

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

**Amendment No. 1 to
FORM 10-K**

(Mark One)

ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
For the fiscal year ended June 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)

Securities registered pursuant to Section 12(b) of the Act:

| <u>Title of each class</u> | <u>Name of each exchange on which registered</u> |
|--|--|
| Common Stock, \$.001 Par Value per Share | The NASDAQ Global Market |

Securities registered pursuant to Section 12(g) of the Act:
None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act of 1933, as amended. Yes No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Securities Act of 1934, as amended. Yes No

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 if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of the registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K.

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 | <input type="checkbox"/> | Accelerated filer | <input type="checkbox"/> |
| Non-accelerated filer | <input checked="" type="checkbox"/> (Do not check if a smaller reporting company) | Smaller reporting company | <input type="checkbox"/> |

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 December 31, 2009, the last business day of the registrant's most recently completed second fiscal quarter, the registrant's common stock was not listed on any exchange or over-the-counter market. The registrant's common stock began trading on the NASDAQ Global Market on May 13, 2010. The aggregate market value of voting and non-voting common equity held by non-affiliates of the registrant as of June 30, 2010 was approximately \$141 million (based on a closing sale price of \$8.39 per share as reported for the NASDAQ Global Market on June 30, 2010). For purposes of this calculation, shares of common stock held by officers and directors and shares of common stock held by persons who hold more than 10% of the outstanding common stock of the registrant have been excluded from this calculation because such persons may be deemed to be affiliates. This determination of executive officer or affiliate

status is not necessarily a conclusive determination for other purposes.

The number of shares of the registrant's Common Stock, \$.001 par value per share, outstanding as of August 31, 2010 was 42,155,547

DOCUMENTS INCORPORATED BY REFERENCE

None.

TeleNav, Inc.
Fiscal Year 2010
Amendment No. 1 to
Form 10-K
Annual Report

EXPLANATORY NOTE

This Amendment No. 1 to the Form 10-K (this "Amendment") amends TeleNav, Inc.'s (the "Company's") Annual Report on Form 10-K for the year ended June 30, 2010, originally filed on September 24, 2010 (the "Original Filing"). The Company is filing Part IV to include a new redacted version of Exhibit 10.14.7. In addition, pursuant to the rules of the Securities and Exchange Commission, the Company is including with this Amendment certain currently dated certifications.

Except as described above, no other changes have been made to the Original Filing. This Amendment continues to speak as of the date of the Original Filing, and the registrant has not updated the disclosures contained therein to reflect any events that occurred subsequent to the date of the Original Filing. The filing of this Amendment No. 1 to Form 10-K is not a representation that any statements contained in items of Form 10-K other than Part IV, Item 15 are true or complete as of any date subsequent to the Original Filing.

In this Form 10-K, "we," "us" and "our" refer to TeleNav, Inc. and its subsidiaries.

PART IV

ITEM 15. EXHIBITS, FINANCIAL STATEMENT SCHEDULES

(b) Exhibits

The following exhibits are filed herewith or are incorporated by reference to exhibits previously filed with the U.S. Securities and Exchange Commission.

| <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> |
|-----------------------|---|--|--|-------------------|
| 3.1 | Second Amended and Restated Certificate of Incorporation of TeleNav, Inc. filed on May 18, 2010 | Form 10-K | 3.1 | 9/24/10 |
| 3.2 | Amended and Restated Bylaws of TeleNav, Inc. effective as of May 18, 2010 | Form 10-K | 3.2 | 9/24/10 |
| 4.1 | Specimen Common Stock Certificate of TeleNav, Inc. | S-1/A | 4.1 | 1/5/10 |
| 4.2 | Fifth Amended and Restated Investors' Rights Agreement, dated April 14, 2009, between TeleNav, Inc. and certain holders of TeleNav, Inc.'s capital stock named therein. | S-1 | 4.2 | 10/30/09 |
| 10.1 | Form of Indemnification Agreement between Registrant and its directors and officers. | S-1 | 10.1 | 10/30/09 |
| 10.2# | 1999 Stock Option Plan and forms of agreement thereunder. | S-1 | 10.2 | 10/30/09 |
| 10.3# | 2002 Executive Stock Option Plan and forms of agreement thereunder. | S-1 | 10.3 | 10/30/09 |
| 10.4# | 2009 Equity Incentive Plan and forms of agreement thereunder to be in effect upon the closing of this offering. | S-1 | 10.4 | 10/30/09 |
| 10.5# | Employment Agreement, dated as of April 20, 2006, between TeleNav, Inc. and Douglas Miller. | S-1 | 10.5 | 10/30/09 |
| 10.5.1# | Amended and Restated Employment Agreement, dated as of October 28, 2009, between TeleNav, Inc. and Douglas Miller. | S-1 | 10.5.1 | 10/30/09 |
| 10.6# | Employment Agreement, dated as of April 7, 2009, between TeleNav, Inc. and Loren Hillberg. | S-1 | 10.6 | 10/30/09 |
| 10.6.1# | Amended and Restated Employment Agreement, dated as of October 28, 2009, between TeleNav, Inc. and Loren Hillberg. | S-1 | 10.6.1 | 10/30/09 |
| 10.7# | Employment Agreement, dated as of May 4, 2005, between TeleNav, Inc. and Hassan Wahla. | S-1 | 10.7 | 10/30/09 |
| 10.8# | Employment Agreement, dated October 28, 2009, between TeleNav, Inc. and H.P. Jin. | S-1 | 10.8 | 10/30/09 |

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| 10.9# | Form of Employment Agreement between TeleNav, Inc. and each of Y.C. Chao, Salman Dhanani, Robert Rennard and Hassan Wahla. | S-1 | 10.9 | 10/30/09 |
| 10.10# | Severance Agreement and General Release, dated as of January 29, 2009, between TeleNav, Inc. and William Bettencourt. | S-1 | 10.10 | 10/30/09 |
| 10.10.1# | Amendment dated July 8, 2009 to the Severance Agreement and General Release, dated as of January 29, 2009, between TeleNav, Inc. and William Bettencourt. | S-1 | 10.10.1 | 10/30/09 |
| 10.11 | Industrial/R&D Lease, dated as of October 9, 2006, by and between TeleNav, Inc. and Roeder Family Trust B. | S-1 | 10.11 | 10/30/09 |
| 10.11.1 | First Amendment dated October 27, 2006 to the Industrial/R&D Lease, dated as of October 9, 2006, by and between TeleNav, Inc. and Roeder Family Trust B. | S-1 | 10.11.1 | 10/30/09 |
| 10.12 | Shanghai Real Estate Lease Agreement, dated as of April 28, 2009, by and between TeleNav Shanghai Inc. and Shanghai Dongfang Weijing Culture Development Co. | S-1/A | 10.12 | 12/8/09 |
| 10.13† | Sprint Master Application and Services Agreement, dated as of January 30, 2009, by and between TeleNav, Inc. and Sprint United Management Company. | S-1/A | 10.13 | 2/2/10 |
| 10.13.1† | Amendment No. 1 effective as of July 1, 2009 to the Sprint Master Application and Services Agreement, dated as of January 30, 2009, by and between TeleNav, Inc. and Sprint United Management Company. | S-1/A | 10.13.1 | 2/2/10 |
| 10.13.2† | Amendment No. 2 effective as of December 16, 2009 to the Sprint Master Application and Services Agreement, dated as of January 30, 2009, by and between TeleNav, Inc. and Sprint United Management Company. | S-1/A | 10.13.2 | 1/5/10 |
| 10.13.3† | Addendum effective as of March 12, 2010 to the Sprint Master Application and Services Agreement, dated as of January 30, 2009, by and between TeleNav, Inc. and Sprint United Management Company. | S-1/A | 10.13.3 | 4/26/10 |
| 10.14† | License and Service Agreement, dated as of March 19, 2008, by and between TeleNav, Inc. and AT&T Mobility LLC. | S-1/A | 10.14 | 2/2/10 |
| 10.14.1† | First Amendment effective as of November 13, 2008 to the License and Service Agreement, dated as of March 19, 2008, by and between TeleNav, Inc. and AT&T Mobility LLC. | S-1 | 10.14.1 | 10/30/09 |
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| 10.14.4† | Sixth Amendment effective as of October 13, 2009 to the License and Service Agreement, dated as of March 19, 2008, by and between TeleNav, Inc. and AT&T Mobility LLC. | S-1 | 10.14.4 | 10/30/09 |
| 10.14.5† | Seventh Amendment effective as of October 27, 2009 to the License and Service Agreement, dated as of March 19, 2008, by and between TeleNav, Inc. and AT&T Mobility LLC. | S-1/A | 10.14.5 | 12/8/09 |
| 10.14.6† | Eighth Amendment effective as of November 16, 2009 to the License and Service Agreement, dated as of March 19, 2008, by and between TeleNav, Inc. and AT&T Mobility LLC. | S-1/A | 10.14.6 | 1/5/10 |
| 10.14.7* | Ninth Amendment effective as of April 13, 2010 to the License and Service Agreement, dated as of March 19, 2008, by and between TeleNav, Inc. and AT&T Mobility LLC. | Filed herewith | | |
| 10.15† | License Agreement effective as of July 1, 2009, by and between TeleNav, Inc. and Tele Atlas North America, Inc. | S-1/A | 10.15 | 12/8/09 |
| 10.15.1† | Amendment #1 effective as of March 1, 2010 to the License Agreement, dated as of July 1, 2009, by and between TeleNav, Inc. and Tele Atlas North America, Inc. | S-1/A | 10.15.1 | 4/26/10 |
| 10.16† | Data License Agreement, dated as of December 1, 2002, by and between Televigation, Inc. and Navigation Technologies Corporation. | S-1/A | 10.16 | 2/2/10 |
| 10.16.1† | Third Amendment dated December 22, 2004 to the Data License Agreement, dated as of December 1, 2002, by and between Televigation, Inc. and NAVTEQ North America, LLC. | S-1/A | 10.16.1 | 4/26/10 |
| 10.16.2† | Fourth Amendment dated May 18, 2007 to the Data License Agreement, dated as of December 1, 2002, by and between TeleNav, Inc. and NAVTEQ North America, LLC. | S-1/A | 10.16.2 | 2/2/10 |
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| 10.16.7† | Territory License No. 2, dated as of June 30, 2003, by and between Televigation, Inc. and NAVTEQ North America, LLC. | S-1/A | 10.16.7 | 4/26/10 |
| 10.16.8† | Territory License No. 3, dated as of February 7, 2006, by and between TeleNav, Inc. and NAVTEQ North America, LLC. | S-1/A | 10.16.8 | 4/26/10 |
| 10.16.9† | Territory License No. 5, dated as of March 6, 2006, by and between TeleNav, Inc. and NAVTEQ North America, LLC. | S-1/A | 10.16.9 | 4/26/10 |
| 10.16.10† | Territory License No. 6, dated as of May 18, 2007, by and between TeleNav, Inc. and NAVTEQ North America, LLC. | S-1/A | 10.16.10 | 4/26/10 |
| 10.16.11† | Territory License No. 7, dated as of May 18, 2007, by and between TeleNav, Inc. and NAVTEQ North America, LLC. | S-1/A | 10.16.11 | 4/26/10 |
| 10.16.12† | Ninth Amendment dated February 25, 2010 to the Data License Agreement, dated as of December 1, 2002 by and between TeleNav, Inc. and NAVTEQ North America, LLC. | S-1/A | 10.16.12 | 4/26/10 |
| 10.17#* | Employment Offer Letter executed on June 28, 2010 from TeleNav, Inc. to Dariusz Paczuski | Form 10-K | 10.17 | 9/24/10 |
| 10.18#* | First Year Executive Employment Agreement dated June 28, 2010 by and between TeleNav, Inc. and Dariusz Paczuski | Form 10-K | 10.18 | 9/24/10 |
| 21.1 | Subsidiaries of the registrant | Form 10-K | 21.1 | 9/24/10 |
| 24.1 | Power of Attorney (contained in the signature page to this Form 10-K) | 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 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 | | |

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| 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 | Filed herewith | | |

Management contracts or compensation plans or arrangements in which directors or executive officers are eligible to participate.

† Portions of the exhibit have been omitted pursuant to an order granted by the Securities and Exchange Commission for confidential treatment.

* 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 Amendment No. 1 to Form 10-K 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.

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| 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 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 Chief Executive Officer | Filed 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 | Filed herewith | | |

Management contracts or compensation plans or arrangements in which directors or executive officers are eligible to participate.

† Portions of the exhibit have been omitted pursuant to an order granted by the Securities and Exchange Commission for confidential treatment.

* 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 Amendment No. 1 to Form 10-K 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. 9
TO THE
LICENSE AND SERVICE AGREEMENT**

THIS AMENDMENT NO. 9 effective as of April 13, 2010 (the "Amendment Nine Effective Date") by and between **TELENAV, INC.**, a Delaware Corporation with principal offices at 1130 Kifer Road, Sunnyvale, CA 94086 ("LICENSOR"), and **AT&T Mobility LLC**, a Delaware limited liability company with principal offices at 1055 Lenox Park Blvd., Atlanta, GA 30319 ("AT&T") amends the License and Service Agreement dated as of March 19, 2008 between the Parties ("Agreement"). All capitalized terms not otherwise defined herein will have the meanings ascribed to them in the Agreement.

RECITALS

WHEREAS, the parties have amended the Agreement by the:

1. First Amendment dated as of November 13, 2008;
2. Second Amendment dated as of November 20, 2008;
3. Fourth Amendment dated as of June 16, 2009;
4. Sixth Amendment, dated as of October 13, 2009;
5. Seventh Amendment, dated as of October 27, 2009;
6. Eighth Amendment, dated as of November 16, 2009; and

WHEREAS, the Parties inadvertently skipped (and did not execute) a third or fifth amendment to the Agreement and nevertheless desire to continue numbering amendments sequentially; and

WHEREAS, [*****] is developing a [*****] designed specifically for the [*****] and the Parties desire to amend the Agreement to make the [*****] available through such [*****] as provided herein.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree to amend the Agreement as follows:

1. **Description of Information Service.** The Parties desire that the Agreement be supplemented to include the services described in **Exhibit A-1** attached hereto as part of the [*****]. In addition to the other requirements of the Agreement, the [*****] must comply with the requirements set forth in the [*****] (provided separately).
2. **Certified Devices.** The Parties agree that all [*****] may be added as [*****] for purposes of the [*****] in accordance with Section 3.7 of the Agreement.
3. **Exhibit F.** Section 4 of Exhibit F of the Agreement is amended to add the following: "The Parties agree that [*****] will be due to LICENSOR for [*****] through the [*****] to any [*****] capable of [*****] such service."
4. **Property Rights.** The Parties expressly agree that, pursuant to Section 9 of the Agreement, [*****] retains all ownership in the [*****] for the [*****], but limited to only the elements of such [*****] that were [*****] (such as [*****] added to the [*****]). [*****] acknowledges that Section [*****] of the Agreement shall not apply to any efforts pursuant to the provision of [*****]. Except as expressly set forth herein, each Party fully reserves all its rights in and to any and all of its Intellectual Property Rights (including but not limited to all rights in and to any materials, ideas, know-how, specifications, or requirements), and this Amendment grants no such rights or license therein or thereto to the other Party. Without limiting the generality of the immediately preceding sentence, [*****] reserves all its rights in and to the following [*****].
5. **Milestone Deliverables, Tasks and Dependencies** – LICENSOR will use commercially reasonable efforts to comply with the requirements of **Exhibit A-2** attached hereto in developing and delivering the [*****].
6. **No Further Changes.** Except as modified hereby, the Agreement will continue in full force in accordance with its terms.

[*****] 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 WITNESS WHEREOF, AT&T and Licensor, intending to be bound by all of the terms and conditions, have caused this Amendment No. 9 to be duly executed by their respective duly authorized representatives as of the date set forth above. This Amendment No. 9 will not be fully executed and binding on the parties unless and until authorized signatures of both parties are affixed hereto.

AT&T MOBILITY LLC
on behalf of itself and its Affiliates

TeleNav, Inc.

/s/ Ted Woodbery

(Signature)

Printed Name: Ted Woodbery

Title: VP Wireless, Voice and Ancillary Products

Date: April 29, 2010

/s/ Loren E. Hillberg

(Signature)

Printed Name: Loren E. Hillberg

Title: General Counsel

Date: April 29, 2010

EXHIBIT A-1

Description of [*****]

1. [*****] **through the** [*****]. The following is a feature/functionality list for [*****] delivered through the [*****]. The underlying [*****] will be available on [*****] and in stable and complete shape in a mutually agreed timescale, for TeleNav to be able to guarantee quality for dependent features. [*****] shall provide all APIs as required by LICENSOR to enable the following features and functionalities:

Launch [*****] Application –

Display [*****] application [*****]

Launch [*****] application [*****]

Launch [*****]

Launch [*****]

On launch, [*****]

On reboot and launch, [*****]

Display Modes

Portrait mode

Fullscreen mode

List view mode [*****]

[*****] view mode [*****]

[*****]mode[*****]

[*****]mode

Browse [*****]

View [*****]

[*****]

[*****]

[*****]

Enter [*****]

Find a Place [*****]

[*****] to search for [*****]

[*****] to search for [*****]

[*****] text to find [*****]

[*****] places in [*****] view

[*****] places in [*****] view

Show place [*****]

Place Actions

[*****] a place

[*****] place [*****]

[*****] a place

- [*****]

- [*****]

[*****]with a place

- [*****]

[*****]with a place

- [*****]

[*****]with a place

- [*****]

[*****] place [*****]

[*****] **for** [*****]

[*****]

[*****]

[*****]

[*****]

Favorite Places

[*****]

[*****]

Shared Places

[*****]

[*****]

[*****]

Settings

[*****]

[***]integration**

Use Case 1: [*****]

Use Case 2: [*****]

[*****] 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.

2. [**] Application through the [****]**

The [****] application delivered through [****] will be a [****] version of the current [****] application described of the Agreement in Exhibit A, with the same features and capabilities.

[****] complies with [****] interface as defined in the [****] guide and related documents as described in Section [****] of this amendment (provided separately).

[****] 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.

EXHIBIT A-2
[***] milestones for LICENSOR**

| <u>Milestone</u> | <u>Start Date</u> | <u>Delivery Date</u> | <u>Owner</u> |
|--|-------------------|----------------------|--------------|
| [*****] Delivery of Resource Plan and Schedules | | [*****] | [*****] |
| [*****] [*****] | | [*****] | [*****] |
| [*****] Production [*****] Delivered | [*****] | [*****] | [*****] |
| [*****] Application Architecture Document | | [*****] | [*****] |
| [*****] Initial Platform Development (port of application) | [*****] | [*****] | [*****] |
| [*****] Feature complete/[*****] | [*****] | [*****] | [*****] |
| [*****] [*****] Release | [*****] | [*****] | [*****] |
| [*****] [*****] Release* | [*****] | [*****] | [*****] |
| [*****] [*****] Release* | [*****] | [*****] | [*****] |
| [*****] Fixes to [*****] | [*****] | [*****] | [*****] |
| [*****] | | | |

2. Milestone Deliverables, Tasks & Dependencies

This section sets forth the work product, tasks and dependencies for each Milestone. Subject to the dependencies set forth herein, LICENSOR shall provide the work product for each Milestone (each a “Milestone Deliverable”) by the Milestone Due Date and in support of the Key Milestone Schedule identified above—

Milestone 1: Delivery of Resource Plan and Schedules

Deliverable(s):

- The delivery of a mutually agreed upon resource plan
- The delivery of an initial Project Implementation Schedule.

Tasks:

- Document AT&T and LICENSOR roles and responsibilities
- Identify functional leads for AT&T and LICENSOR
- Jointly coordinate working sessions dates, times and locations if any
- Jointly document and publish work sessions schedule (if any) and resource plan.
- Prepare initial Project Implementation Schedule.
- Jointly agree and document number of [*****]
- Mutually agree upon number of [*****]
- Review and approve Resource Plan, Work Sessions Schedule and initial Project Implementation Schedule with AT&T and LICENSOR Senior Project Leads

Milestone 1: Dependencies

- AT&T and LICENSOR Resource availability for the duration of the Work Sessions

Milestone 2: [***]**

Milestone Deliverable(s):

- [*****]
- [*****]

Tasks:

- LICENSOR to ensure its development staff have access to, and familiarity with, latest [*****]
- LICENSOR to identify the list of features which cannot be developed and validated using the [*****] and share these findings with AT&T and list any schedule impacts which will result

Milestone 2: Dependencies

- LICENSOR access to the [*****].
- [*****] supports all [*****] specified in [*****].

Milestone 3: Production [***] delivered**

Milestone Deliverable(s):

- Delivery of final production [*****]

Tasks:

- Creation of detailed [*****]

- Walkthrough with AT&T of [*****] during milestone
- Any change requests after the requirements have been finalized will require a change request form to be completed and submitted to the LICENSOR PM
- LICENSOR will assess the schedule impacts based on the requests and share this feedback with the requesting party

Milestone 3: Dependencies

- Final [*****] provided by AT&T

Milestone 4: Application Architecture Document

Milestone Deliverable(s):

- Draft Architecture Document (to include Functional Specification & Application Architecture for the [*****] Application)
- Final Architecture Document (to include Functional Specification & Application Architecture for the [*****] Application)

Tasks:

- Application Architecture creation

Milestone 4: Dependencies

- Detailed feedback received from AT&T to draft Application Architecture Document
- LICENSOR requires clarification from AT&T on [*****] and [*****] Architecture.
- [*****] - AT&T to provide detailed [*****] that includes [*****]

Milestone 5: Initial Application Development (Port of Application)

Milestone Deliverable(s):

- LICENSOR Core running on target platform [*****]
- Signed [*****] client builds.

Tasks:

- Confirm [*****] is required.
- Port existing [*****] to [*****]
- Run ported [*****] on [*****] and fix any issues.
- Run ported [*****] client on the [*****] and fix any issues.
- Fix any issues with [*****].

Milestone 5: Dependencies

- Delivery of [*****] by AT&T.
- AT&T to provide [*****].

Milestone 6: Feature Complete/[***]**

Milestone Deliverable(s):

- [*****] drop for AT&T [*****] or [*****] that is feature complete
 - Weekly [*****] within Milestone time period
- [*****]
 - Weekly [*****] within Milestone time period
- Test Specification
- Implementation/Release Notes
- Test plan and test cases (as developed by LICENSOR to ensure delivery of the build to the milestone Acceptance criteria and Requirements)

Tasks:

- Deliver application and documentation described above.
- LICENSOR to resolve and verify issues reported in [*****]
- LICENSOR to build a client that is feature complete including [*****] with [*****].
- Implement all features in Feature List including [*****] with [*****] applications.
- Develop [*****] that conform to approved [*****]
- Integrate [*****] into ported [*****] application.
- Add [*****] support to ported [*****] application.

- Add all other [****] support to ported [****] application.
- Expand [****]. Work with LICENSOR [****] to define [****].
- Verify expanded [****] works on [****].
- Map performance optimization for [****].
- Integrate [****] to LICENSOR [****].
- LICENSOR to verify the [****] prior to submission to AT&T

Milestone 6: Dependencies

- The [****] must be available [****] and in stable and complete shape in a mutually agreed timescale, for TeleNav to be able to guarantee quality for dependent features.
- [****] available

[****] 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.

Milestone 7: Beta – Integration Phase

Milestone Deliverable(s):

- [*****] drop for AT&T [*****] or [*****] that is feature complete
 - Weekly [*****] within Milestone time period
- [*****] drop for AT&T [*****] or [*****] that is feature complete
 - Weekly [*****] within Milestone time period
- Implementation/Release Notes
- Test Specification
- Test plan and test cases (as developed by LICENSOR to ensure delivery of the build to the milestone Acceptance criteria and Requirements)

Tasks:

- Deliver application and documentation described above.
- [*****].
- [*****].

Milestone 7: Dependencies

- AT&T to share the test results and file all bugs related to the [*****] by [*****].
- The underlying [*****] must be available [*****] and in stable and complete shape in a mutually agreed timescale, for TeleNav to be able to guarantee quality for dependent features.
- [*****] available

Acceptance Criteria

TeleNav must verify to AT&T that:

- Severity Level 1 count is [*****]
- Severity Level 2 count is [*****]
- Severity Level 3 count is [*****]
- Severity Level 4 count is [*****]

AT&T may choose to verify the results of TeleNav testing

Milestone 8: [***] Release**

Milestone Deliverable(s):

- [*****] that are feature complete with no [*****], based on Requirements
 - Weekly [*****] within Milestone time period
- [*****] drop for AT&T [*****] or [*****] with no [*****].
 - Weekly [*****] within Milestone time period
- Release Notes
- Test plan
- Test cases (as developed by LICENSOR to ensure delivery of the build to the milestone Acceptance criteria)

Tasks:

- Deliver application and documentation described above.
- Provide [*****] to include:
 - participate in [*****] meetings
 - Communicate [*****] via a mutually agreed upon process and using AT&T's [*****] tool
 - Provide timely releases of [*****] that [*****]
 - Provide resolution to [*****] as prioritized by AT&T
- Performance benchmarking focusing on [*****] and [*****].
- Minor bug fixing.

Milestone 8: Dependencies

- AT&T to share the test results and file all bugs related to the [*****] by [*****].
- The underlying [*****] must be available [*****] and in stable and complete shape in a mutually agreed timescale, for TeleNav to be able to guarantee quality for dependent features.

- [*****] are available
- Access to [*****]

Acceptance criteria

- Severity Level 1 count is [*****]
- Severity Level 2 count is [*****]
- Severity Level 3 count is [*****]
- Severity Level 4 count is [*****]

In addition, AT&T may choose to test the build. If AT&T chooses to test the build then the following acceptance criteria apply:

- Severity Level 1 count [*****]
- Severity Level 2 count [*****]
- Severity Level 3 count [*****]
- Severity Level 4 count [*****]

Milestone 9: [***]**

Milestone Deliverable(s):

- [*****] that are feature complete with [*****], based on Requirements
 - Weekly [*****] within Milestone time period
- [*****] drop for AT&T [*****] or [*****] with [*****].
 - Weekly [*****] within Milestone time period
- Release Notes
- Test plan
- Test cases (as developed by LICENSOR to ensure delivery of the build to the milestone Acceptance criteria)

Tasks:

- Performance benchmarking focusing on [*****] and [*****].
- Minor bug fixing.
- Deliver application and documentation described above.
- Provide [*****] to include:
 - participate in [*****] meetings
 - Communicate [*****] via a mutually agreed upon process and using [*****]
 - Provide timely releases of [*****] that resolve [*****]
 - Provide resolution to [*****] as prioritized by AT&T

Milestone 9: Dependencies

- AT&T to share the test results and file all bugs related to the [*****] release by [*****].
- [*****] are available
- Access to [*****]
- The underlying [*****] must be available [*****] and in stable and complete shape in a mutually agreed timescale, for TeleNav to be able to guarantee quality for dependent features.

Acceptance criteria

TeleNav must verify to AT&T that:

- Severity Level 1 count is [*****]
- Severity Level 2 count is [*****]
- Severity Level 3 count is [*****]
- Severity Level 4 count is [*****]

In addition, AT&T may choose to test the build. If AT&T chooses to test the build then the following acceptance criteria apply:

- Severity Level 1 count [*****]
- Severity Level 2 count [*****]
- Severity Level 3 count [*****]

- Severity Level 4 count [*****]

Milestone 10: Fixes to [***]**

Milestone Deliverable(s):

After [*****] is released, TeleNav will continue supporting AT&T for any [*****] and [*****] raised by AT&T or found by TeleNav through [*****].

- LICENSOR to fix any [*****] issues raised by AT&T within [*****] and to make commercially reasonable efforts to resolve [*****] issues: LICENSOR will:
 - Participate in [*****] meetings
 - Communicate [*****] via a mutually agreed upon process and using [*****]
 - Provide timely releases of [*****] that resolve [*****]

Tasks:

- Ongoing support as noted above

Milestone 10: Dependencies

- [*****] are available to TeleNav to resolve and verify defects reporting during [*****]
- Access to [*****] to resolve and verify defects reporting during [*****]
- During [*****] the [*****] must be available [*****] and in stable and complete shape in a mutually agreed timescale, for TeleNav to be able to guarantee quality of ongoing fixes

[*****] 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 Amendment No. 1 to the annual report on Form 10-K 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: December 21, 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 Amendment No. 1 to the annual report on Form 10-K 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: December 21, 2010

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

**CERTIFICATION OF 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 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) Amendment No. 1 to the Annual Report of the Company on Form 10-K for the fiscal year ended June 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: December 21, 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) Amendment No. 1 to the Annual Report of the Company on Form 10-K for the fiscal year ended June 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: December 21, 2010