger wireless carrier and handset manufacturer relationships;
- greater resources to make and integrate acquisitions;
- lower labor and development costs; and
- broader global distribution and presence.

Our competitors' and potential competitors' advantages over us could make it more difficult for us to sell our LBS, and could result in increased pricing pressures, reduced profit margins, increased sales and marketing expenses and failure to increase, or the loss of, market share or expected market share, any of which would likely cause harm to our business, operating results and financial condition.

Our wireless carrier partners may change the pricing and other terms by which they offer our LBS, which could result in increased end user turnover, lower revenue and adverse effects on our business.

Several of our wireless carrier partners sell unlimited data service plans, which include our LBS. As a result, end users do not have to pay a separate monthly fee to use our services. If our wireless carrier partners were to eliminate our services from their unlimited data service plans, such as the Sprint Simply Everything plans, we could lose end users as they would be required to pay a separate monthly fee to continue to use our services. In addition, we could be required to change our fee structure to retain end users, which could negatively affect our gross margins. For example, effective September 1, 2010, we amended our agreement with Sprint to, among other things, provide bundled navigation services

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for a fixed annual fee from Sprint regardless of the number of subscribers (up to specified thresholds), rather than the per subscriber per month fee structure we and Sprint had previously employed. We anticipate that our future revenue from Sprint and our ARPU and gross margins will be negatively affected as a result of the shift to a fixed fee model for services we provide to bundled subscribers. Our wireless carrier partners may also seek to reduce the monthly fees per subscriber that they pay us if their subscribers do not use our services as often as the wireless carriers expect or for any other reason in order to reduce their costs. Our wireless carrier partners may also decide to raise prices, impose usage caps or discontinue unlimited data service plans, which could cause our end users who receive our services through those plans to move to a less expensive plan that does not include our services or terminate their relationship with the wireless carrier. If imposed, these pricing changes or usage restrictions could make our LBS less attractive and could result in current end users abandoning our LBS. If end user turnover increased, the number of our end users and our revenue would decrease and our business would be harmed. We are also required to give AT&T certain most favored customer pricing on specified products and in certain markets. In certain circumstances this may require us to reduce the price per end user under the AT&T contract.

We are substantially dependent on our wireless carrier partners to market and distribute our LBS to end users and our business may be harmed if our wireless carrier partners elect not to broadly offer our services.

We rely on our wireless carrier partners to introduce, market and promote our LBS to end users. None of our wireless carrier partners are contractually obligated to continue to do so. If wireless carrier partners do not introduce, market and promote mobile phones that are GPS enabled and on which our client software is preloaded and do not actively market our LBS, our LBS will not achieve broader acceptance and our revenue may not grow as fast as anticipated, or may decline.

Wireless carriers, including those with which we have existing relationships, may decide not to offer our services and may enter into exclusive relationships with one or more of our competitors. While our LBS may still be available to customers of those wireless carriers as downloads from application stores or our website, sales of our LBS would likely be much more limited than if our LBS were preloaded as a white label service actively marketed by the carrier or were included as part of a bundle of services. Our inability to offer our LBS through a white label offering or as part of a bundle on popular mobile phones would harm our operating results and financial condition.

If we are unable to manage our costs in light of the anticipated reduction in average revenue per user, or ARPU, or a potential increase in end user activity, our gross margin would decline and our operating results would be adversely affected.

Our ARPU has declined over time due to a number of factors, including the bundling of our LBS with voice and other data services and the introduction of white label services. We expect the current trend of declining ARPU to continue. Our wireless carrier partners have the ability to lower end user pricing on our LBS which would have an immediate adverse effect on our ARPU. As a result of the recent Sprint amendment that provides us with a fixed annual fee for bundled navigation services, we believe that future ARPU and average monthly paying end users may not be comparable to earlier periods or be a meaningful indicator of our financial performance. Our gross margin may decrease if the average cost per end user to provide our services does not decline proportionately. These costs include third party map and other data costs and internal costs to provide our services. Many of these costs increase as the number of end users increases, and also increase based on incremental usage by end users, both of which could have a negative effect on our gross margins. Although we have taken action to increase the predictability of certain of our third party map and other data costs for Sprint bundles, we may not have adequately aligned our cost of providing our LBS and may not be successful in maintaining or reducing the decline in our gross margin.

Our success depends on significantly increasing the number of end users that purchase our LBS from our wireless carrier partners.

Our revenue is derived almost exclusively from subscription fees that we receive from our wireless carrier partners for end users who subscribe to our service on a stand alone basis or in a bundle with other services. Depending on the wireless carrier contracts, we receive revenue per end user as a fixed fee or a revenue sharing arrangement. To date, a relatively small number of end users have subscribed for our services in connection with their wireless plans compared to

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the total number of mobile phone users. Our near term success depends heavily on achieving significantly increased subscriber adoption of our LBS either through stand alone subscriptions to our services or as part of bundles from our existing wireless carrier partners. Our success also depends on achieving widespread deployment of our LBS by attracting and retaining additional wireless carrier partners. The use of our LBS will depend on the pricing and quality of those services, subscriber demand for those services, which may vary by market, as well as the level of subscriber turnover experienced by our wireless carrier partners. If subscriber turnover increases more than we anticipate, our financial results could be adversely affected.

If our current and future wireless carrier partners do not successfully market our LBS, particularly GPS Navigator, to their customers or if we are not successful in maintaining and expanding our relationships with our wireless carrier partners, we will not be able to maintain or increase the number of end users that use our LBS and our business, operating results and financial condition will be materially adversely affected.

If our wireless carrier partners lose net subscribers, such as the losses Sprint has experienced, or if their subscribers do not continue to purchase service plans that include our LBS and we are unable to develop relationships with other significant wireless carriers, we will lose end users and our revenue and operating results will be adversely affected.

Wireless carriers' relationships with subscribers have been threatened by several factors, including strong competition, lack of subscriber loyalty and the development of direct relationships between mobile phone manufacturers and mobile phone operating system providers and consumers. A loss of net subscribers by one or more of our wireless carrier partners could harm our business as we rely on our wireless carrier partners to market our products. For example, one of our key wireless carrier partners, Sprint, has been experiencing losses in net subscribers. If Sprint continues to lose net subscribers or if Sprint subscribers do not continue to purchase service plans that include our LBS, we may also lose end users and experience a decline in revenue to the extent we are unable to develop similar relationships with other significant wireless carriers which include our services in attractive bundled or other LBS offerings that generate comparable revenue. A significant decrease in the number of our end users will adversely affect our revenue and operating results.

Our ability to increase or maintain our end user base and revenue will be impaired if mobile phone manufacturers do not allow us to customize our services for their new devices.

We typically deliver our services through client software that has been customized to work with a given mobile phone's operating system, features and form factors. Wireless carrier partners often insist that mobile phone manufacturers permit us to customize our client software for their devices in order to provide the end user with a positive experience. Wireless carriers or mobile phone manufacturers may enter into agreements with other providers of LBS for new or popular mobile phones. For this reason or others, some mobile phone manufacturers may refuse to permit us to access preproduction models of their mobile phones or the mobile phone manufacturers may offer a competing service. If mobile phone manufacturers do not permit us to customize our client software and preload it on their devices, we may have difficulty attracting end users because of poor user experiences or an inconvenient provisioning process. If we are unable to provide seamless provisioning or end users cancel their subscriptions to our services because they have poor experiences, our revenue may be harmed.

New entrants and the introduction of other distribution models in the LBS market may harm our competitive position.

The markets for development, distribution and sale of LBS are rapidly evolving. New entrants seeking to gain market share by introducing new technology and new products may make it more difficult for us to sell our LBS, and could create increased pricing pressure, reduced profit margins, increased sales and marketing expenses or the loss of market share or expected market share, any of which may significantly harm our business, operating results and financial condition.

Although historically wireless carriers controlled provisioning and access to the applications that could be used on mobile phones connected to their networks, in recent years consumers have been able to download and provision applications from individual provider websites and to select from a menu of applications through the Apple iTunes App Store, Android Marketplace, the Blackberry App World and other application aggregators. Increased competition from providers of LBS which do not rely on a wireless carrier may result in fewer wireless carrier subscribers electing to

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purchase their wireless carrier's branded LBS, which could harm our business and revenue. In addition, these LBS may be offered for free or on a one time fee basis, which could force us to reduce monthly subscription fees, migrate to a one time fee model or offer free basic versions of our products that allow for upgrades to more premium versions for a fee to remain competitive. We may also lose end users or face erosion in ARPU if these competitors deliver their products without charge to the consumer by generating revenue from advertising or as part of other applications or services. Finally, we may not be successful at generating revenue from premium navigation services if end users believe that free services are comparable or adequate.

Our operating income and net income could decline as a percentage of revenue as we make further expenditures to enhance and expand our operations in order to support additional growth in our business.

As a percentage of revenue, our operating income was 41% and 40% and our net income was 24% and 23% in the three months ended September 30, 2010 and 2009, respectively. Since June 30, 2008, we have made significant investments in new operating and information systems and additional data centers, hired substantial numbers of new research and development, sales and marketing and general and administrative personnel and expanded our operations outside the United States. Efforts to develop new services and products and attract new wireless carrier partners require investments in anticipation of longer term revenue. We intend to make additional investments in systems and personnel and continue to expand our operations to support anticipated growth in our business. We also expect to incur additional operating costs as a public reporting company as a result of the closing of our initial public offering on May 18, 2010. As a result of these factors, we believe our operating income and net income may decline as a percentage of revenue at least through fiscal 2011. Furthermore, our investments and expenditures may not result in the growth that we anticipate. We also will not be able to reduce our expenditures on a timely basis, if at all, if we do not generate anticipated revenue.

We are substantially dependent on revenue from our GPS Navigator service, our flagship LBS, and, if we fail to generate significant revenue from other services, our operating results may be harmed if revenue from GPS Navigator declines.

Although revenue in absolute dollars from sources other than GPS Navigator rose in all periods presented, revenue from our GPS Navigator service represented 94% and 93% of our revenue in the three months ended September 30, 2010 and 2009, respectively. If we were unable to be the exclusive provider of white label navigation services to our major wireless carrier partners or the number of end users for GPS Navigator were to decline, our revenue would be substantially harmed. We have experienced a reduction of ARPU from GPS Navigator over time as our wireless carrier partners implement white label and more bundled offerings, for which we typically receive a lower monthly subscription fee or a fixed annual fee regardless of the number of end users (subject to specified thresholds) to which we provide our services. We may be unable to increase our revenue from our enterprise LBS, and we may not be successful in our efforts to diversify into areas such as in-dash navigation. If we were unable to offset declining ARPU from GPS Navigator by increasing the amount of revenue that our other services and products represent, our business, operating results and financial condition would be harmed.

We rely on our wireless carrier partners for timely and accurate subscriber information. A failure or disruption in the provisioning of this data to us would materially and adversely affect our ability to manage our business effectively.

We rely on our wireless carrier partners to bill subscribers and collect monthly fees for our LBS, either directly or through third party service providers. If our wireless carrier partners or their third party service providers provide us with inaccurate data or experience errors or outages in their own billing and provisioning systems when performing these services, our revenue may be less than anticipated or may be subject to adjustment with the wireless carrier. In the past, we have experienced errors in wireless carrier reporting. If we are unable to identify and resolve discrepancies in a timely manner, our revenue may vary more than anticipated from period to period and this could harm our business, operating results and financial condition.

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We rely on a proprietary provisioning and reporting system to track end user activation, deactivation and usage data and any material failures in this system could harm our revenue, affect our costs and impair our ability to manage our business effectively.

Our provisioning and reporting system that authenticates end users and tracks the number of end users and their use of our services is a proprietary and customized system that we developed internally. Although we believe that the flexibility of this service to integrate tightly with wireless carriers' reporting and provisioning systems gives us a competitive advantage, we might lose revenue and the ability to manage our business effectively if the system were to experience material failures or be unable to scale as our business grows. In addition, we may not be able to report our financial results on a timely basis if our wireless carrier partners question the accuracy of our records or we experience significant discrepancies between the data generated by our provisioning and reporting systems and data generated by the wireless carriers' systems, or if our systems fail or we are unable to report timely and accurate information to our third party data providers. The inability to timely report our financial results would impair the quality of our financial reporting and could result in the delisting of our common stock.

Our profitability may decline as we expand into other service and product areas and we may be unable to recoup our investments.

We receive a substantial majority of our revenue from monthly subscription fees paid by wireless carrier partners who bill their subscribers for our services on a stand alone or bundled basis. As we expand our LBS offerings to enable end users to purchase our services from application stores outside of wireless carriers' sales platforms, we may have to adapt our revenue model to a one time fee for services. In addition, as we enter the in-dash navigation market or other markets for LBS, we may be required to adopt pricing models other than monthly subscription fees and may incur cost of revenue substantially different than that which we have experienced historically due in part to third party content costs. These different pricing models and increased costs of revenue may result in declines in our gross margins.

We have limited experience in selling our services and products outside of the wireless carrier application platform. As we expand into new service and product areas, such as in-dash navigation systems, we may not be able to compete effectively with existing market participants and may not be able to realize a positive return on the investment we have made in these products or services. If our introduction of a new product or service is not successful or we are not able to achieve the revenue or margins we expect, our operating results may be harmed and we may not recover our product development and marketing expenditures.

We may not be able to enhance our LBS to keep pace with technological and market developments, or develop new LBS in a timely manner or at competitive prices.

The market for LBS is emerging and is characterized by rapid technological change, evolving industry standards, frequent new product introductions and short product life cycles. To keep pace with technological developments, satisfy increasing customer requirements and achieve product acceptance, our future success depends upon our ability to enhance our current LBS platform and to continue to develop and introduce new LBS offerings and enhanced performance features and functionality on a timely basis at competitive prices. Our inability, for technological or other reasons, to enhance, develop, introduce or deliver compelling LBS in a timely manner, or at all, in response to changing market conditions, technologies or consumer expectations could have a material adverse effect on our operating results or could result in our LBS becoming obsolete. Our ability to compete successfully will depend in large measure on our ability to maintain a technically skilled development and engineering team and to adapt to technological changes and advances in the industry, including providing for the continued compatibility of our LBS platform with evolving industry standards and protocols and competitive network operating environments.

Development and delivery schedules for LBS are difficult to predict. We have in the past and may in the future fail to deliver new versions of our services in a timely fashion. If new releases of our LBS are delayed or our services are not preloaded on mobile phones upon their initial commercial release, our wireless carrier partners may curtail their efforts to market and promote our LBS and end users may switch to competing services, any of which would result in a delay or loss of revenue and could harm our business. In addition, we cannot assure you that the technologies and related LBS that we develop will be brought to market by our wireless carrier partners as quickly as anticipated or that they will achieve broad acceptance among wireless carriers or consumers.

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We rely on third party data and content to provide our services and if we were unable to obtain content at reasonable prices, or at all, our gross margins and our ability to provide our services would be harmed.

We rely on third party data and content to provide our services including map data, POI, traffic information, gas prices and weather information. If our suppliers of this data or content were to enter into exclusive relationships with other providers of LBS or were to discontinue providing such information and we were unable to replace them cost effectively, or at all, our ability to provide our services would be harmed. Our gross margins may also be affected if the cost of third party data and content increases substantially.

We obtain map data from Tele Atlas and NAVTEQ, which are companies owned by our current and potential competitors TomTom and Nokia, respectively. Accordingly, these third party data and content providers may act in a manner that is not in our best interest. For example, they may cease to offer their map data to us.

We may not be able to upgrade our LBS platform to support certain advanced features and functionality without obtaining technology licenses from third parties. Obtaining these licenses may be costly and may delay the introduction of such features and functionality, and these licenses may not be available on commercially favorable terms, or at all. The inability to offer advanced features or functionality, or a delay in our ability to upgrade our LBS platform, may adversely affect consumer demand for our LBS and, consequently, harm our business.

We have experienced rapid growth in recent periods. If we fail to manage our growth effectively, our financial performance may suffer.

We have substantially expanded our overall business, end user base, headcount and operations in recent periods. We increased our total number of full time employees from 332 at June 30, 2007 to 942 at September 30, 2010. During this same period, we made substantial investments in our information systems and significantly expanded our operations outside the United States, including an expansion of our research and development activities in China. For example, we added 146 new employees in China during fiscal 2010. Our expansion has placed, and our expected future growth will continue to place, a significant strain on our managerial, administrative, operational, financial and other resources. If we are unable to manage our growth successfully, our operating results will suffer. In addition, due to the large number of employees located outside of the United States, we have exposure to changes in foreign currency rates which could result in higher labor and related operating costs.

Network failures, disruptions or capacity constraints in our third party data center facilities or in our servers could affect the performance of our LBS and harm our reputation and our revenue.

Our LBS are provided through a combination of our servers, which we house at third party data centers, and the networks of our wireless carrier partners. Our operations rely to a significant degree on the efficient and uninterrupted operation of the third party data centers we use. Our hosted data centers are currently located in third party facilities located in the San Francisco Bay Area. We have recently added third party data center facilities in the Sacramento, California area to provide for disaster recovery and, which we expect, in the long term, to accommodate the anticipated growth of our LBS. Depending on the growth rate in the number of our end users and their usage of our services, if we do not timely complete and open additional data centers, we may experience capacity issues, which could lead to service failures and disruptions. In addition, if we are unable to secure data center space with appropriate power, cooling and bandwidth capacity, we may be unable to efficiently and effectively scale our business to manage the addition of new wireless carrier partners, increases in the number of our end users or increases in data traffic.

Our data centers are potentially vulnerable to damage or interruption from a variety of sources including fire, flood, earthquake, power loss, telecommunications or computer systems failure, human error, terrorist acts or other events. We have not yet completed a comprehensive business continuity plan and there can be no assurance that the measures implemented by us to date, or measures implemented by us in the future, to manage risks related to network failures or disruptions in our data centers will be adequate, or that the redundancies built into our servers will work as planned in the event of network failures or other disruptions. In particular, if we experienced damage or interruptions to our data centers in the San Francisco Bay Area, or were unable to commence recovery operations in our new data center in Sacramento, California, our ability to provide efficient and uninterrupted operation of our services would be significantly impaired.

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We could also experience failures of our data centers or interruptions of our services, or other problems in connection with our operations, as a result of:

- damage to or failure of our computer software or hardware or our connections and outsourced service arrangements with third parties;
- errors in the processing of data by our servers;
- computer viruses or software defects;
- physical or electronic break-ins, sabotage, intentional acts of vandalism and similar events; or
- errors by our employees or third party service providers.

Poor performance in or disruptions of our services could harm our reputation, delay market acceptance of our services and subject us to liabilities. Our wireless carrier agreements require us to meet at least 99.9% operational uptime requirements, excluding scheduled maintenance periods, or be subjected to penalties. For example, in August 2009 we experienced a four hour interruption of service, although no penalties were applied. If we are unable to meet these requirements, our wireless carrier partners could terminate our agreements or we may be required to refund a portion of monthly subscriptions fees they have paid us.

In addition, if our end user base continues to grow, additional strain will be placed on our technology systems and networks, which may increase the risk of a network disruption. Any outage in a network or system, or other unanticipated problem that leads to an interruption or disruption of our LBS, could have a material adverse effect on our operating results and financial condition.

If our LBS platform does not scale as anticipated, or we are unable to grow data center capacity as needed, our business will be harmed.

Despite frequent testing of the scalability of our LBS platform in a test environment, the ability of our LBS platform to scale to support a substantial increase in the use of our services or number of users in an actual commercial environment is unproven. If our LBS platform does not efficiently and effectively scale to support and manage a substantial increase in the use of our services or number of users while maintaining a high level of performance, our business will be seriously harmed.

Our quarterly revenue and operating results have fluctuated in the past and may fluctuate in the future due to a number of factors. As a result, we may fail to meet or exceed the expectations of securities analysts or investors, which could cause our stock price to decline.

Our quarterly revenue and operating results may vary significantly in the future. Therefore, you should not rely on the results achieved in any one quarter as an indication of future performance. Period to period comparisons of our revenue and operating results may not be meaningful. Our quarterly results of operations may fluctuate as a result of a variety of factors, including, but not limited to, those listed below, many of which are outside of our control:

- changes in the pricing of our services or products or those of our competitors and changes in the pricing and content of bundled LBS offerings of our wireless carrier partners, such as the revenue model changes resulting from our recent contract amendment with Sprint, or providing basic versions of our service for free that permit upgrades to more premium offerings for a fee;
- loss of subscribers by our wireless carrier partners or a reduction in the number of subscribers to plans that include our services;
- the timing and quality of information we receive from our wireless carrier partners;
- our inability to attract new end users;
- the timing and success of new service introductions by us or our competitors;
- the timing and success of new mobile phone introductions by our wireless carrier partners;
- the loss of our relationship with any particular wireless carrier partner;

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- the timing and success of wireless carrier partners' marketing expenditures;
- the extent of any interruption in our services;
- the amount and timing of operating costs and capital expenditures related to the expansion of our operations and infrastructure;
- the timing of expenses related to the development or acquisition of technologies, products or businesses;
- potential foreign currency exchange gains and losses associated with expenses and sales denominated in currencies other than the U.S. dollar;
- general economic, industry and market conditions that impact expenditures for smartphones and LBS in the United States and other countries where we sell our services and products;
- changes in interest rates and our mix of investments, which would impact our return on our investments in cash and marketable securities;
- changes in our effective tax rates; and
- the impact of new accounting pronouncements.

Fluctuations in our quarterly operating results might lead analysts to change their models for valuing our common stock. As a result, our stock price could decline rapidly and we could face costly securities class action lawsuits or other unanticipated issues.

If a substantial number of end users change mobile phones or if our wireless carrier partners switch to subscription plans that require active monthly renewal by end users, our revenue could suffer.

Subscription fees represent the vast majority of our revenue. As mobile phone development continues and new mobile phones are offered at subsidized rates to subscribers in connection with plan renewals, an increasing percentage of end users who already subscribe to our services will likely upgrade from their existing mobile phones. With some wireless carriers, subscribers are unable to automatically transfer their existing subscriptions from one mobile phone to another.

In addition, wireless carriers may switch to subscription billing systems that require subscribers to actively renew, or opt-in, each month from current systems that passively renew unless subscribers take some action to opt-out of their subscriptions. In either case, unless we or our wireless carrier partners are able to resell subscriptions to these subscribers or replace these subscribers with other subscribers, our revenue would suffer and this could harm our business, operating results and financial condition.

If we are unable to attract new wireless carrier partners, our revenue growth may be adversely affected and our net income could decline.

If we do not add new wireless carrier partners and increase the number of end users who receive our services through those new wireless carrier partners, we may not be able to increase our revenue in the longer term. Our sales and marketing efforts may not be successful in establishing relationships with new wireless carrier partners. We will not be successful in expanding into new geographic markets without developing relationships with successful wireless carriers in those markets. We expect to incur significant additional expenses in hiring additional personnel and expanding our international operations in order to attract new wireless carrier partners in different geographic markets to achieve revenue growth. If we fail to attract new successful wireless carrier partners and their subscribers or our new service introductions are not successful, we may be unable to increase our revenue and our operating results may be adversely affected.

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Our lengthy sales cycle makes it difficult for us to predict when we will generate revenue from new wireless carrier partners.

We have a lengthy and complex sales process. The integration and testing of our LBS platform with a prospective wireless carrier requires substantial time and expense before launching our LBS with that wireless carrier. In new geographic markets, our sales cycles are typically longer and may involve more challenges such as language or government regulation/compliance requirements. Even after a wireless carrier decides to launch our LBS, the integration of our LBS platform with a wireless carrier's network and billing systems generally requires several months to complete. Moreover, launch of our LBS by a wireless carrier typically will be timed to coincide with a new mobile phone launch, over which we have no control. Because of this lengthy cycle, we may experience delays from the time we begin the sales process and incur increased costs and expenses to obtain a new wireless carrier as a customer and integrate our LBS platform until the time we generate revenue from such wireless carrier. These delays may make it difficult to predict when we will generate revenue from new wireless carrier partners.

The failure of mobile phone providers selected by our wireless carrier partners to keep pace with technological and market developments in mobile phone design may negatively affect the demand for our LBS.

Wireless carriers select various mobile phones to run on their wireless networks. Our future success will depend on these mobile phone providers' ability to design and manufacture mobile phones that meet the demands of wireless carriers and their subscribers. In order to continue their relationships with the wireless carriers, these mobile phone providers will have to continue to invest in developing mobile phones that are compatible with the advanced network technology that wireless carriers are deploying to increase network capacity and speed. If our wireless carrier partners fail to select mobile phone providers whose products have superior GPS capabilities or fail to adopt other advanced technologies, our ability to sell our LBS may suffer. If we do not extend our client software to these devices in a timely and efficient manner before the initial commercial launch of the mobile phone, our adoption rates will suffer. In addition, if our wireless carrier partners select mobile phones that are incompatible with our LBS client software, we will incur additional time and expenses to extend our services to those devices, which may cause us to incur unanticipated operating expenses and miss product launch windows. Because of short product life cycles in the wireless communications industry, if we fail to integrate our software on a mobile phone prior to its commercial launch or if it is preloaded with another provider's LBS, we may lose a substantial opportunity to gain end users who purchase that device and our revenue may suffer.

Successful sales of our LBS depend on our wireless carrier partners keeping pace with changing consumer preferences for mobile phones. If our wireless carrier partners do not select mobile phones with the design attributes attractive to consumers, such as thin form factors, high resolution screens and desired functionality, customers may select wireless carriers with whom we do not have a relationship and subscriptions for our LBS may decline and, consequently, our business may be harmed.

A large percentage of our research and development operations are conducted in China and our ability to introduce new services and support our existing services cost effectively depends on our ability to manage those remote development sites successfully.

Our success depends on our ability to enhance our current services and develop new services and products rapidly and cost effectively. We opened two research and development centers in China, in addition to our existing facility, for the purpose of conducting more fundamental product development in those locations. We currently have a majority of our research and development personnel in China. As we do not have substantial experience managing core product development operations that are remote from our U.S. headquarters, we may not be able to manage these remote centers successfully. We could incur unexpected costs or delays in product development that could impair our ability to meet market windows or cause us to forego certain new product opportunities.

Because our long term success depends on our ability to increase the number of end users located outside of the United States, our business will be susceptible to risks associated with international operations.

As of June 30, 2010, we had international operations in China, the United Kingdom and Brazil. Our experience with wireless carriers outside the United States is limited. Although we have entered into agreements with 14 wireless carriers to provide our LBS in 29 countries and in absolute dollars our revenue from international operations increased in each of the periods presented, our revenue from the United States constituted 97%, 96% and 97% of our total revenue for fiscal 2008, 2009 and 2010, respectively. Our limited experience in operating our business outside the United States increases the risk that our current and future international expansion efforts may not be successful. In particular, our business model may not be successful in particular countries or regions outside the United States for reasons that we

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currently do not anticipate. In addition, conducting international operations subjects us to risks that we have not generally faced in the United States. These include:

- fluctuations in currency exchange rates;
- unexpected changes in foreign regulatory requirements;
- difficulties in managing the staffing of remote operations;
- potentially adverse tax consequences, including the complexities of foreign value added tax systems, restrictions on the repatriation of earnings and changes in tax rates;
- dependence on foreign wireless carriers with different pricing models;
- availability of reliable 2G, 3G and 4G mobile networks in those countries;
- requirements that we comply with local telecommunication regulations in those countries;
- the burdens of complying with a wide variety of foreign laws and different legal standards;
- increased financial accounting and reporting burdens and complexities;
- political, social and economic instability in some jurisdictions;
- terrorist attacks and security concerns in general; and
- reduced or varied protection for intellectual property rights in some countries.

The occurrence of any one of these risks could negatively affect our international business and, consequently, our operating results. Additionally, operating in international markets requires significant management attention and financial resources. We cannot be certain that the investment and additional resources required to establish, acquire or integrate operations in other countries will produce desired levels of revenue or profitability.

We rely on our management team and need additional personnel to grow our business, and the loss of one or more key employees or our inability to attract and retain qualified personnel could harm our business.

Our success and future growth depend on the skills, working relationships and continued services of our management team and in particular, our founders, Y.C. Chao, H.P. Jin and Robert Rennard. Our future performance will depend on our ability to continue to retain our senior management. Our future success also will depend on our ability to attract, retain and motivate highly skilled personnel in the United States and internationally. All of our employees work for us on an at will basis. Competition for personnel is intense, particularly in the software industry and for persons with experience with GPS and LBS. As a result, we may be unable to attract or retain qualified personnel. Our inability to attract and retain the necessary personnel could adversely affect our business. We do not maintain key person insurance for any of our personnel.

If we are unable to integrate future acquisitions successfully, our operating results and prospects could be harmed.

We have not made any acquisitions to date and we do not have any current plans, proposals or understandings relating to any material acquisitions or licenses. In the future, we may make acquisitions to improve our LBS offerings or expand to new markets. Our future acquisition strategy will depend on our ability to identify, negotiate, complete and integrate acquisitions and, if necessary, to obtain satisfactory debt or equity financing to fund those acquisitions. Mergers and acquisitions are inherently risky, and any mergers and acquisitions we complete may not be successful. Any mergers and acquisitions we may pursue would involve numerous risks, including the following:

- difficulties in integrating and managing the operations, technologies and products of the companies we acquire;
- diversion of our management's attention from normal daily operation of our business;
- our inability to maintain the key business relationships and the reputations of the businesses we acquire;
- our inability to retain key personnel of the acquired company;

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- uncertainty of entry into markets in which we have limited or no prior experience and in which competitors have stronger market positions;
- our dependence on unfamiliar affiliates and partners of the companies we acquire;
- insufficient revenue to offset our increased expenses associated with acquisitions;
- our responsibility for the liabilities of the businesses we acquire, including those which we may not anticipate; and
- our inability to maintain internal standards, controls, procedures and policies.

We may be unable to secure the equity or debt funding necessary to finance future acquisitions on terms that are acceptable to us. If we finance acquisitions by issuing equity or convertible debt securities, our existing stockholders will likely experience dilution, and if we finance future acquisitions with debt funding, we will incur interest expense and may have to comply with financial covenants and secure that debt obligation with our assets.

If our end users increase their usage of our services, our net operating income may decline because the fees we receive from our wireless carrier partners generally do not depend on usage.

With limited exceptions, our wireless carrier partners pay us fees that do not vary depending on whether or how often an end user uses our services. Historically, end users using certain mobile phones or under certain service plans tended to use our services more than other end users. We budget and operate our services by making certain assumptions about usage patterns. Over time, usage by subscribers who have access to our services under bundled plans has increased. If our end users were to further increase their usage of our services substantially or were to be permitted to use basic versions of our service for a fee, we would incur additional expenses to expand our server capacity, operate additional data centers and pay additional third party content fees. These additional costs would harm our operating results and financial condition.

We may be required to incur unanticipated capital expenditures.

Circumstances may arise that require us to make unanticipated capital expenditures including:

- the implementation of our equipment at new data centers and expansion of our operations at data centers;
- the replacement of outdated or failing equipment; and
- the acquisition of key technologies to support or expand our LBS.

We rely on network infrastructures provided by our wireless carrier partners and mobile phones for the delivery of our LBS to end users.

We generally provide our services from our own servers, which require close integration with the wireless carriers' networks. We may be unable to provide high quality services if the wireless carriers' networks perform poorly or experience delayed response times. Our future success will depend on the availability and quality of our wireless carrier partners' networks in the United States and abroad to run our LBS. This includes deployment and maintenance of reliable 2G, 3G and 4G networks with the speed, data capacity and security necessary to provide reliable wireless communications services. We do not establish or maintain these wireless networks and have no control over interruptions or failures in the deployment and maintenance by wireless carrier partners of their network infrastructure. In addition, these wireless network infrastructures may be unable to support the demands placed on them if the number of subscribers increases, or if existing or future subscribers increase their use of limited bandwidth. Market acceptance of our LBS will depend in part on the quality of these wireless networks and the ability of our wireless carrier partners to effectively manage their subscribers' expectations.

Wireless communications have experienced a variety of outages and other delays as a result of infrastructure and equipment failures and could face outages and delays in the future. These outages and delays could affect our ability to provide our LBS successfully. In addition, changes by a wireless carrier to network infrastructure may interfere with the integration of our servers with their network and delivery of our LBS and may cause end users to lose functionality for services they have already purchased. Any of the foregoing could harm our business, operating results and financial condition.

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We cannot control the quality standards of our wireless carrier partners, their mobile phone providers and other technology partners. We cannot guarantee that the mobile phones are free from errors or defects. If errors or defects occur in mobile phones or services offered by our wireless carrier partners, it could result in consumers terminating our services, damage to our reputation, increased customer service and support costs, warranty claims, lost revenue and diverted development resources, any of which could adversely affect our business, results of operations and financial condition.

Mergers, consolidations or other strategic transactions in the wireless communications industry could weaken our competitive position, reduce the number of our wireless carrier partners and adversely affect our business.

The wireless communications industry continues to experience consolidation and an increased formation of alliances among wireless carriers and between wireless carriers and other entities. Should one of our wireless carrier partners consolidate or enter into an alliance with another carrier, this could have a material adverse impact on our business. For example, our wireless carrier partner Alltel was acquired by Verizon in early 2009. Although we had an agreement with Alltel to be the exclusive white label provider of navigation services, Verizon elected to discontinue selling mobile phones preloaded with our LBS. We have experienced a decline in our revenue from the combined entity as a result of this decision, and expect this decline to continue. Such a consolidation or alliance may cause us to lose a wireless carrier partner or require us to reduce prices as a result of enhanced customer leverage, which would have a negative effect on our business. We may not be able to expand our base of wireless carrier partners to offset revenue declines if we lose a wireless carrier partner or if the number of end users for our services declines.

In addition, if two or more of our competitors or wireless carrier partners were to merge or partner, the change in the competitive landscape could adversely affect our ability to compete effectively. Our competitors may also establish or strengthen cooperative relationships with their wireless carrier partners, sales channel partners or other parties with whom we have strategic relationships, thereby limiting our ability to promote our LBS. These events could reduce our revenue and adversely affect our operating results.

Reduced expenditures for mobile phones or wireless services due to adverse or uncertain economic conditions may negatively affect our business and results of operations.

Recent adverse economic conditions and future uncertainties may directly affect the marketing and distribution of mobile phones and our LBS by our wireless carrier partners. As current and future conditions in the domestic and global economies remain uncertain, it is difficult to estimate the level of economic growth, which may cause some wireless carriers to emphasize marketing basic voice services rather than data services, such as LBS. In addition, subscribers may try to reduce their monthly expenses by reducing spending on discretionary wireless services, such as ours. Accordingly, the future direction of the overall domestic and global economies will have an impact on our overall performance. Economic conditions are beyond our control. If these economic conditions worsen or fail to improve, we may experience reduced demand for and pricing pressure on our LBS, which could harm our operating results.

Risks related to our intellectual property and regulation

We operate in an industry with extensive intellectual property litigation. Claims of infringement against us or our wireless carrier partners may cause our business, operating results and financial condition to suffer.

Our commercial success depends in part upon us and our customers not infringing intellectual property rights owned by others and being able to resolve claims of intellectual property infringement without major financial expenditures. We operate in an industry with extensive intellectual property litigation and it is not uncommon for our wireless carrier partners and competitors to be involved in infringement lawsuits by or against third parties. Many industry participants that own, or claim to own, intellectual property aggressively assert their rights, and our wireless carrier partners, which we agree in certain circumstances to indemnify for intellectual property infringement claims related to our services, are often targets of such assertions. We cannot determine with certainty whether any existing or future third party intellectual property rights would require us to alter our technologies, obtain licenses or cease certain activities.

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We have received, and may in the future receive, claims from third parties asserting infringement and other related claims. For example, on November 17, 2009, WRE-Hol, LLC filed a complaint against us in the United States District Court for the Western District of Washington (Case No. 2:09-cv-01642-MJP) alleging that we infringe a patent owned by WRE-Hol, LLC. According to the patent, the invention generally relates to a system and method for providing navigation and automated guidance to a mobile user. The complaint seeks unspecified monetary damages, fees and expenses, and injunctive relief against us. On January 25, 2010, we answered the WRE-Hol complaint asserting that the patent-in-suit is not infringed and is invalid and unenforceable. On March 11, 2010, WRE-Hol amended its complaint to add a new defendant, and we subsequently answered, repeating our assertions that the patent-in-suit is not infringed and is invalid and unenforceable. On April 27, 2010, we filed a reexamination request for all of the claims of the asserted patent before the U.S. Patent and Trademark Office. On April 29, 2010, we filed a motion to stay the litigation pending the reexamination. On May 3, 2010, WRE-Hol filed a motion for leave to amend the complaint against us, seeking to add claims for misappropriation of trade secrets against us and our founders, Y.C. Chao, H.P. Jin and Robert Rennard. WRE-Hol's motion for leave to amend also seeks to add a breach of contract claim against us and a claim for wrongful inventorship involving two of our patents, requesting a declaratory judgment that a WRE-Hol inventor be named as an inventor on these patents. On July 19, 2010, the U.S. Patent and Trademark Office issued an order granting inter partes reexamination of all 51 claims of the WRE-Hol '625 patent. On July 23, 2010, the district court issued an order granting WRE-Hol's motion for leave to amend its complaint, but at the same time stayed the entire litigation pending completion of the reexamination. The stay of the litigation extends to the new claims the court allowed. On September 13, 2010, the U.S. Patent and Trademark Office rejected 44 of the 51 WRE-Hol patent claims in a non-final first office action and confirmed seven of the 51 claims. Additionally, on December 31, 2009, Vehicle IP, LLC filed a complaint against us in the U.S. District Court for the District of Delaware (Case No. 1:09-cv-01007-JJF) alleging that certain of our navigation services, including our GPS Navigator, infringe a patent owned by Vehicle IP, LLC. According to the patent, the invention generally relates to a navigation system that determines an expected time of arrival. The complaint seeks unspecified monetary damages, fees and expenses and injunctive relief against us. On March 11, 2010, we answered the complaint, asserting that the patent-in-suit is not infringed and is invalid. Vehicle IP denied these counterclaims and requested that they be dismissed. Verizon Wireless was named as a co-defendant in the Vehicle IP litigation based on the VZ Navigator product and has demanded that we indemnify and defend Verizon against Vehicle IP. AT&T Mobility was also named as a co-defendant in the Vehicle IP litigation based on the AT&T Navigator product. AT&T Mobility has tendered the defense of the litigation to us and we are defending the case on behalf of AT&T Mobility. The court has not yet ordered a scheduling conference for the litigation. Furthermore, on April 30, 2010, Traffic Information, LLC filed a complaint against us in the U.S. District Court for the Eastern District of Texas (Case No. 2:10-cv-00145-TJW). The lawsuit alleges that certain of our products and/or services infringe U.S. Patent No. 6,785,606, and that we induce infringement and contribute to the infringement of U.S. Patent No. 6,785,606 by others. According to the patent, the invention generally relates to a system for providing traffic information to a plurality of mobile users connected to a network. The complaint seeks unspecified monetary damages, fees and expenses and injunctive relief against us. On May 28, 2010, Traffic Information, LLC filed an amended complaint, adding a new claim that certain of our products and/or services infringe U.S. Patent No. 6,466,862, and that we induce infringement and contribute to the infringement of U.S. Patent No. 6,466,862 by others. According to the patent, the invention generally relates to a system for providing traffic information to a plurality of mobile users connected to a network. The amended complaint seeks unspecified monetary damages, fees and expenses and injunctive relief against us. Due to the preliminary status of these lawsuits and uncertainties related to litigation, we are unable to evaluate the likelihood of either favorable or unfavorable outcomes. Accordingly, we are unable at this time to estimate the effects of these lawsuits on our financial condition, results of operations, or cash flows.

These cases and future litigation may make it necessary to defend ourselves and our wireless carrier partners by determining the scope, enforceability and validity of third party proprietary rights or to establish our proprietary rights. Some of our competitors may have substantially greater resources than we do and may be able to sustain the costs of complex intellectual property litigation to a greater degree and for longer periods of time than we could. In addition, patent holding companies that focus solely on extracting royalties and settlements by enforcing patent rights may target us or our wireless carrier partners. These companies typically have little or no product revenue and therefore our patents

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may provide little or no deterrence against such companies filing patent infringement lawsuits against us. Regardless of whether claims that we are infringing patents or other intellectual property rights have any merit, these claims are time consuming and costly to evaluate and defend and could:

- adversely affect our relationships with our current or future wireless carrier partners;
- cause delays or stoppages in the shipment of TeleNav enabled mobile phones, or cause us to modify or suspend the provision of our LBS;
- cause us to incur significant expenses in defending claims brought against our wireless carrier partners or us;
- divert management's attention and resources;
- subject us to significant damages or settlements;
- require us to enter into settlements, royalty or licensing agreements on unfavorable terms; or
- require us to cease certain activities.

In addition to liability for monetary damages against us or, in certain circumstances, our wireless carrier partners, we may be prohibited from developing, commercializing or continuing to provide certain of our LBS unless we obtain licenses from the holders of the patents or other intellectual property rights. We cannot assure you that we will be able to obtain any such licenses on commercially reasonable terms, or at all. If we do not obtain such licenses, our business, operating results and financial condition could be materially adversely affected and we could, for example, be required to cease offering our LBS or be required to materially alter our LBS, which could involve substantial costs and time to develop.

Indemnity provisions in various agreements potentially expose us to substantial liability for intellectual property infringement, damages caused by defective software and other losses.

Our agreements with our wireless carrier partners include indemnification provisions. We agree to indemnify them for losses suffered or incurred in connection with our LBS, including as a result of intellectual property infringement, damages caused by defects and damages caused by viruses, worms and other malicious software. The term of these indemnity provisions is generally perpetual after execution of the corresponding agreement, and the maximum potential amount of future payments we could be required to make under these indemnification provisions is generally substantial and may be unlimited. In addition, some of these agreements permit our indemnitees to terminate their agreements with us if they determine that the use of our LBS infringes third party intellectual property.

We have received, and expect to receive in the future, demands for indemnification under these agreements. These demands can be very expensive to settle or defend, and we have in the past incurred substantial legal fees in connection with certain of these indemnity demands. For example, we have been notified by several wireless carriers that they have been named as defendants in three patent infringement cases for which they may seek indemnification from us. See the section entitled "Legal Proceedings." These indemnity demands relate to pending litigation and remain outstanding and unresolved as of the date of this Form 10-Q. Large future indemnity payments and associated legal fees and expenses, including potential indemnity payments and legal fees and expenses relating to the current or future notifications, could materially harm our business, operating results and financial condition.

We may in the future agree to defend and indemnify our wireless carrier partners in connection with the pending notifications or future demands, irrespective of whether we believe that we have an obligation to indemnify them or whether we believe that our services and products infringe the asserted intellectual property rights. Alternatively, we may reject certain of our wireless carrier partners' indemnity demands, which may lead to disputes with our wireless carrier partners and may negatively impact our relationships with them or result in litigation against us. Our wireless carrier partners may also claim that any rejection of their indemnity demands constitutes a material breach of our agreements with them, allowing them to terminate such agreements. Our agreements with Sprint and AT&T may be terminated in the event an infringement claim is made against us and it is reasonably determined that there is a possibility our technology or services infringed upon a third party's rights. If, as a result of indemnity demands, we make substantial payments, our relationships with our wireless carrier partners are negatively impacted or if any of our wireless carrier agreements is terminated, our business, operating results and financial condition could be materially adversely affected. See the section entitled "Legal Proceedings."

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The occurrence or perception of a security breach or disclosure of confidential information could harm our business.

Our LBS include the transmission and storage of personal, private and confidential information primarily related to the location of our end users. If there is a security breach or if there is an inappropriate disclosure of any of these types of information, we could be exposed to investigations, litigation, fines and penalties. Remediation of and liability for loss or misappropriation of end user or employee personal information could have a material adverse effect on our business and financial results. Even if we were not held liable for such event, a security breach or inappropriate disclosure of personal, private or confidential information could harm our reputation and our relationships with current and potential end users. Even the perception of a security risk could inhibit market acceptance of our LBS. In addition, we may be required to invest additional resources to protect against damages caused by any actual or perceived disruptions of our LBS or security breaches. We may also be required to provide information about the location of an end user's mobile phone (or vehicle, with respect to certain TeleNav Track services) to government authorities, which could result in public perception that we are providing the government with intelligence information and deter some end users from using our services. Any of these developments could harm our business.

Changes in government regulation of the wireless communications industry may adversely affect our business.

It is possible that a number of laws and regulations may be adopted in the United States and elsewhere that could restrict the wireless communications industry, including laws and regulations regarding lawful interception of personal data, use of mobile phones while driving, privacy, taxation, content suitability, copyright and antitrust. Furthermore, the growth and development of electronic storage of personal information may prompt calls for more stringent consumer protection laws that may impose additional burdens on companies such as ours that store personal information. We anticipate that regulation of our industry will increase and that we will be required to devote legal and other resources to address this regulation. Changes in current laws or regulations or the imposition of new laws and regulations in the United States or elsewhere regarding the wireless communications industries may lessen the growth of wireless communications services and may materially reduce our ability to increase or maintain sales of our LBS.

We may become subject to significant product liability costs.

If our LBS or products contain defects, there are errors in the maps supplied by third party map providers or if our end users do not heed our warnings about the proper use of these products, collisions or accidents could occur resulting in property damage, personal injury or death. If any of these events occurs, we could be subject to significant liability for personal injury and property damage and under certain circumstances could be subject to a judgment for punitive damages. We maintain limited insurance against accident related risks involving our products. However, we cannot assure you that this insurance would be sufficient to cover the cost of damages to others or will continue to be available at commercially reasonable rates. In addition, insurance coverage generally will not cover awards of punitive damages and may not cover the cost of associated legal fees and defense costs. If we are unable to maintain sufficient insurance to cover product liability costs or if our insurance coverage does not cover an award, our business, financial condition and results of operations could be adversely affected.

Government regulation designed to protect end user privacy may make it difficult for us to provide our services or adopt advertising based revenue models.

We transmit and store a large volume of personal information in the course of providing our LBS. This information is increasingly subject to legislation and regulations in numerous jurisdictions around the world. This government action is typically intended to protect the privacy and security of personal information that is collected, stored and transmitted in or from the governing jurisdiction.

Legislation may also be adopted in various jurisdictions that prohibits use of personal information and search histories to target end users with tailored advertising, or provide advertising at all. Although our current business model does not rely on advertising revenue, we may explore advertising revenue in the future to improve ARPU in certain markets.

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We could be adversely affected if domestic or international legislation or regulations are expanded to require changes in our business practices or if governing jurisdictions interpret or implement their legislation or regulations in ways that negatively affect our business. For example, the USA PATRIOT Act provides certain rights to U.S. law enforcement authorities to obtain personal information in the control of U.S. persons and entities without notifying the affected individuals. If we are required to allocate significant resources to modify the delivery of our services to enable enhanced legal interception of the personal information that we transmit and store, our results of operations and financial condition may be adversely affected.

In addition, because various foreign jurisdictions have different laws and regulations concerning the storage and transmission of personal information, we may face unknown requirements that pose compliance challenges in new international markets that we seek to enter. Such variation could subject us to costs, delayed service launches, liabilities or negative publicity that could impair our ability to expand our operations into some countries and therefore limit our future growth.

As privacy and data protection have become more sensitive issues, we may also become exposed to potential liabilities as a result of differing views on the privacy of personal information. These and other privacy concerns could adversely impact our business, results of operations and financial condition.

If we are unable to protect our intellectual property and proprietary rights, our competitive position and our business could be harmed.

We rely primarily on a combination of patent laws, trademark laws, copyright laws, trade secrets, confidentiality procedures and contractual provisions to protect our proprietary technology. However, our issued patents and any future patents that may issue may not survive a legal challenge to their scope, validity or enforceability, or provide significant protection for us. The failure of our patents to adequately protect our technology might make it easier for our competitors to offer similar products or technologies. In addition, patents may not issue from any of our current or any future applications.

Monitoring unauthorized use of our intellectual property is difficult and costly. The steps we have taken to protect our proprietary rights may not be adequate to prevent misappropriation of our intellectual property. We may not be able to detect unauthorized use of, or take appropriate steps to enforce, our intellectual property rights. Our competitors may also independently develop similar technology. In addition, the laws of many countries do not protect our proprietary rights to as great an extent as do the laws of the United States. Any failure by us to meaningfully protect our intellectual property could result in competitors offering products that incorporate our most technologically advanced features, which could seriously reduce demand for our LBS. In addition, we may in the future need to initiate infringement claims or litigation. Litigation, whether we are a plaintiff or a defendant, can be expensive, time consuming and may divert the efforts of our technical staff and managerial personnel, which could harm our business, whether or not such litigation results in a determination favorable to us.

Confidentiality agreements with employees and others may not adequately prevent disclosure of our trade secrets and other proprietary information.

We have devoted substantial resources to the development of our proprietary technology, including the proprietary software components of our LBS and related processes. In order to protect our proprietary technology and processes, we rely in part on confidentiality agreements with our employees, licensees, independent contractors and other advisors. These agreements may not effectively prevent disclosure of our confidential information and may not provide an adequate remedy in the event of unauthorized disclosure of our confidential information. In addition, others may independently discover trade secrets and proprietary information, and in such cases we could not assert any trade secret rights against such parties. Costly and time consuming litigation could be necessary to enforce and determine the scope of our proprietary rights, and failure to obtain or maintain trade secret protection could adversely affect our competitive business position.

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We use open source software in our LBS platform and client applications that may subject our LBS platform and client applications to general release or require us to re-engineer our LBS platform and client applications, which may cause harm to our business. We use open source software in our LBS platform and client applications and may use more open source software in the future. From time to time, there have been claims challenging the ownership of open source software against companies that incorporate open source software into their products. As a result, we could be subject to suits by parties claiming ownership of what we believe to be open source software. Some open source licenses contain requirements that we make available source code for modifications or derivative works we create based upon the open source software and that we license such modifications or derivative works under the terms of a particular open source license or other license granting third parties certain rights of further use. If we combine our proprietary software products with open source software in a certain manner, we could, under certain of the open source licenses, be required to release our proprietary source code. In addition to risks related to license requirements, usage of open source software can lead to greater risks than use of third party commercial software, as open source licensors generally do not provide warranties or controls on origin of the software. Open source license terms may be ambiguous and many of the risks associated with usage of open source cannot be eliminated, and could, if not properly addressed, negatively affect our business. If we were found to have inappropriately used open source software, we may be required to release our proprietary source code, re-engineer our LBS platform and client applications, discontinue the sale of our service in the event re-engineering cannot be accomplished on a timely basis or take other remedial action that may divert resources away from our development efforts, any of which could adversely affect our business, operating results and financial condition.

Risks related to being a publicly traded company and holding our common stock

As a public company, we are obligated to develop and maintain effective internal controls over financial reporting. We may not complete our analysis of our internal controls over financial reporting in a timely manner, or these internal controls may not be determined to be effective, which may adversely affect investor confidence in our company and, as a result, the value of our common stock.

We will be required, pursuant to Section 404 of the Sarbanes-Oxley Act, to furnish a report by management on, among other things, the effectiveness of our internal control over financial reporting for the fiscal year ending June 30, 2011. This assessment will need to include disclosure of any material weaknesses identified by our management in our internal control over financial reporting. Our auditors will also have to issue an opinion on the effectiveness of our internal control over financial reporting.

We are in the very early stages of the costly and challenging process of compiling the system and processing documentation necessary to perform the evaluation needed to comply with Section 404. We may not be able to complete our evaluation, testing and any required remediation in a timely fashion. During the evaluation and testing process, if we identify one or more material weaknesses in our internal control over financial reporting, we will be unable to assert that our internal controls are effective until such time that appropriate remediation has taken place. If we are unable to conclude that our internal control over financial reporting is effective, or if our auditors were to express an adverse opinion on the effectiveness of our internal controls because we had one or more material weaknesses, we could lose investor confidence in the accuracy and completeness of our financial reports, which could cause the price of our common stock to decline.

We are currently subject to securities class action litigation and may be subject to similar litigation in the future. If the outcome of this litigation is unfavorable, it could have a material adverse effect on our financial condition, results of operations and cash flows.

On September 2, 2010, a purported stockholder class action was filed by David Smith in the United States District Court for the Northern District of California (Case No. 3:10-CV-03942-SC) against us, certain of our officers and directors, and certain of our underwriters for our May 13, 2010 initial public offering. The complaint purports to be brought on behalf of all persons who acquired shares of our common stock pursuant to our May 13, 2010 initial public offering, traceable to our Form S-1/A Registration Statement and Prospectus filed with the Securities and Exchange Commission, or the SEC, on May 13, 2010. The complaint alleges that we, certain of our officers and directors, and certain of our underwriters for the initial public offering violated the Securities Act by issuing the Registration Statement and Prospectus, which the plaintiff alleges contained material misstatements and omissions in violation of Sections 11

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and 15 of the Securities Act. Specifically, the complaint alleges that we failed to disclose in our May 13, 2010 Registration Statement and Prospectus that we would soon be renegotiating our current contract with Sprint, our largest customer, which would result in our revenue being reduced. The complaint seeks class certification, compensatory damages, attorneys' fees and costs, rescission or a rescissory measure of damages, equitable and/or injunctive relief, and such other relief as the court may deem proper. David Smith and his attorneys have filed a motion for appointment as lead plaintiff and lead counsel, which will be heard on December 17, 2010. No other such motions have been filed. We deny the plaintiff's allegations and believe that our defenses to this action have merit. We intend to vigorously defend against this action and file a motion to dismiss the complaint. Due to the preliminary status of the lawsuit and uncertainties related to litigation, we are unable to evaluate the likelihood of either a favorable or unfavorable outcome. We cannot currently estimate a range of any possible losses we may experience in connection with this case. Accordingly, we are unable at this time to estimate the effects of this complaint on our financial condition, results of operations or cash flows.

In the future, especially following periods of volatility in the market price of our shares, other purported class action or derivative complaints may be filed against us. The outcome of the pending and potential future litigation is difficult to predict and quantify and the defense of such claims or actions can be costly. In addition to diverting financial and management resources and general business disruption, we may suffer from adverse publicity that could harm our brand or reputation, regardless of whether the allegations are valid or whether we are ultimately held liable. A judgment or settlement that is not covered by or is significantly in excess of our insurance coverage for any claims, or our obligations to indemnify the underwriters and the individual defendants, could materially and adversely affect our financial condition, results of operations and cash flows.

Our stock price could decline due to the large number of outstanding shares of our common stock eligible for future sale.

Sales of substantial amounts of our common stock in the public market following our initial public offering, or the perception that these sales could occur, could cause the market price of our common stock to decline. These sales could also make it more difficult for us to sell equity or equity related securities in the future at a time and price that we deem appropriate.

Upon completion of the release of the underwriters' lockup from our initial public offering on or about November 15, 2010, 34,929,223 shares will be eligible for sale upon the expiration of lock-up agreements, subject in some cases to volume and other restrictions of Rule 144 and Rule 701 under the Securities Act.

In the past, we identified a material weakness in our internal control over financial reporting, and if in the future we identify material weaknesses our ability to operate our business may be adversely affected.

In the past, we identified a material weakness in our internal control over financial reporting which we have remediated. We may in the future identify additional material weaknesses. Implementing any appropriate changes to our internal controls to address such a material weakness may distract our officers and employees, entail substantial costs to modify our existing processes and add necessary personnel as well as take significant time to complete. These changes may not, however, be effective in achieving or maintaining the adequacy of our internal controls, and any failure to maintain that adequacy, or consequent inability to produce accurate financial statements on a timely basis, could increase our operating costs and harm our business. We cannot assure you that there will not be material weaknesses in our internal controls in the future. If we fail to address material weaknesses in our internal control over financial reporting, our ability to operate our business may be adversely affected.

We will incur increased costs and demands upon management as a result of complying with the laws and regulations affecting public companies, which could harm our operating results.

As a public company, we will incur significant legal, accounting, investor relations and other expenses that we did not incur as a private company, including costs associated with public company reporting requirements. We also have incurred and will incur costs associated with current corporate governance requirements, including requirements under Section 404 and other provisions of the Sarbanes-Oxley Act, as well as rules implemented by the SEC and the stock exchange on which our common stock is traded. The expenses incurred by public companies for reporting and corporate

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governance purposes have increased dramatically over the past several years. We expect these rules and regulations to increase our legal and financial compliance costs substantially and to make some activities more time consuming and costly. We are unable currently to estimate these costs with any degree of certainty. We also expect that, as a public company, it will be more expensive for us to obtain director and officer liability insurance. As a result, it may be more difficult for us to attract and retain qualified individuals to serve on our board of directors or as our executive officers.

Regulations relating to offshore investment activities by residents of China may limit our ability to acquire Chinese companies and could adversely affect our business.

In October 2005, SAFE, a Chinese government agency, promulgated “Relevant Issues Concerning Foreign Exchange Control on Domestic Residents’ Corporate Financing and Roundtrip Investment Through Offshore Special Purpose Vehicles,” or Circular 75, that states that if Chinese residents use assets or equity interests in their Chinese entities as capital contributions to establish offshore companies or inject assets or equity interests of their Chinese entities into offshore companies to raise capital overseas, they must register with local SAFE branches with respect to their overseas investments in offshore companies. They must also file amendments to their registrations if their offshore companies experience material events involving capital variation, such as changes in share capital, share transfers, mergers and acquisitions, spinoff transactions, long term equity or debt investments or uses of assets in China to guarantee offshore obligations. Under this regulation, their failure to comply with the registration procedures set forth in such regulation may result in restrictions being imposed on the foreign exchange activities of the relevant Chinese entity, including restrictions on the payment of dividends and other distributions to its offshore parent, as well as restrictions on the capital inflow from the offshore entity to the Chinese entity.

We attempt to comply, and attempt to ensure that our stockholders who are subject to Circular 75 and other related rules comply, with the relevant requirements. However, we cannot provide any assurances that all of our stockholders who are Chinese residents have complied or will comply with our request to make or obtain any applicable registrations or comply with other requirements required by Circular 75 or other related rules. Any future failure by any of our stockholders who is a Chinese resident, or controlled by a Chinese resident, to comply with relevant requirements under this regulation could subject us to fines or sanctions imposed by the Chinese government, including restrictions on our Chinese subsidiary’s ability to pay dividends or make distributions to us.

We may be subject to fines and legal sanctions if we or our employees who are Chinese citizens fail to comply with Chinese regulations relating to employee stock options granted to Chinese citizens.

On December 25, 2006, the PBOC, a Chinese government agency, issued the “Administration Measures on Individual Foreign Exchange Control,” and its implementation rules were issued by SAFE and took effect as of February 1, 2007. Under these regulations, all foreign exchange matters involved in an employee stock option plan or similar plan in which Chinese citizens participate requires approval from the SAFE or its authorized branch. On March 28, 2007, SAFE promulgated the “Application Procedure of Foreign Exchange Administration for Domestic Individuals Participating in Employee Stock Holding Plan or Stock Option Plan of Overseas-Listed Company,” or the Stock Option Rule. Under the Stock Option Rule, Chinese citizens who are granted stock options or restricted share units, or issued restricted shares by an overseas publicly listed company are required to complete certain procedures and transactional foreign exchange matters upon the examination by, and approval of, SAFE. We and our employees who are Chinese citizens who have been granted stock options are subject to the Stock Option Rule. Although we have made an application to SAFE, our request may not be granted in a timely manner, if at all. If the relevant Chinese regulatory authority determines that our Chinese employees who hold such options or our Chinese subsidiaries fail to comply with these regulations after our listing, such employees and our Chinese subsidiaries may be subject to fines and legal sanctions.

If securities analysts do not publish research or reports about our business or if they publish negative evaluations of our stock, the price of our stock could decline.

We expect that the trading price for our common stock will be affected by any research or reports that industry or financial analysts publish about us or our business. If one or more of the analysts who may elect to cover us downgrade their evaluations of our stock, the price of our stock could decline. For example, in late July 2010, we announced that we

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were in discussions with Sprint to renegotiate our agreement and several financial analysts published research reports downgrading our stock. After our announcement and the publication of these reports, our stock price fell almost 40% in a single day. If one or more of these analysts cease coverage of our company, our stock may lose visibility in the market, which in turn could cause its price to decline. If our stock continues to trade at prices below \$5.00 per share, financial analysts may terminate coverage of our company due to internal policies within their investment banks, which could result in further stock price declines.

Our stock price has fluctuated and declined significantly since our initial public offering in May 2010, and may continue to fluctuate or decline in the future.

Our common stock was sold in our initial public offering at \$8.00 per share. Although our common stock traded at prices as high as \$11.48 per share shortly after our initial public offering, it has also traded at prices as low as \$4.65 more recently. Future fluctuations or declines in the trading price of our common stock may result from a number of events or factors, including those discussed in the preceding risk factors relating to our operations, as well as:

- actual or anticipated fluctuations in our operating results;
- changes in the financial projections we may provide to the public or our failure to meet these projections;
- announcements by us or our competitors of significant technical innovations, acquisitions, strategic partnerships, joint ventures, capital raising activities or capital commitments;
- the public's response to our press releases or other public announcements, including our filings with the SEC; and
- lawsuits threatened or filed against us.

General market conditions and domestic or international macroeconomic factors unrelated to our performance, such as the continuing unprecedented volatility in the financial markets, may also affect our stock price. For these reasons, investors should not rely on recent trends to predict future stock prices or financial results. Investors in our common stock may not be able to dispose of the shares they purchased at prices above the initial public offering price, or, depending on market conditions, at all.

The concentration of ownership of our capital stock limits your ability to influence corporate matters.

Our executive officers, directors, current 5% or greater stockholders and entities affiliated with them beneficially owned (as determined in accordance with the rules of the SEC) approximately 62.7% of our common stock outstanding as of September 30, 2010. This significant concentration of share ownership may adversely affect the trading price for our common stock because investors often perceive disadvantages in owning stock in companies with controlling stockholders. Also, these stockholders, acting together, will be able to control our management and affairs and matters requiring stockholder approval, including the election of directors and the approval of significant corporate transactions, such as mergers, consolidations or the sale of substantially all of our assets. Consequently, this concentration of ownership may have the effect of delaying or preventing a change of control, including a merger, consolidation or other business combination involving us, or discouraging a potential acquirer from making a tender offer or otherwise attempting to obtain control, even if that change of control would benefit our other stockholders.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds.

Use of Proceeds

On May 13, 2010, our registration statement (No. 333-162771) on Form S-1 was declared effective for our initial public offering, pursuant to which we registered the offering and sale of an aggregate of 6,550,000 shares of common stock, at a price of \$8.00 per share. Included in the above amount is the underwriter's over-allotment of 1,050,000 shares of common stock, which over-allotment was exercised on May 17, 2010. Upon the closing of the initial public offering, all shares of convertible preferred stock outstanding automatically converted into 23,345,247 shares of common stock and we issued a stock dividend of 636,139 shares of our common stock to holders of our Series E preferred stock upon

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the conversion of those preferred shares into common stock. The offering, which closed on May 18, 2010, did not terminate until after the sale of all of the shares registered on the registration statement. The managing underwriters were J.P. Morgan Securities Inc. and Deutsche Bank Securities Inc.

As a result of the offering, we received net proceeds of approximately \$44.6 million, which is comprised of gross proceeds from shares we issued in the initial public offering of \$52.4 million, offset by underwriting discounts and commissions of \$3.7 million and total offering costs of \$4.1 million. No payments for such expenses were made directly or indirectly to (i) any of our officers or directors or their associates, (ii) any persons owning 10% or more of any class of our equity securities, or (iii) any of our affiliates. We invested the net proceeds in investment-grade, interest bearing instruments, pending their use to fund working capital and capital expenditures.

Item 5. Other Information

Our Board of Directors has authorized the company to repurchase up to \$20 million, inclusive of broker fees, of its common stock under a share repurchase program, in compliance with Rule 10b-18 of the Exchange Act. The timing and amount of repurchase transactions under this program will depend on market conditions and other considerations. All of the repurchases will be funded by our available working capital and the duration of the repurchase program is 12 months, although it may be extended, suspended or discontinued without prior notice.

Item 6. Exhibits.

<u>Exhibit Number</u>	<u>Description</u>	<u>Incorporated by Reference From Form</u>	<u>Incorporated by Reference From Exhibit Number</u>	<u>Date Filed</u>
10.13.4*	Amendment No. 3 to the Sprint Master Application and Services Agreement, dated as of January 30, 2009, as amended, by and between TeleNav, Inc. and Sprint United Management Company, effective as of September 1, 2010	Filed herewith		
10.15.2*	Amendment No. 2 to the License Agreement, dated as of July 1, 2009, as amended, by and between TeleNav, Inc. and Tele Atlas North America, Inc., effective as of August 1, 2010	Filed herewith		
31.1	Certification Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 of President and Chief Executive Officer	Filed herewith		
31.2	Certification Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 of Chief Financial Officer	Filed herewith		
32.1~	Certification Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 of President and Chief Executive Officer	Furnished herewith		
32.2~	Certification Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 of Chief Financial Officer	Furnished herewith		

* Portions of the exhibit have been omitted pursuant to a request for confidential treatment filed with the Securities and Exchange Commission.

~ In accordance with Item 601(b)(32)(ii) of Regulation S-K and SEC Release No. 33-8238 and 34-47986, Final Rule: Management's Reports on Internal Control Over Financial Reporting and Certification of Disclosure in Exchange Act Periodic Reports, the certifications furnished in Exhibits 32.1 and 32.2 hereto are deemed to accompany this Form 10-Q and will not be deemed "filed" for purposes of Section 18 of the Exchange Act. Such certifications will not be deemed to be incorporated by reference into any filings under the Securities Act or the Exchange Act, except to the extent that the registrant specifically incorporates it by reference.

EXHIBIT LIST

<u>Exhibit Number</u>	<u>Description</u>	<u>Incorporated by Reference From Form</u>	<u>Incorporated by Reference From Exhibit Number</u>	<u>Date Filed</u>
10.13.4*	Amendment No. 3 to the Sprint Master Application and Services Agreement, dated as of January 30, 2009, as amended, by and between TeleNav, Inc. and Sprint United Management Company, effective as of September 1, 2010	Filed herewith		
10.15.2*	Amendment No. 2 to the License Agreement, dated as of July 1, 2009, as amended, by and between TeleNav, Inc. and Tele Atlas North America, Inc., effective as of August 1, 2010	Filed herewith		
31.1	Certification Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 of President and Chief Executive Officer	Filed herewith		
31.2	Certification Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 of Chief Financial Officer	Filed herewith		
32.1~	Certification Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 of President and Chief Executive Officer	Furnished herewith		
32.2~	Certification Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 of Chief Financial Officer	Furnished herewith		

* Portions of the exhibit have been omitted pursuant to a request for confidential treatment filed with the Securities and Exchange Commission.

~ In accordance with Item 601(b)(32)(ii) of Regulation S-K and SEC Release No. 33-8238 and 34-47986, Final Rule: Management's Reports on Internal Control Over Financial Reporting and Certification of Disclosure in Exchange Act Periodic Reports, the certifications furnished in Exhibits 32.1 and 32.2 hereto are deemed to accompany this Form 10-Q and will not be deemed "filed" for purposes of Section 18 of the Exchange Act. Such certifications will not be deemed to be incorporated by reference into any filings under the Securities Act or the Exchange Act, except to the extent that the registrant specifically incorporates it by reference.

AMENDMENT NO. 3 TO SPRINT MASTER APPLICATION AND SERVICES AGREEMENT

This Amendment No. 3 (“Amendment No. 3”) to the Sprint Master Application and Services Agreement (“Agreement”) effective September 1, 2010 (“Amendment No. 3 Effective Date”) is between Sprint United Management Company (“Sprint”), and TeleNav, Inc., a Delaware corporation (“Supplier”). Except as otherwise indicated, defined terms in this Amendment have the same meaning as in the Agreement.

I. Background

- A. The parties entered into the Agreement on January 30, 2009.
The parties entered into Amendment No. 1 effective July 1, 2009.
The parties entered into Amendment No. 2 effective December 16, 2009.
The parties entered into an Addendum dated March 12, 2010.
- B. The parties agree to modify the Agreement as set forth in this Amendment No. 3.

The parties agree as follows:

II. Amendment

- A. The Agreement is amended by adding the following additional text at the end of Section 2.e:
Subject to the Terms of this Agreement, as between Sprint and Company, for those Applications branded “TeleNav” the then-current TeleNav Terms of Use for such Application will apply as between the user, Sprint and Supplier.
- B. This Agreement will be amended by the deleting of Section 10 and replacing it as follows:
ADVERTISING
Company will ensure that all advertising that is served to or displayed on any Device of any Sprint User, will comply with the terms of **Exhibit J**.
- C. This Agreement is amended by deleting Section 6.d. in its entirety and replacing it as follows:
No Other Services [*****]. Company is prohibited from including Other Services, or [*****] in connection with the Content to Users or Active Subscribers, except in compliance with the [*****]
- D. This Agreement is amended by deleting Section 6.e. (1) and (2) in its entirety..
- E. This Agreement is amended by deleting Section 6.f in its entirety and replacing it as follows:
Preferred Supplier Status. Company will be Sprint’s preferred Application 5 (as defined in Section 1 (e)) Supplier, until December 31, 2012, and subject to Sprint’s rights in Section 25, Sprint will use reasonable commercially efforts to feature Supplier’s navigation services more prominently than other navigation applications on handsets and will use reasonable commercial efforts consistent with Sprint’s overall product and pre-load strategy [*****]. In addition, Sprint shall use reasonable commercial efforts to feature Supplier’s navigation services more prominently than other navigation applications as it aligns with Sprints overall device strategy.

[*****] Certain portions denoted with an asterisk have been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

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- F. This Agreement will be amended by the deletion of the following sentence from Section 20 d. iii of this Agreement:
Company will not [****] from the activities contemplated under this Agreement to [****] based the User's use of Sprint Services.
- G. The Agreement is amended by deleting Section 24.a. in its entirety and replacing it as follows:
The initial term of this Agreement will commence on the Effective Date and end December 31, 2012 (the "**Initial Term**"). This Agreement will automatically renew (except Application 5) for additional twelve (12) month periods (each twelve (12) month period is referred to as an "**Extension Term**") unless terminated by written notice to the other Party at least ninety (90) days prior to the expiration of the Initial Term or an Extension Term. Each Extension Term, together with the Initial Term is referred to as the "**Term**."
Application 5 will not automatically renew and must have a written term extension agreed to by both parties in order to extend the term beyond December 31, 2012.
- H. The Agreement is amended by deleting Section 25.c and replacing as follows:
Sprint Termination For Convenience. Sprint may terminate this Agreement at any time without liability, except for undisputed payment obligations, by providing a written termination notice to Company. Unless otherwise specified in the notice, the termination is effective 30 Business Days after Sprint delivers written termination notice. Sprint will not terminate this Agreement for convenience, as provided in this Section 25 (c), before June 30, 2012.
- I. The Agreement is amended by deleting Section 25.e in its entirety and replacing it as follows:
Effect of Termination. Following any termination or expiration of this Agreement, the Parties will cooperate to ensure that Sprint Users have the ability to continue to access, in accordance with the terms of this Agreement, previously purchased Applications for a period of time that is equal to the license period granted by Company to Sprint Users prior to the date of termination of the Agreement (for the avoidance of doubt, such license period for monthly subscribers would be one month or billing cycle). Upon termination or expiration of this Agreement, Sprint will reasonably cooperate in the orderly transition of all existing Applications and Services to Supplier. Supplier may require Sprint to provide a transition period for Sprint provided billing services not to exceed [****]. Such services will be compensated based upon the payment percentage share in effect at the end of the Term for the duration of the transition period. During the transition period, the parties will continue to be bound by and perform in accordance with this Agreement. The terms and conditions of this subsection will apply upon termination or expiration of the Agreement.
- J. The Agreement is amended by deleting Section 26b. in its entirety.

[****] Certain portions denoted with an asterisk have been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

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K. The Agreement is amended by deleting Section 5 of Exhibit A in its entirety and replacing it as follows:

Application 5. Sprint Navigation, Transition to TeleNav GPS Navigator

Sprint Navigation is Sprint branded, but Supplier provided application for Sprint consumer and business devices for Distribution Channels. These currently include handsets that operate on the following operating systems: J2ME, BREW, Blackberrys, WebOS, Windows Mobile, and Android.

The parties agree that as soon as reasonably practical, but not later than September 30, 2010, Supplier will begin the transition of all Application 5 deliverables into Supplier branded services for all new devices going forward. The parties will work together as it relates to the process for updating existing handsets currently using the Sprint Brand to the Supplier brand over time during the term of this Agreement.

The primary features and functionality of Application 5 are as follows:

1. Sprint Navigation Lite (Product 5a), TeleNav Lite

This product may not be made available in any combination with any Sprint bundle without the prior written approval of Company (approval will not be unreasonably withheld). This product will include an upgrade path to Sprint Navigation Standard or Premium, as well as advertising. Features include but are not limited to:

- Text-based directions
- Route previews
- Business finder
- Search along route
- Ratings & reviews
- Static map
- 2D "follow-me" map
- Automatic Map updates
- Personalized website
- Address sharing

2. Sprint Navigation Standard (Product 5b), TeleNav Standard

Features include but are not limited to:

- All Product 5a "Lite" features
- Voice "real-time" Directions
- Automatic re-routing
- Navigation View (Turns, 2D Moving Maps, 3D Moving Maps)
- Traffic Summary
- Traffic Re-routing
- Traffic Alerts
- Traffic on map
- Search for Gas by Price
- Application Optimization for overall application performance improvement, including Base Station Almanac and ELS data implementations

3. Sprint Navigation Premium (Product 5c), TeleNav Premium

Features include but are not limited to:

- All Product 5a and 5b Lite & Standard features
- Weather & Commuter Alerts
- Speech Recognition for Address Input
- Speech Recognition for POI Search

4. Sprint Navigation Basic (Product 5d), TeleNav Basic

Features include but are not limited to:

- All Product 5a Lite features
- Voice “real-time” Directions
- Automatic re-routing
- Navigation View (Turns, 2D Moving Maps, 3D Moving Maps)
- Application Optimization for overall application performance improvement, including Base Station Almanac and ELS data implementations

Sprint will make reasonable efforts in Sprint produced press releases or written communications to industry and financial analysts that reference Application 5 may attribute the development and operation of Application 5 under the Sprint Navigation brand to Company by including a reference, where possible to “TeleNav” or “Powered by TeleNav”.

Sprint will make reasonable efforts in Sprint produced press releases or written communications to industry and financial analysts that reference Application 5 may attribute the development and operation of Application 5 under the TeleNav GPS Navigator brand will to Company.

- L. Section 20 Privacy Policies and User Data will be amended by designating the current paragraph “g. Location-Based Applications” as paragraph “g. 1. Location-Based Applications: and immediately following such paragraph adding the following new paragraph:
2. Aggregate Location-Based Information. With respect to any Location Based Application provided under this Agreement, Sprint agrees that at Supplier’s option, Supplier will display the then current Supplier Privacy Policy as it may be adopted and in force from time to time as the policy that governs the use of Privacy Restricted Data of any User. Supplier will be entitled to use such data in the operation of the products listed in this Agreement for its business in such manner as is reasonable and appropriate for the improvement and enhancement of Supplier products and services, provided that it will not (i) transfer the data to any third party, (ii) offer commercial access to the data for a service related to the data discrete from Supplier services generally, (iii) will provide to Sprint from time to time as requested a summary of the use of such data and (iv) will provide such data to Sprint upon Sprint’s request. Sprint agrees that effective as of the date of Amendment No. 3 it [****] Aggregate Data [****] or to [****] provided [****] are entered into in support of delivering the products listed in this Agreement. If at any time during the Term of this Agreement, a law or regulation is enacted and comes into force that limits or does not permit the use of Aggregated Data for the purposes for which [****] Supplier as provided above, then Supplier agrees that it will terminate or modify [****] on or before any law or regulation becomes effective. “Aggregate Data” is collective data that relates to a group or category of services or customers, from which individual customer identities and characteristics have been removed. Aggregate Data is Sprint data and may only be used with Sprint’s prior written approval and upon Sprint’s request Supplier will provide access to Aggregate Data by Sprint. For the abundance of clarity, Supplier will destroy all Aggregate Data provided by Sprint at the end of the Term of this Agreement.

[****] Certain portions denoted with an asterisk have been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

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- M. The Agreement is amended by deleting Exhibit C in its entirety and replacing with a new Exhibit C attached.
 - N. The Agreement is amended by deleting Exhibit D in its entirety and replacing with a new Exhibit D attached.
 - O. The Agreement is amended by deleting Exhibit J in its entirety and replacing with a new Exhibit J attached.
 - P. The Agreement is amended by deleting the definition Bundled Offering set forth in Exhibit I in its entirety and replacing it as follows:
“Bundled Offering” will mean Sprint Content bundles, which may be comprised of multiple sources of Content as determined by Sprint, but which in all cases include at a minimum a data plan and more than one data feature.

General

Other than as set forth above, the Agreement remains unchanged and in full force and effect.

If there is a conflict between the terms of the Agreement, any previous Amendment(s) and this Amendment No. 3, this Amendment No. 3 will control unless otherwise stated in this Amendment No. 3.

This Amendment No. 3 executed by authorized representatives of Sprint and Supplier incorporates the terms and conditions of the Agreement.

SPRINT UNITED MANAGEMENT COMPANY

By: /s/ Eugene Agree

Name: Eugene Agree

Title: Vice President

Date: 9/17/10

TELENAV, INC.

By: /s/ Douglas S. Miller

Name: Douglas S. Miller

Title: CFO

Date: 9/16/10

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EXHIBIT C

CO-MARKETING, SALES TOOLS and PRODUCT COMMITMENTS

1. Sales Activities/Support

- a. **Application(s) Material.** Prior to and continuously after the Commercial Launch Date, Company will create marketing and promotional materials concerning the Application(s) and its availability over the Systems in accordance with the terms of this Agreement, including but not limited to the Trademark requirements set forth in Section 21 of the Agreement. Company will include the Sprint logo provided to it by Sprint in agreed upon marketing and promotion material (printed or electronic) related to each Application.
- b. **Collateral Distribution to Sprint Sales Channels**
 - i) Prior to the Commercial Launch Date, for each Application available to Sprint for distribution, Company will provide media master and web file (Adobe Acrobat) of collateral and Sprint will have the right to review, approve, reproduce and distribute copies of such collateral which it will do using commercially reasonable efforts consistent with activities undertaken prior to the date of Amendment No. 3. Such approval will not be unreasonably withheld. Post launch, Company will provide updated versions as determined by Company.
 - ii) Sprint will determine the distribution channel for such collateral and ensure that collateral will be made accessible to the Sprint sales force, direct and indirect.
 - iii) In the event that Sprint decides that such collateral should be distributed through Sprint's third party distribution vendor, Company will send such collateral to such third party distribution vendor. Company will bear the expense (including, but not limited to, cost to design, produce and distribute the collateral) provided, however, the Parties will agree to Company's expense, such agreement not to be unreasonably withheld.
 - iv) The above-described sales collateral to be provided by Company will include, but not be limited to:
 - (1) **Customer Profile.** Description of target customer. Description of customers' needs that are filled by Application(s);
 - (2) **Competitive Advantage.** Comparison of Company with its competitors' products and how each Application differs from competitors' products;
 - (3) **Content for Sprint's Quick Reference Brief.** Description of each Application, how it solves the Sprint Users' needs and how using each Application increases the return on investment for Sprint Users; and
 - (4) **Sprint logo.**
 - v) **Company's Distribution Channel.** At Company's discretion Company will develop a collateral distribution process which will ensure simplified ordering and prompt delivery of collateral to Sprint's distribution channels.
- c. **Electronic Sales Aids.** Prior to and continuously after the Commercial Launch Date, Company will make the following electronic sales tools available to Sprint at company's sole expense:
 - i) PowerPoint charts for use by Sprint describing each Application to Sprint Users and/or prospect which charts will include a customer profile and content detailing how the use of

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each Application increases the return on investment for Sprint Users and/or prospect that Sprint can copy and use to create a faxable information sheet. Sprint will (i) post such charts internally on the Sprint sales information distribution intranet for confidential access by Sprint employees, contractors and agents, (ii) use this information to create marketing material, including, but not limited to faxable information sheets and (iii) to distribute such information and information sheets to the Sprint User and/or prospect through all Sprint's sales channels.

ii) Website URLs for referral of Sprint prospects and / or Sprint Users seeking additional information. Sprint will link to Company's product sites from the Sprint website at appropriate locations.

iii) Demonstration Accounts

(1) Company will provide, as of the Effective Date, demonstration accounts, logins and passwords for use and allocation by Sprint at Sprint's sole discretion, for Sprint sales force, direct and indirect, to use and demonstrate to potential customers, Sprint Users, at Sprint's Executive Briefing Center, at tradeshows and other Sprint marketing events. Number of demonstration accounts to be determined mutually by Sprint and Company. Sprint will actively distribute Company demo accounts to all Sprint Sales and Sales Support staff. If applicable, Company will also provide licenses/access to a demonstration version of the PC features and functionality of each Application. Number of such PC demonstration accounts to be mutually determined by Sprint and Company

(2) In addition, if requested by Sprint and agreed to in writing by Company, Company will (i) create a static demonstration version of each Application (a) showing all features and functionalities and (b) which resides on the Device and/or other Devices (local application); (ii) provide Sprint with unlimited licenses to such demonstration versions; and (iii) make such demonstration version available to Sprint for use and allocation by Sprint at Sprint's sole discretion, including, but not limited to, Sprint sales force, direct and indirect, to use and demonstrate to potential customers, Sprint Users, at Sprint's Executive Briefing Center, at tradeshows and other marketing events.

d. **Sales Training**

i) Sprint will train and inform appropriate Sprint's sales force representatives of the availability of the Application(s) and Application(s) updates through/on the Systems. Company will assist, collaborate and cooperate with Sprint in the development, delivery and execution of sales training including, but not limited to, training presentations, training documentation and participation upon Sprint's request and Company agreement, at training forums at Company's sole expense.

ii) Company will train or inform its sales force of the availability of the Application(s) through/on the Systems.

iii) Sprint will make available to all Sales and Sales Support staff a Company application certification program developed by Company

e. **Sprint's Approval of Material.** Company will submit to Sprint all documentation, collateral, marketing, training, promotional, sales and any other material (printed and electronic) which includes a reference to Sprint or a mark and/or logo owned by Sprint and will obtain Sprint's approval in writing prior to its print, release and distribution by Company.

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2. **Press Releases/Success Stories**

- a. **Press Release.** If mutually agreed to in writing, Parties may jointly issue a press release disclosing the availability of the Application(s) on the Systems only if in accordance with the terms of this Agreement, including but not limited to Section 21, 31 and 32 of the Agreement; provided, however, that the foregoing will not restrict either Party from making press releases about their respective products and services that do not include a reference to the other Party.
- b. **Success Stories.** Sprint may, in its sole discretion, use Sprint customer success stories for purposes, including but not limited to marketing materials and sales efforts.
- c. Company will:
 - i) Identify satisfied Sprint Users of each Application;
 - ii) Upon obtaining all necessary releases, provide to Sprint such references and descriptions of the Application(s) used by each satisfied Sprint User; and
 - iii) Seek publicity opportunities related to Sprint User success stories.
 - iv) List Company's Application used and provide a link for further information to Company's Application website

3. **Company Listed on Sprint's Website**

- a. Dependent upon Sprint's receipt of required information being received in a timely fashion and in its reasonable discretion, Sprint may, within sixty (60) days of the Commercial Launch Date, list Company on Sprint's web site, currently located at <http://www.sprint.com>, subject to the following requirements:
 - i) Each Application and all Changes must have successfully passed the Application testing certification process as defined in Section 3 of this Agreement and must have been approved by Sprint; and
 - ii) This Agreement must be in full force and effect.
- b. Company Application may be listed on Sprint's website everywhere other similar applications, products and services are listed.
- c. Information to be included in such listing may include but is not limited to Company's logo and a short description and a link to Company's web site. Listing of Company on Sprint's web site is contingent upon Company's submission of and Sprint's approval of the size of the logo and the description. If Company fails to meet any requirement set forth in this agreement, Sprint may, in its sole discretion, remove all references to Company from the Sprint web site.

4. **Sprint listed on Company's Website.** Dependent upon Company's receipt of required information being received in a timely fashion, Company will, within ten (10) days of the Commercial Launch Date, feature Sprint on Company's web site. Information to be included in such posting will include, but is not limited to: Sprint logo and/or the Sprint Compatible logo and a link to the Sprint commercial web site, currently located at <http://www.sprint.com>. Company will treat Sprint no less prominently than other wireless carriers, other wireless service providers or wireless device manufacturers/providers.

5. **Sprint User Training and Education Documentation.** During the Term, Company may maintain a web site to be accessed by Sprint Users for demonstration of the Application(s) and self-guided training. Company will also train Sprint Users on all Application(s) and will bear the cost of such training. Company may provide such training through its processing partners. This training will include, at a minimum, distribution of Sprint pre-approved "Education Materials" containing the information below:

- a. The appropriate Sprint logo;

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- b. Instructions regarding the Application(s) and use over the Devices (for example Sprint approved directions on how to download, install, and use the Application feature on a Device).
 - i) Sprint Approval of the Educational Materials. Company will follow Sprint's documentation approval process of the Educational Materials, such approval to be given at Sprint's sole discretion and approval should not be unreasonably withheld by Sprint
 - ii) During the Term, Company may utilize Sprint-written and approved documentation in Company's user guide or web-based user documentation for each Application, provided that Company will not remove any copyright or other proprietary notices contained therein.
 6. **Sales Contest.** Company may participate in or fund sales contest(s) organized by Sprint. The conduct of sales contests and the participation of Company in such sales contests will be at Sprint's sole discretion. Sprint and Company will mutually agree to the date of sales contests that Company may participate in or fund. For each sales contest in which Company participates, Company will compensate all identified winning sales teams. Sprint and Company will agree on the method of compensation and the amount of compensation prior to the contest. If Company fails to pay monies it commits to sales contests, Sprint will reserve the right to withhold Payments due Company and pay the winners on Company's behalf.
 7. **OEM Integration Support.** Sprint will use reasonable best efforts to work with Supplier and Sprint handset OEMs to maximize the integration of Application 5 within the core features in each handset specifically including integration with each of the following functions: contacts, calendar, email, browser, SMS and search.
 8. **Premium Billing Enablement.** Sprint will use reasonable best efforts to undertake to provide billing support for both one-time and recurring billing and infrastructure operations to support the implementation of seamless up-sell capability in Product 5a, 5b and 5d for sales of Product 5c. In addition, in the event that Supplier introduces additional premium versions of Application 5, Sprint will use reasonable best efforts to undertake to provide billing support and infrastructure operations to support the implementation of billing for such products and seamless up-sell capability to any such new products.
 9. **411 Service Integration.** Sprint will use reasonable best efforts to complete the ongoing project to integrate Application 5 services with the Sprint 411 capabilities such that Application 5 services will be seamlessly launched in connection with 411 services as provided to End Users. Integration will automatically add the address of the results from the 411 Directory Assist request to the users Application 5 account and allow the End User to use Application 5 to navigate to resultant address.
 10. **Customer Data from Supplier.** Supplier will provide reporting on customer data (at an individual subscriber/device level) for all applicable Supplier's products that are Sprint branded. This usage data will be made available to Sprint no later than January 1, 2011 and provided on a monthly basis thereafter and be associated at an individual subscriber level with a unique identifier as determined by Sprint.
 11. Sprint will take into consideration featuring of the following products on devices, and will provide feedback and input to Supplier that will increase the opportunity for such products to be featured on devices:
 1. [*****] is a drive time productivity application which reduces driver distraction by [*****] input for most common phone operation. This includes but not limited to [*****].

[*****] Certain portions denoted with an asterisk have been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

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2. TeleNav [*****] – [*****] is a pre-loaded feature on all devices that allows users to enter [*****]. This widget will then provide [*****] by launching a Supplier application. Implementation of this feature differs by platform but on all platforms this might be available on the home screen, above the fold. On Android and BMP based devices, the implementation is [*****] on the home screen that allows for user input. On Windows Mobile the implementation is [*****] on the home screen above the fold. On BlackBerry the implementation is [*****] on home screen that is always visible and doesn't require a click to expose. On platforms not listed here the [*****] will be displayed on the home screen and if a [*****] is not feasible then an above the fold shortcut will be provided.

[*****] Certain portions denoted with an asterisk have been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

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EXHIBIT D

PAYMENTS

1. **Payment 1A.** For [****] sold via orders placed by customers using a Sprint owned or authorized Sales Channel. Sprint will pay to Company [****] (“Payment Percent 1A”) of the total fee(s) actually received by Sprint from a Sprint User for use of the Applications (regardless of the Edition) (“Payment 1A”).

Payment 1B. For [****] sold via orders placed by customers from all non-WAP sites, including but not limited to: [****] (“Sales Channel 2”). Sprint will pay to Company [****] (“Payment Percent 1B”) of the total fee(s) actually received by Sprint from a Sprint User for use of the Applications (regardless of the Edition) (“Payment 1B”).

For [****] sold via orders placed by customers from all non-WAP sites, including but not limited to: [****] (“Sales Channel 2”). Sprint will pay to Company [****] of the total fee(s) actually received by Sprint from a Sprint User for use of the Applications (regardless of the Edition).

Payment 1D. For Application 5

Pay per Day Option:

Unlimited use of Application 5 in 24-hour period, all devices all Sales Channels:

[****] of the total fees actually received by Sprint from a Sprint User for the pay per day option, based upon the price which will be determined by Supplier in its sole discretion.

Monthly Recurring Subscription

Sprint will pay to Company [****] (“Payment Percent 1D”) of the total fee(s) actually received by Sprint from a Sprint User for use of the Applications (regardless of the Sales Channel) (“Payment 1D”). TeleNav will in its sole discretion determine the price to the end user of the Applications.

Monthly Recurring Subscription – Application 5(c)

Sprint will pay to Company [****] of the total fee(s) actually received by Sprint from a Sprint User for use of Application 5(c) (regardless of the Sales Channel). TeleNav will in its sole discretion determine the price to the end user of Application 5(c).

Application 5 Premium Services

Sprint will pay to Company [****] of the total fee(s) actually received by Sprint from a Sprint User for use of Application 5 Premium Services (regardless of the Sales Channel) including MRC and Pay per day.

Bundled Pricing for Application 5

Upon execution of Amendment No. 3, Sprint will have the right to distribute Application 5, Product 5d, Sprint Navigation or TeleNav Basic to all Sprint subscribers on the Sprint Network as part of a Bundled Offering, and will in addition have the right to distribute Product 5d to all Sprint subscribers on the Boost Mobile and Virgin Mobile USA networks, in each case as part of Bundled Offerings. At Suppliers election, Supplier may provide Product 5b, as an alternative to Product 5d for any handset as an alternative product for availability. In exchange for the distribution right provided to Sprint in connection with Bundled Offerings, Sprint will pay to Supplier the following sums for the license and service periods identified below:

Service Period	Fixed License and Service Fee
September 1, 2010 to December 31, 2010	[\$****]
January 1, 2011 to December 31, 2011	[\$****]
January 1, 2012 to December 31, 2012	[\$****]

[****] Certain portions denoted with an asterisk have been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

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The foregoing fees will not be subject to any adjustments or other provisions as provided in Section 6 b. or c. and there will be no adjustment pursuant to such Section as it relates to fees due or paid to TeleNav in connection with Application 5 for the period from January 1, 2010 and the Effective Date of the Amendment.

In the event the number of Sprint subscribers permitted to access Application 5 as part of a Bundled Offering, exceeds [*****] in a calendar month during calendar year 2010, for all incremental subscribers for that month Sprint will pay the amounts which previously would have been due under the terms of this Agreement. In the event the number of Sprint subscribers permitted to access Application 5 as part of a Bundled Offering, exceeds [*****] in a calendar month during calendar year 2011, for all incremental subscribers for that month Sprint will pay the amounts which previously would have been due under the terms of this Agreement. In the event the number of Sprint subscribers permitted to access Application 5 as part of a Bundled Offering, exceeds [*****] in a calendar month during calendar year 2012, for all incremental subscribers for that month Sprint will pay the amounts which previously would have been due under the terms of this Agreement.

Payment 1F. For [*****] sold via orders placed by customers from including but not limited to: Sprint Retail Stores, Sprint indirect dealers, Sprint National Retailers such as Sprint Master Dealers, Sprint Online Authorized Dealers. Sprint will pay to Company [*****] (“Payment Percent 1F”) of the total fee(s) actually received by Sprint from a Sprint User for use of the Applications (regardless of the Edition) (“Payment 1F”).

2. **Payment 2 - One-Time Set-Up Fee.** Sprint will pay to Company [*****] for (“Payment Percent 2”) of the total fee(s) actually received by Sprint from a Sprint User for One-Time Set-Up Fee (“Payment 2”) (Payment Percent 1 and 2, the “Payment Percent(s)”) (Payment 1 and 2, the “Payment(s)”).
3. **Free [*****] Sprint User Trial.** Sprint may make the first thirty (30) days of [*****] service available to Sprint Users at no cost. During such period, Sprint will not be obligated to make any Payment or Minimum Payment to Company for such service. The Sprint User may terminate [*****] service at the conclusion of such trial period. If at the end of such trial period the Sprint User decides to continue service of [*****], the terms and conditions of this Agreement will fully apply.
4. **Price Changes/ Discounts.** If there is any change to any price or offer of discounts to a Sprint User as applied through the Sprint Billing system, the parties will calculate the Payments based on the new and/or discounted price as agreed to by both parties.

[*****] Certain portions denoted with an asterisk have been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

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5. **Minimum Payment for Sales Channel 1.** Except for the free trial as described in Section 3 of this Exhibit F, in no event will the Payments for Sales Channel 1 be less than following minimum payment:

Type of Payment	Minimum Payment	Suggested Retail Pricing Without Sprint Data
Application 3 – Editions:		
TeleNav Limited Routes – All Devices Except Blackberry (per month/per user)*	\$[*****/month/per Sprint User (end-user)	Usually in a bundle so depends on bundle pricing
TeleNav Unlimited Routes – All Devices Except Blackberry (per month/per user)	\$[*****/month/per Sprint User (end-user)	\$[*****]

6. **Minimum Payment for Sales Channel 2.** Except for the free trial and service described in Section 3 of this Exhibit F, in no event will the Payment be less than the amounts specified in the below table (“Minimum Payments”):

Type of Payment	Minimum Payment	Suggested Retail Pricing Without Sprint Data
Application 1:		
TeleNavTrack Lite (prior to 1/10/2010)	\$[*****/month/per Sprint User (end-user)	\$[*****]
TeleNav Track Lite (after 1/10/2010)	\$[*****/month/per Sprint User (end-user)	\$[*****]
Application 2-Editions:		
TeleNavTrack Basic	\$[*****/month/per Sprint User (end-user)	\$[*****]
TeleNavTrack Plus	\$[*****/month/per Sprint User (end-user)	\$[*****]
TeleNavTrack Enhanced	\$[*****/month/per Sprint User (end-user)	\$[*****]
TeleNavTrack Premium (prior to 1/10/2010)	\$[*****/month/per Sprint User (end-user)	\$[*****]
TeleNav Track Permium (after 1/10/2010)	\$[*****/month/Sprint user (end-user)	[*****]
TeleNav Track Standard	\$[*****/month/per Sprint User (end-user)	\$[*****]
Application 3-Editions		
TeleNav Limited Routes- All Devices Except Blackberry (per month/per user)*	\$[*****/month/per Sprint User (end-user)	Usually in a bundle so depends on bundle pricing
TeleNav Unlimited Routes- All Devices Except Blackberry (per month/per user)*	\$[*****/month/per Sprint User (end-user)	\$[*****]
TeleNav Limited Routes- for the Blackberry (per month/per user)*	\$[*****/month/per Sprint User (end-user)	Usually in a bundle so depends on bundle pricing
TeleNav Unlimited Routes- for the Blackberry (per month/per user)	\$[*****/month/per Sprint User (end-user)	\$[*****]
One-Time Set-Up Fee (prior to 1/10/2010)	\$[*****/One-Time Set-Up Fee/per Sprint User (end-user)	\$[*****]
One-Time Set-Up Fee (after 1/10/2010)	\$[*****/One-Time Set-Up Fee/per Sprint User (end-user)	\$[*****]
One-Time Set-Up Fee – Application 7	\$[*****/One-Time Set-Up Fee/per Sprint User (end-user)	\$[*****] (New 1Q10)
Application 4 (Fleet)	\$[*****/month/per Sprint User (end-user)	\$[*****]
Application 6 [*****]	\$[*****/month/per Sprint User (end-user)	\$[*****]
Application 7-Editions		
TeleNav Vehicle Manager – Standard	\$[*****/month/per Sprint User (end-user)	\$[*****] (New 1Q10)
[*****]	\$[*****/month/per Sprint User (end-user)	\$[*****] (New 1Q10)
Application 8 [*****]	\$[*****/month/per Sprint User (end-user)	\$[*****] (New 1Q10)
Application 9 - Editions		
[*****]	\$[*****/month/per Sprint User (end-user)	\$[*****] (New 1Q10)
Asset Tracker	\$[*****/month/per Sprint User (end-user)	\$[*****] (New 1Q10)
Application 10 (Vehicle Tracker)	\$[*****/month/per Sprint User (end-user)	\$[*****]

* The number of Limited Routes per calendar month per Sprint User (end-user) will be 10 Routes per calendar month or as otherwise agreed to in writing.

[*****] Certain portions denoted with an asterisk have been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

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6. M-Commerce Revenue Share.

Sprint will receive [****] of the Gross M-Commerce Revenue generated from transaction fees derived within the application for M-Commerce purchases. "Gross M-Commerce Revenue" means the gross amount of transaction fees due to Company with respect to M-Commerce sales generated from within the Company Application on the Sprint Wireless Network, less any applicable taxes (excluding Company's income tax).

7. **No Termination Fee For Users.** For the purpose of clarification, the sums subject to the Payment Percent do not include Sprint User API fees, access, airtime, wireless data transport, taxes or any other charges payable to Sprint by Sprint Users. Company acknowledges and agrees that Sprint will not charge a service termination fee in the event the Sprint User terminates use of the Application before the end of the applicable term.

8. Payment Process

- a. The Payments will be calculated on a calendar [****] basis and will be due and payable by Sprint within [****] days following the end of each [****]. In the case of Fixed License and Service Fees, such payments will be due and payable no later than [****] calendar [****], except in the case of the initial Fixed License and Service Fee which will be due and payable no later than [****] days after the date of the last party to execute this Amendment No. 3. Payment for Application 5 for the 2012 calendar year will be made in [****] equal payments of [****] and will be due and payable on [****]. In the event that Sprint exercises its right to terminate the Agreement, on or after June 30, 2012, Supplier shall repay to Sprint the pro rata portion of the Fixed License and Service Fee applicable to the period for which Supplier no longer provides service to users prior to December 31, 2012. Such pro rata portion shall be based upon the Fixed License and Service Fee for the Service Period from January 1, 2012 to December 31, 2012.
- b. All email correspondence regarding Payments and Remittances should be sent to the following:
- i) Jennice Chiu [****]
 - ii) Doug Miller [****]
 - iii) Dave Jordan [****]

[****] Certain portions denoted with an asterisk have been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

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c. Sprint will remit all payments to:

Wire Address:

Pay to:	Wells Fargo
Routing & Transit #:	121000248
Beneficiary name:	TeleNav, Inc.
For credit of:	TeleNav, Inc.
Credit Account #:	[*****]

Postal Service Address:

TeleNav, Inc.
Attn: Douglas Miller, CFO
1130 Kifer Rd.
Sunnyvale, CA 94086

[*****] Certain portions denoted with an asterisk have been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

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**EXHIBIT J
ADVERTISING**

The Parties desire to add allowances and additional terms for advertising on all Company applications and Company and Sprint WAP properties.

1.0 DEFINITIONS

“Gross Media Revenue” means gross advertising and/or sponsorship, and/or cost-per-click (action) revenue billed by Company with respect to advertising on the Wireless Services that is displayed to users of Devices less credits for under delivery of advertising impressions and any applicable taxes (excluding Company’s income tax.)

“House Advertising” means self promotional advertisements the Company places on the Wireless Services and will not receive revenue for this advertising. This includes links to upgrade from a free Company application or service to a paid Company application or service. Specifically, House Advertisements are used to promote new features, other in-house revenue generators, and other media properties of the Company.

2.0 ADVERTISING SERVICES

1. **Scope of Content and Services:** Sprint agrees that Company may provide Company Services (“Advertising Supported Content”) that may contain advertising, provided such advertising adhere to all Advertising Guidelines listed in *Exhibit K*. Parties agree that Advertising Supported Content will be offered free of charge to Users unless otherwise specified in writing. There will be no cost to Sprint for Advertising Supported Content.

All advertising must adhere to requirements Sprint Advertising Standards outlined in *Exhibit K* which may change from time to time. Sprint reserves the right to require review and approval of all advertisements prior to such advertisements running on the Sprint network. At Sprint’s written request, Company will terminate advertisements if Sprint, in its sole discretion, determines the customer experience is negatively impacted due to advertising. This may include a drop in page views and/or distinct visitors to the Company’s WAP site in two (2) or more consecutive months or increase in number of complaints received by Customer Care. Notwithstanding the foregoing provisions, in the event Sprint pre-approves an advertisement and subsequently terminates the advertisement, Sprint will allow Company’s advertiser to replace the terminated advertisement with a different one until such time as the advertiser has received the agreed upon impressions.

2. **Delivery and Support:** All advertising will be delivered by Company’s vendor of choice.
3. **Advertising Sales:** All non-house Advertising, must be sold by Company at rates to be agreed to in writing by Sprint, but in no event greater than industry competitive advertising rates for similar inventory and placement.
4. **Revenue Sharing – Billed/Paid Search Related Inventory:** Company will pay Sprint [*****] of the Gross Media Revenue on a calendar monthly basis for all billed inventory served on the Sprint Wireless Network through Sprint Services for the provision of search information. The only allowable deduction is (a) traditional media commissions, when Company is invoiced for such commission based on a compensation agreement between Company and an Ad Agency or Ad sales organization.

[*****] Certain portions denoted with an asterisk have been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

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5. **Calculation Example for Revenue Sharing – Billed Search Related Inventory**

	<u>Impressions Delivered</u>	<u>Gross CPM</u>	<u>Gross Media Revenue</u>
Campaign A	[*****] impressions	[\$*****]	[\$*****]
Campaign B	[*****] impressions	[\$*****]	[\$*****]
Campaign C	[*****] impressions	[\$*****]	[\$*****]
Total	[*****] impressions		[\$*****]
Average of the Billed Rate Charged to Advertisers		[\$*****] [*****]	[*****]
Total Gross Media Revenue:			[\$*****]
Sprint Share of Total Gross Media Revenue		[*****]%	
Sprint Dollar Share of Total Gross Media Revenue			[\$*****]

6. **Non-Search Advertising Revenue Share.**

Revenue Sharing – Billed/Paid Inventory: Company will pay Sprint [*****] of the Gross Media Revenue on a calendar monthly basis for all billed inventory served on the Sprint Wireless Network through Sprint Services for other than the provision of search information. The only allowable deductions are (a) traditional media commissions, when Company is invoiced for such commission based on a compensation agreement between Company and an Ad Agency or Ad sales organization and (b) bad debt expense, when Company subsequently determines that an amount previously billed is uncollectable,

Calculation Example for Revenue Sharing – Billed Non-Search Related Inventory

	<u>Impressions Delivered</u>	<u>Gross CPM</u>	<u>Gross Media Revenue</u>
Campaign A	[*****] impressions	[\$*****]	[\$*****]
Campaign B	[*****] impressions	[\$*****]	[\$*****]
Campaign C	[*****] impressions	[\$*****]	[\$*****]
Total	[*****] impressions		[\$*****]
Average of the Billed Rate Charged to Advertisers		[\$*****]	[*****]
Total Gross Media Revenue:		[\$*****]	
Sprint Share of Total Gross Media Revenue*		[*****]%	
Sprint Dollar Share of Total Gross Media Revenue		[\$*****]	

7. **Revenue Sharing – House Advertising:** Company will limit house advertising so that it averages no more than [*****] of total Company inventory available in any one month to Sprint Users unless mutually agreed to by both Parties.

8. **Payments:** All Revenue Sharing payments are due to Sprint within [*****] days of the end of the [*****]. Company will remit payments in accordance with Exhibit J. Sprint reserves the right to change its policies and conditions for the payment of Gross Media Revenue, including but not limited to payment frequency, and Sprint will inform Company of any such change by providing reasonable advanced written notice to permit Company to adjust its business processes to meet any revised payment frequency request.

9. **Taxes:** Company is responsible for collecting and remitting all transaction taxes imposed upon the sale of its goods or services including advertising.

[*****] Certain portions denoted with an asterisk have been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

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- 10. Reporting:** Company will also deliver to Sprint, quarterly and with each payment, a summary report supporting the amount paid for every campaign and in total, which includes a line item showing total impressions served, total click thru, and total payments.
- 11. Audit Rights.** The Parties agree that each Party, or its authorized representatives, will have the right, at any time (but no more than once per year), upon reasonable notice, to perform an audit with respect to the other Party's performance of its obligations herein. For purposes of such audit, the each Party will grant the other Party and its representative's full and complete access, during normal business hours and upon reasonable notice, to the Party's facilities, books, records, procedures, and all other information required to ascertain any facts relative to its performance hereunder.

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**Amendment No. 2 to the License Agreement No. 000 1641
between Tele Atlas North America, Inc. and TeleNav, Inc.**

This is the second Amendment (“Amendment #2”) to the License Agreement No. 000 1641, dated July 1, 2009, (the “Agreement”) between Tele Atlas North America, Inc. (“Tele Atlas”) and TeleNav, Inc. (“Licensee”) (collectively, the “Parties”).

WHEREAS, the Parties have entered into the Agreement for Tele Atlas’ data, and

WHEREAS, the Parties wish to amend such Agreement,

NOW, THEREFORE, in consideration of the mutual undertakings and agreements hereinafter set forth, the Parties agree to amend the Agreement as follows:

1. Schedule A, Subsection Premium Tele Atlas Products, shall be amended to include the following:
 Tele Atlas® 3D City Maps North America – coverage for the United States and Canada
 Tele Atlas® Local Points of Interest North America – coverage of the United States and Canada, available upon commercial release including the 2010.06 prototype
2. The first paragraph of Schedule B shall be deleted and replaced with the following:
 Licensee is permitted to develop, produce, market and promote the following Value Added Products in accordance with this Agreement. Licensee’s license to Value Added Products A1, A4, B, C, D, G, H, I, J and K shall continue for a period of [*****], Value Added Product A3 shall continue from the Effective Date of this Amendment #2 until the earlier of: December 31, 2012 or termination of Licensee’s agreement with Sprint related to Value Added Product A3. Value Added Product A2 shall continue for a period of [*****], and Value Added Product E and F shall continue for a period of [*****] from the Effective Date of the Agreement, unless terminated earlier.
3. Schedule B, Subsection Value Added Product A3, shall be deleted and replaced with the following:
 The Value Added Product A3 is an application for Sprint bundle (ie. a Sprint content bundle which includes at a minimum a [*****] plan and more than [*****] data feature) Subscribers that is programmed for a multi-function device (eg. mobile phone, smart phone), which may utilize multiple Sensors, and whose primary purpose is not for Map Display, Routing or Turn by Turn Navigation. The multi-function device (or a removable cradle designed to hold the device) can be used to provide and/or produce locational and directional information such as, but not limited to Location, Directions or Map Display. In such systems, the Licensed Tele Atlas Products, or any subset thereof, may serve as a fully functional database to support real-time calculation of Routes, Turn-by-Turn Navigation, Map Display, Geocoding or any combination or subset thereof. Value Added Product A3 will not be programmed to utilize any Sensors that are physically installed in a vehicle or directly interacting with the in-vehicle electronics. For the purpose of improving functionality, a limited map data set needed to provide a functional session may reside on a multi-function device. Should the subscription or evaluation be terminated or payment lapse, access to any map data stored on the device would be terminated. Updates, corrections or enhancements to the Value Added Product A3 in the device may be accomplished by accessing a remote version of the Value Added Product A3 such as a wired or wireless communications to the device. Any map data update either through media, wired or wireless means to the device would result in an additional charge as detailed below unless covered in the subscription fee. In every case the use of the Value Added Product A3 must be tracked on a single device basis with device-identification security and server based activation processes which routinely (at least monthly) verify and record each device authorization in order to prevent use on multiple devices without authorization and payment for each device. The multi-function device can be used to generate a text message that includes an address and link to either the Value Added Product A3 or an internet web site. Should the internet be used to interpret the address then this will be counted as a Transaction as referenced in Value Added Product G.

[*****] Certain portions denoted with an asterisk have been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

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Extended features:

- * Use of Licensed Tele Atlas Products road attributes to give detailed lane guidance and intersection view
- * Use of Licensed Tele Atlas Products lane information for display of HOV lane guidance and display
- * Use of Licensed Tele Atlas Products legal posted speed limit information for display purposes and driver warning notification.

There will be two instances of Value Added Product A3:

1. A basic navigation application included at no additional charge for Sprint bundle Subscribers, for which Licensee will use commercially reasonable efforts to include an upgrade path to a premium application ("Basic Navigation").
2. A premium navigation application that Sprint bundle Subscribers can upgrade to from Basic Navigation for a fee or may be offered as a standalone application ("Premium Navigation").

For the following Permitted Purposes:

The Value Added Product A3 is an application for Sprint bundles that is programmed for a multi-function device.

4. Schedule B, Subsection "Event" or "Transaction" shall be deleted and replaced with the following:

"Transaction" means a [*****] distinct use of the Licensed Tele Atlas Products to determine a Location, Map Display or Route for an End User. For the avoidance of doubt, [*****] will only be applicable for the specific listed element(s) under the appropriate Value Added Product [*****] for which such [*****] is applicable. For example, under the current Value Added Product A1 when a Map Display is presented to an End User without any [*****] or [*****], [*****] fee would apply to such Map Display. Should Map Display [*****] be added at a later date, Licensee shall report and [*****] for such Transaction.

5. Schedule D, License Period, shall be deleted and replaced with the following:

License Period: [*****] for all Value Added Products except Value Added Product A2, A3, E and F. Value Added Product A2 shall be for [*****]. Value Added Product A3 shall be from the Effective Date of this Amendment #2 until the earlier of: December 31, 2012 or termination of Licensee's agreement with Sprint related to Value Added Product A3. Value Added Product E and F shall continue for [*****].

Effective Date: July 1, 2009

Expiration date of initial term: [*****] for all Value Added Products except Value Added Product A2, A3, E and F. [*****] for Value Added Product A3. [*****] for Value Added Product A2. [*****] for Value Added Product E and F.

[*****] Certain portions denoted with an asterisk have been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

6. Schedule E, Minimum Guarantee, shall be amended to include the following:

For the period of [*****] through [*****], the Minimum Guarantee for Value Added Product [*****] is [*****]. For the period of [*****] through [*****] the Minimum Guarantee for Value Added Product [*****] shall be [*****]. For the period covering [*****] through [*****], the Minimum Guarantee for Value Added Product [*****] shall [*****].

[*****] of the 2010 Minimum Guarantee for Value Added Product [*****] shall be invoiced upon execution of this Amendment #2 in the amount of [*****] with payment due net thirty (30). The remaining balance in the amount of [*****] shall be [*****] with payments in the amount of [*****] to be invoiced on the [*****] of the month [*****] through [*****] with payment due net thirty (30). In [*****], the Minimum Guarantee for Value Added Product [*****] shall be [*****] throughout the [*****]; to be invoiced on the [*****] of the month, due net thirty (30). In [*****], the Minimum Guarantee for Value Added Product [*****] shall be [*****] throughout the [*****]; to be invoiced on the [*****], due net thirty (30).

Licensee must agree to continue use of [*****] and [*****] products for [*****] for Value Added Product [*****] for the [*****]. In [*****] Licensee must provide [*****] if Licensee chooses to discontinue use of [*****] product for [*****] for Value Added Product [*****]. Once the [*****] product's use has been discontinued, the Minimum Guarantee will be [*****] as follows: (a) in [*****], the Minimum Guarantee for Value Added Product [*****] shall be [*****]; to be invoiced on the [*****], due net thirty (30); and (b) in [*****], the Minimum Guarantee for Value Added Product [*****] shall be [*****]; to be invoiced on the [*****], due net thirty (30).

The Minimum Guarantee for Value Added Product [*****] shall be in addition to the Minimum Guarantee already described herein. Notwithstanding anything to the contrary herein, if Licensee's agreement with Sprint related to Value Added Product [*****] and related payments is terminated due to: (i) Licensee's breach of the agreement between Sprint and Licensee, (ii) Sprint providing Licensee thirty (30) business days notice of their intent to terminate the agreement between Licensee and Sprint between the period of [*****] and [*****], or (iii) Sprint becoming financially insolvent including but not limited to filing for bankruptcy, Licensee shall provide Tele Atlas with [*****] to terminate Value Added Product [*****], and the Minimum Guarantee for Value Added Product [*****] shall be [*****] to the end of the month following notice of such termination.

7. Schedule F, Subsection Value Added Product [*****], shall be deleted and replaced with the following:

*Value Added Product [*****] shall be comprised of the following Licensed Tele Atlas Products:*

Tele Atlas® MultiNet® North America, coverage for the United States and Canada

Tele Atlas® 3D City Maps North America – coverage for the United States and Canada

Tele Atlas® 3D Landmarks North America, coverage for the United States and Canada

Tele Atlas® Local Points of Interest North America – coverage of the United States and Canada, available upon commercial release including the 2010.06 prototype

[*****] Certain portions denoted with an asterisk have been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

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Licensee_____

Navigation [***]**

Basic Navigation Revenue Share	[*****]	[*****]	[*****]
Premium Navigation fee per Subscriber per month	[*****]	[*****]	[*****]
Advertising Revenue Share	[*****]	[*****]	[*****]

Navigation [***]**

Basic Navigation Revenue Share	[*****]	[*****]	[*****]
Premium Navigation fee per Subscriber per month	[*****]	[*****]	[*****]
Advertising Rev Share	[*****]	[*****]	[*****]

- All revenue share percentages are based on Licensee’s [*****] revenue.
 - [*****] revenue Sprint pays to Licensee for Basic Navigation.
 - Gross Advertising and M-Commerce revenue.
- “Subscriber” means an End User who is authorized to access the Value Added Product [*****] on a subscription basis.
- Premium Navigation includes a 30-day, free trial to the Subscriber.
- A [*****] “Advertising Revenue Share” will be applied on any advertising revenue recognized by Licensee or Licensee’s authorized third party agent associated with the [*****]; including sponsorship fees, couponing, transaction commissions (example movie tickets) and the value of any products or services bartered for advertising.
- Should the number of [*****] devices over a [*****] comprise more than [*****] of the monthly End Users [*****], the Parties agree they shall renegotiate the [*****] within [*****] of such change.
- No later than [*****], Licensee must [*****] Value Added Product [*****] applications to utilize the [*****] product and/or [*****] product, provided that such [*****] product is of comparable scope and quality as the current [*****] provided to Licensee under the Agreement.

Tele Atlas Products:

Basic Navigation

- MultiNet map- extended features of lane guidance and speed limits only included
- Options with and without POI

Premium Navigation

- MultiNet map – extended features included
- Options with and without POI
- 3D Landmarks
- 3D City Maps

Conditions for Value Added Product [***] Pricing:**

- All of Licensee’s [*****] business must use [*****].
- [*****] bundle Subscribers must have access to Basic Navigation, for which Licensee will use commercially reasonable efforts to provide an upgrade path to Premium Navigation.

[***] Data**

- Licensee shall deliver the [*****] data from Basic Navigation and Premium Navigation sessions (“Licensee [*****] Data”) to Tele Atlas in accordance with Annex 1 to Amendment #2. Licensee has the rights and authority to and hereby does grant to Tele Atlas, subject only to third party rights and restrictions imposed on Licensee by [*****], a perpetual, irrevocable, royalty-free license to use, modify, incorporate into products and/or market and distribute the Licensee [*****] Data and any derivative work created by Tele Atlas therefrom.

[*****] Certain portions denoted with an asterisk have been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

- In no event other than a breach of the license grant set forth above, shall Licensee be liable to Tele Atlas for any direct, indirect, consequential, exemplary, special or incidental damages, including any lost data or lost profits, whether or not such damages are based on tort, warranty, contract or any other legal theory arising from or relating to the Licensee [*****] Data, even if Licensee has been advised of the possibility of such damages.
- Upon termination or expiration of the Agreement, Tele Atlas' license to use the Licensee [*****] Data shall survive; provided that Licensee may terminate the license grant and not be obligated to deliver any additional Licensee [*****] Data upon written notice to Tele Atlas if [*****] terminates Licensee's rights to such data.

Licensee's Royalty Reports for Value Added Product [*****] shall specifically include the following information:

- | | |
|------------------------------------|--|
| Basic Navigation | <ul style="list-style-type: none"> • Sprint revenue to Licensee and associated Tele Atlas revenue share • Number of Sprint bundle Subscribers • Number of Basic Navigation Active Users with POI; or • Number of Basic Navigation Active Users without POI |
| Premium Navigation | <ul style="list-style-type: none"> • Number of [*****] Active Users • Number of Monthly Subscribers with POI; or • Number of Monthly Subscribers without POI |
| Advertising and M-Commerce Revenue | <ul style="list-style-type: none"> • Gross Advertising Revenue and associated Tele Atlas revenue share • Gross M-Commerce revenue and associated Tele Atlas revenue share |

"M-Commerce" shall mean sponsorship fees, couponing, transaction commissions (example movie tickets) and the value of any products or services bartered for advertising.

8. Schedule G, Subsection Value Added Product J, shall be deleted and replaced with the following:

	POI usage on other than Tele Atlas maps	Business Model
<i>North America USA & Canada</i>	[*****]	[*****]
<i>Full Europe</i>	[*****]	[*****]
<i>Full Europe</i>	[*****]	[*****]

9. Article 2.1, Scope of License, shall be amended to include the following:

Licensee may use the Value Added Products without [*****] to Tele Atlas provided that any copies of the Licensed Tele Atlas Products: (a) are only used for internal purposes, including but not limited to trip, search, and usage data analytics, development/improvement of existing Value Added Products, and evaluation of new Value Added Products; (b) are not distributed to any third parties; and (c) will not be commercially launched as a Value Added Product absent definitive terms and conditions being agreed to between the Parties.

10. Additional provisions with respect to the to Tele Atlas® Local Points of Interest North America product:

Licensee agrees that it shall not deliver the Tele Atlas® Local Points of Interest North America to a company that distributes or provide access to companies that verify, confirm, enhance, audit, or update any files competitive to those of [*****] for the benefit of a third party competitor; competitive files are defined as any file owned, license, marketed by the following companies or any commonly owned company or alias thereof: [*****], and [*****].

[*****] Certain portions denoted with an asterisk have been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

During the Term, Licensee agrees to include within Value Added Product [*****] a statement of attribution noting that portions of the points of interest database have been provided in part by [*****].

Licensee is prohibited from using or providing the Tele Atlas® Local Points of Interest North America for telephone call routing related applications, screen pop applications, CD-ROM directory or other derivative directory product, verification services, caller name services, and online marketing lead verification services.

11. Except as otherwise amended herein, all terms and conditions of the Agreement shall remain in full force and effect. In the event of a conflict in terms, this Amendment #2 shall take precedence over the Agreement and any previous amendment(s).

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment #2 to be effective, valid and binding upon the Parties as of August 1, 2010 (the "Effective Date of this Amendment #2").

Tele Atlas North America, Inc.

a California corporation
11 Lafayette Street
Lebanon, NH 03766-1445

TeleNav, Inc.

a Delaware corporation
1130 Kifer Road
Sunnyvale, CA 94086

By: /s/ Maarten van Gool

By: /s/ Douglas S. Miller

Name: Maarten van Gool

Name: Douglas S. Miller

Title: Managing Director

Title: CFO

Date: 9/17/2010

Date: 9/16/10

[*****] Certain portions denoted with an asterisk have been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

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Licensee _____

ANNEX 1 TO AMENDMENT #2

[*****]
Current Specifications [***]**

[*****]	[*****]	[*****]
[*****]	[*****] [*****]	[*****]

[*****]
[***] Specifications***

[*****]	[*****]	[*****]
[*****]	[*****]	[*****]

* Licensee shall use all commercially reasonable efforts to [*****] in accordance with the requirements above [*****]. However, it will [*****] dependent upon how [*****] acknowledges that Licensee has no control).

To meet the [*****] requirements for the next generation software:

- [*****] as described above
- [*****] as described above
- [*****].
- Licensee must also provide [*****] associated with the [*****].

[*****] Certain portions denoted with an asterisk have been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

**CERTIFICATION OF THE PRESIDENT AND CHIEF EXECUTIVE OFFICER
PURSUANT TO SECURITIES EXCHANGE ACT RULES 13a-14(a) AND 15d-14(a),
AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, H.P. Jin, certify that:

1. I have reviewed this quarterly report on Form 10-Q of TeleNav, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 15, 2010

By: /s/ H.P. Jin

H.P. Jin
President and Chief Executive Officer

**CERTIFICATION OF THE CHIEF FINANCIAL OFFICER
PURSUANT TO SECURITIES EXCHANGE ACT RULES 13a-14(a) AND 15d-14(a),
AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Douglas Miller, certify that:

1. I have reviewed this quarterly report on Form 10-Q of TeleNav, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 15, 2010

By: /s/ Douglas Miller
Douglas Miller
Chief Financial Officer

**CERTIFICATION OF PRESIDENT AND CHIEF EXECUTIVE OFFICER
PURSUANT TO 18 U.S.C. § 1350, AS ADOPTED PURSUANT TO SECTION 906
OF THE SARBANES-OXLEY ACT OF 2002**

I, H.P. Jin, the president and chief executive officer of TeleNav, Inc. (the "Company"), certify for the purposes of 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to the best of my knowledge,

(i) the Quarterly Report of the Company on Form 10-Q for the quarterly period ended September 30, 2010 (the "Report"), fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and

(ii) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

By: /s/ H.P. Jin

H.P. Jin
President and Chief Executive Officer

Date: November 15, 2010

**CERTIFICATION OF CHIEF FINANCIAL OFFICER
PURSUANT TO 18 U.S.C. § 1350, AS ADOPTED PURSUANT TO SECTION 906
OF THE SARBANES-OXLEY ACT OF 2002**

I, Douglas Miller, the chief financial officer of TeleNav, Inc. (the "Company"), certify for the purposes of 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to the best of my knowledge,

(i) the Quarterly Report of the Company on Form 10-Q for the quarterly period ended September 30, 2010 (the "Report"), fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and

(ii) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

By: /s/ Douglas Miller

Douglas Miller
Chief Financial Officer

Date: November 15, 2010