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G Cloud 15

Google Maps Platform License Agreement (Reseller Version)

These terms were current at the time of submission. Current and updated terms can be found here:- <https://cloud.google.com/maps-platform/terms/>

Google Maps Platform Terms of Service

These Google Maps Platform Terms of Service, including the AUP and other URL Terms (together, the "Agreement") are entered into by Google (as defined at <https://cloud.google.com/terms/google-entity>) and the entity or person agreeing to these terms ("Customer"), and governs Customer's access to and use of the Services.

This Agreement is effective when Customer clicks to accept the Agreement, or enters into an agreement into which these terms are incorporated by reference (the "Effective Date"). As the person accepting this Agreement on Customer's behalf, you represent and warrant that: (a) you have full legal authority to bind Customer to this Agreement; (b) you have read and understand this Agreement; and (c) you agree, on behalf of Customer, to this Agreement. If you do not have the legal authority to bind Customer, please do not click to accept or use the Services.

If Customer's billing account address is in the European Economic Area, the Google Maps Platform EEA Terms of Service (as described at <https://cloud.google.com/terms/maps-platform/eea>) ("EEA TOS"), will govern Customer's



access to and use of the Services. However, to the extent that a Customer's project integration existing prior to July 8, 2025 remains in an unmodified state, such project integration will continue to be governed by the terms of this Agreement, and not the EEA TOS.

If you are accessing the Services as a customer of an unaffiliated Google Maps reseller, these terms will apply to you in relation to your use of the Services (subject to the "Reseller Orders" section of this Agreement). However, if you fall under one of the exempt categories described at <https://cloud.google.com/terms/direct-tos-exemptions> for the applicable Services, these terms do not apply to you, unless you and Google agree otherwise in writing. If you become exempt from these terms after the Effective Date, this will not affect any liability arising

1. Accessing the Services.

1.1 *Admin Console*. Customer will have access to the Admin Console, through which Customer may manage its use of the Services. Customer must use the Admin Console in accordance with the Admin Console Documentation.

1.2 *Accounts*. Customer must have an Account to use the Services and is responsible for the information it provides to create the Account, the security of its passwords for the Account, and for any use of its Account, including any use of its API key(s). Customer is responsible for ensuring that only authorized domains and applications use the Services. Google has no obligation to provide multiple accounts to Customer.

1.3 *Updates*

(a) *To the Services*. Google may update, discontinue, and otherwise modify the Services from time to time, subject to 1.3(c). Google will notify Customer if Google makes a change to the Services that materially reduces Service features or functionalities, provided that Customer has subscribed with Google to be informed about such change.

(b) *To the Agreement*. Google may make updates to the Agreement (including the URL terms) and pricing from time to time. Google will post any modification to this Agreement to <https://cloud.google.com/maps-platform/terms>. Unless otherwise noted by Google,



material changes to the Agreement will become effective 30 days after notice is given, except to the extent the changes apply to new Services or functionality or are required by applicable law or court order, in which case they will be effective immediately. Google will provide at least 90 days' advance notice for materially adverse changes to any SLAs by: (i) sending an email to the Notification Email Address; (ii) posting a notice in the Admin Console; or (iii) posting a notice to the applicable SLA webpage. If Customer does not agree to the revised Agreement, Customer may stop using the Services. Customer may also terminate this Agreement for convenience under Section 10.4 (Termination for Convenience). Customer's continued use of the Services after the material change becomes effective will constitute Customer's consent to such update.

(c) *Discontinuation of Services*. Google will notify Customer at least 12 months before discontinuing a Service (or associated material functionality) without providing a materially similar replacement. Further, Google will notify Customer at least 12 months before modifying any Customer-facing Google APIs in a backwards-incompatible manner. Nothing in this Section 1.3(c) limits Google's ability to make changes required to comply with applicable law, address a material security risk, or avoid a substantial economic or material technical burden. This Section 1.3(c) does not apply to pre-general availability Services, offerings or functionality.

2. Payment Terms.

2.1 *Free Quota*. Certain Services are provided to Customer without charge up to the Fee Threshold, as applicable.

2.2 *Online Billing*. At the end of the applicable Fee Accrual Period, Google will issue an electronic bill to Customer for all charges accrued based on Customer's use of the Services during the applicable Fee Accrual Period (including, if applicable, the relevant Fees for Maps Technical Support Services). If Google reasonably determines based on evidence available to Google that Customer is at risk of non-payment or that Customer's Account is potentially fraudulent, then Google may invoice Customer more frequently. Customer will pay all Fees set forth in the invoice. If Customer elects to pay by credit card, debit card, or other non-invoiced form of payment, Google will charge (and Customer will pay) all Fees immediately at the end of the Fee Accrual Period. If Customer elects to pay by invoice (and Google agrees), all Fees are



due as stated in the invoice. Unless required by law, Customer's obligation to pay all Fees is non-cancellable. Google's measurement of Customer's use of the Services is final. Google has no obligation to provide multiple bills. Payments made via wire transfer must include the bank information provided by Google.

2.3 Taxes.

(a) Customer is responsible for any Taxes, and Customer will pay Google for the Services without any reduction for Taxes. If Google is obligated to collect or pay Taxes, the Taxes will be invoiced to Customer and Customer will pay such Taxes to Google, unless Customer provides Google with a timely and valid tax exemption certificate in respect of those Taxes. If Taxes must be withheld from any payment to Google, then Customer will increase the payment to Google so that the net amount received by Google is equal to the amount invoiced, without reduction for Taxes.

(b) If required under applicable law, Customer will provide Google with applicable tax identification information that Google may require to ensure its compliance with applicable tax regulations and authorities in applicable jurisdictions. Customer will be liable to pay (or reimburse Google for) any taxes, interest, penalties or fines arising out of any mis-declaration by the Customer.

2.4 Payment Disputes & Refunds. Any payment disputes must be submitted in good faith before the payment due date. If Google, having reviewed the dispute in good faith, determines that certain billing inaccuracies are attributable to Google, Google will not issue a corrected invoice, but instead will issue a credit memo specifying the incorrect amount in the affected invoice. If a disputed invoice has not yet been paid, Google will apply the credit memo amount to a disputed invoice, and Customer will be responsible for paying the resulting net balance due on that invoice. Refunds given by Google for billing inaccuracies under this Section will only be in the form of credit for the Services. Nothing in the Agreement obligates Google to extend credit to any party.

2.5 Delinquent Payments; Suspension. Late payments (which, for clarity, do not include amounts subject to a good faith payment dispute submitted before the payment due date), may bear interest at the rate of 1.5% per month (or the highest rate permitted by law, if less)



from the payment due date until paid in full. Customer will be responsible for all reasonable expenses (including attorneys' fees) incurred by Google in collecting such delinquent amounts. Further, in the event of any late payment for the Services is overdue, Google may Suspend the Services.

2.6 No Purchase Order Number Required. Customer is obligated to pay all applicable Fees without any requirement for Google to provide a purchase order number on Google's invoice (or otherwise).

3. License.

3.1 License Grant. Subject to the Agreement's terms, during the Term, Google grants to Customer a non-exclusive, non-transferable, non-sublicensable, license to use the Services in Customer Application(s).

3.2 License Requirements and Restrictions. The following are conditions of the license granted in Section 3.1 (License Grant). In this Section 3.2 (License Requirements and Restrictions), the phrase "Customer will not" means "Customer will not, and will not permit a third party to".

3.2.1 General Restrictions. Customer will not: (a) copy, modify, create a derivative work of, reverse engineer, decompile, translate, disassemble, or otherwise attempt to extract any or all of the source code (except to the extent such restriction is expressly prohibited by applicable law); (b) sell, resell, sublicense, transfer, or distribute the Services; or (c) access or use the Services: (i) for High Risk Activities; (ii) in a manner intended to: (1) avoid incurring Fees, (2) breach or causes the breach of Export Control Laws; (iii) for materials or activities that are subject to the International Traffic in Arms Regulations (ITAR) maintained by the United States Department of State; (iv) to transmit, store, or process health information subject to United States HIPAA regulations; (v) to distribute or market in a Prohibited Territory any Customer Application(s) that use the Google Maps Core Services; or (vi) in a Customer Application that would be deemed to be a "Website or online service directed to children" under the Children's Online Privacy Protection Act (COPPA).

3.2.2 Requirements for Using the Services.

(a) Terms of Service and Privacy Policy.



(i) The Customer Application's terms of service will (A) notify users that the Customer Application includes Google Maps features and content; and (B) state that use of Google Maps features and content is subject to the then-current versions of the: (1) Google Maps End User Additional Terms of Service at https://maps.google.com/help/terms_maps/; and (2) Google Privacy Policy at <https://policies.google.com/privacy>.

(ii) If the Customer Application allows users to include the Google Maps Core Services in Downstream Products, then Customer will contractually require that all Downstream Products' terms of service satisfy the same notice and flow-down requirements that apply to the Customer Application under Section 3.2.2 (a) (i) (Terms of Service and Privacy Policy).

(iii) If users of the Customer Application (and Downstream Products, if any) fail to comply with the applicable terms of the Google Maps/Google Earth Additional Terms of Service, then Customer will take appropriate enforcement action, including Suspending or terminating those users' use of Google Maps features and content in the Customer Application or Downstream Products.

(b) *Attribution*. Customer will display all attribution that (i) Google provides through the Services (including branding, logos, and copyright and trademark notices); or (ii) is specified in the Maps Service Specific Terms. Customer will not modify, obscure, or delete such attribution.

(c) *Review of Customer Applications*. At Google's request, Customer will submit Customer Application(s) and Project(s) to Google for review to ensure compliance with the Agreement (including the AUP).

3.2.3 *Restrictions Against Misusing the Services*.

(a) *No Scraping*. Customer will not export, extract, or otherwise scrape Google Maps Content for use outside the Services. For example, Customer will not: (i) pre-fetch, index, store, reshare, or rehost Google Maps Content outside the services; (ii) bulk download Google Maps tiles, Street View images, geocodes, directions, distance matrix results, roads information, places



information, elevation values, and time zone details; (iii) copy and save business names, addresses, or user reviews; or (iv) use Google Maps Content with text-to-speech services.

(b) *No Caching*. Customer will not cache Google Maps Content except as expressly permitted under the Maps Service Specific Terms.

(c) *No Creating Content From Google Maps Content*. Customer will not create content based on Google Maps Content. For example, Customer will not: (i) trace or digitize roadways, building outlines, utility posts, or electrical lines from the Maps JavaScript API Satellite base map type; (ii) create 3D building models from 45° Imagery from Maps JavaScript API; (iii) build terrain models based on elevation values from the Elevation API; (iv) use latitude/longitude values from the Places API as an input for point-in-polygon analysis; (v) construct an index of tree locations within a city from Street View imagery; (vi) convert text-based driving times into synthesized speech results; or (vii) use Google Maps Content to improve machine learning and artificial intelligence models, including to train, test, validate or fine-tune the models.

(d) *No Re-Creating Google Products or Features*. Customer will not use the Services to create a product or service with features that are substantially similar to or that re-create the features of another Google product or service. Customer's product or service must contain substantial, independent value and features beyond the Google products or services. For example, Customer will not: (i) re-distribute the Google Maps Core Services or pass them off as if they were Customer's services; (ii) use the Google Maps Core Services to create a substitute of the Google Maps Core Services, Google Maps, or Google Maps mobile apps, or their features; (iii) use the Google Maps Core Services in a listings or directory service or to create or augment an advertising product; (iv) combine data from the Directions API, Geolocation API, and Maps SDK for Android to create real-time navigation functionality substantially similar to the functionality provided by the Google Maps for Android mobile app.

(e) *No Use With Non-Google Maps*. To avoid quality issues and/or brand confusion, Customer will not use the Google Maps Core Services with or near a non-Google Map in a Customer Application. For example, Customer will not (i) display or use Places content on a non-Google



Map, (ii) display Street View imagery and non-Google Maps on the same screen, or (iii) link a Google Map to non-Google Maps Content or a non-Google Map.

(f) *No Use in Embedded Vehicle Systems*. Customer will not use the Google Maps Core Services in connection with any Customer Application or device embedded in a vehicle. For example, Customer will not create a Customer Application that (i) is embedded in an in-dashboard automotive infotainment system; and (ii) allows End Users to request driving directions from the Directions API.

(g) *No Modifying Search Results Integrity*. Customer will not modify any of the Google Maps Core Services' search results.

3.2.4 *Benchmarking*. If Customer publicly discloses (whether directly or through a third party) the results of any comparative or compatibility testing, benchmarking, or evaluation of the Services (each, a "Test"): (a) the disclosure must include all information necessary for Google or a third party to replicate the Test; and (b) Google may conduct and publicly disclose the results of Tests against publicly available products or services provided by Customer.

4. Customer Obligations.

4.1 *Compliance*. Customer will: (a) ensure that Customer's and its End Users' use of the Services complies with the Agreement; (b) prevent and terminate any unauthorized use of or access to its Account(s) or the Services; and (c) promptly notify Google of any unauthorized use of or access to its Account(s) or the Services of which Customer becomes aware.

4.2 *Documentation*. Google may provide Documentation for Customer's use of the Services. The Documentation may specify restrictions (e.g. attribution or HTML restrictions) on how the Services may be used and Customer will comply with any such restrictions specified.

4.3 *Copyright Policy*. Google will respond to notices of alleged copyright infringement and may terminate repeat infringers in appropriate circumstances as required to maintain safe harbor for online service providers under the U.S. Digital Millennium Copyright Act. If Customer believes a person or entity is infringing Customer's or End Users' copyrights and would like to



notify Google, Customer can find information about submitting notices, and Google's policy about responding to notices at <https://www.google.com/dmca>.

4.4 Data Use, Protection, and Privacy.

(a) *Data Use and Retention*. To provide the Services through the Customer Application(s), Google collects and receives data from Customer and End Users (and End Users' End Users, if any), including search terms, IP addresses, and latitude/longitude coordinates. Customer acknowledges and agrees that Google and its Affiliates may use and retain this data to provide and improve Google products and services, subject to the Google Privacy Policy at <https://policies.google.com/privacy>.

(b) *Data Protection Terms*. Google and Customer agree to the Controller-Controller Data Protection Terms at <https://business.safety.google/controllerterms/>.

(c) *End User Requirements*.

(i) *End User Privacy*. Customer's use of the Services in the Customer Application will comply with applicable privacy laws, including laws regarding Services that store and access Cookies on End Users' devices. Customer will comply with the then-current Consent Policy at <https://www.google.com/about/company/user-consent-policy/>, if applicable.

(ii) *End User Personal Data*. Through the normal functioning of the Google Maps Core Services, End Users provide personally identifiable information and Personal Data directly to Google, subject to the then-current Google Privacy Policy at <https://policies.google.com/privacy>. However, Customer will not provide to Google (1) any End User's personally identifiable information; or (2) any European End User's Personal Data (where "European" means "European Economic Area, Switzerland, or the UK").



(iii) *End User Location Privacy Requirements*. To safeguard End Users' location privacy, Customer will ensure that the Customer Application(s): (A) notify End Users in advance of (1) the type(s) of data that Customer intends to collect from the End Users or the End Users' devices, and (2) the combination and use of End User's location with any other data provider's data; and (B) will not obtain or cache any End User's location except with the End User's express, prior, revocable consent.

5. Suspension.

5.1 *AUP Violations*. If Google becomes aware that Customer's or any End User's use of the Services violates the AUP, Google will notify Customer and request Customer correct the violation. If Customer fails to correct the violation within 24 hours, or if Google is otherwise required by applicable law to take action, then Google may Suspend all or part of Customer's use of the Services until the violation is corrected.

5.2 *Other Suspension*. Notwithstanding Section 5.1 (AUP Violations), Google may immediately Suspend Customer's use of the Services if (a) Google reasonably believes Suspension is needed to protect the Services, Google's infrastructure supporting the Services, or any other customer of the Services (or their End Users); (b) Google is required to Suspend such use to comply with applicable law; (c) there is suspected unauthorized third-party access to the Services; or (d) Customer violates Section 3.2 (License Requirements and Restrictions), or Section 4.4 (Data Use, Protection, and Privacy). Google will lift any such Suspension when the circumstances giving rise to the Suspension have been resolved to Google's satisfaction. At Customer's request, Google will, unless prohibited by applicable law, notify Customer of the basis for the Suspension as soon as is reasonably possible.

5.3 *For Alleged Third-Party Intellectual Property Rights Infringement*. If the Customer Application is alleged to infringe a third party's Intellectual Property Rights, Google may suspend all use of the Google Maps Services in the Customer Application on 30 days' written notice until such allegation is fully resolved. This Section 5.3 (For Alleged Third-Party Intellectual Property Rights Infringement) does not reduce Customer's obligations under Section 14 (Indemnification).

6. Intellectual Property Rights; Feedback.



6.1 Intellectual Property Rights. Except as expressly stated in the Agreement, the Agreement does not grant either party any rights, implied or otherwise, to the other's content or any of the other's intellectual property. As between the parties, Customer retains all Intellectual Property Rights in the Customer Application, and Google retains all Intellectual Property Rights in the Google Maps Core Services.

6.2 Customer Feedback. If Customer provides Google feedback or suggestions about the Services ("Feedback"), then Google may use that Feedback without restriction and without obligation to Customer.

7. Third Party Legal Notices and License Terms.

Certain components of the Services (including open source software) are subject to third-party copyright and other Intellectual Property Rights, as specified in: (a) the Google Maps/Google Earth Legal Notices at https://www.google.com/help/legalnotices_maps/; and (b) separate, publicly-available third-party license terms, which Google will provide to Customer on request.

8. Technical Support Services.

8.1 By Google. Subject to the payment of applicable support Fees, Google will provide Maps Technical Support Services to Customer during the Term in accordance with the Maps Technical Support Services Guidelines.

8.2 By Customer. Customer is responsible for technical support of its Customer Applications and Projects.

9. Confidentiality.

9.1 Confidentiality Obligations. The recipient will only use the disclosing party's Confidential Information to exercise the recipient's rights and fulfill its obligations under the Agreement, and will use reasonable care to protect against the disclosure of the disclosing party's Confidential Information. The recipient may disclose Confidential Information only to its employees, Affiliates, agents, or professional advisors ("Delegates") who need to know it and who have agreed in writing (or in the case of professional advisors are otherwise bound) to keep it confidential. The recipient will ensure that its Delegates use the received Confidential Information only to exercise rights and fulfill obligations under this Agreement.



9.2 Required Disclosure. Notwithstanding Section 9.1 (Confidentiality Obligations), the recipient and its Affiliates may disclose Confidential Information to the extent required by applicable Legal Process; provided that the recipient or its Affiliates use commercially reasonable efforts to: (a) promptly notify the other party before any such disclosure; and (b) comply with the other party's reasonable requests regarding its efforts to oppose the disclosure. The above subsections (a) and (b) will not apply if the recipient determines that complying with (a) and (b) could (i) result in a violation of Legal Process; (ii) obstruct a governmental investigation; or (iii) lead to death or serious physical harm to an individual.

9.3 Disclosure Requests. As between the parties, Customer is responsible for responding to all third party requests concerning its use and Customer End Users' use of the Services.

10. Term and Termination.

10.1 Agreement Term. The term of this Agreement (the "Term") starts on the Effective Date and continues until the Agreement is terminated as stated in this Section 10.

10.2 Termination for Breach. To the extent permitted by applicable law, either party may terminate the Agreement immediately on written notice if the other party: (a) is in material breach of the Agreement and fails to cure that breach within 30 days after receipt of written notice; (b) ceases its business operations; or (c) becomes subject to insolvency proceedings and the proceedings are not dismissed within 90 days. Google may terminate Projects or Customer's access to Services, if Customer meets any of the conditions in subsections (a) or (b).

10.3 Termination for Inactivity. Google may terminate the provision of Services to a Customer Project with 30 days' advance notice if, for a period of 60 days, the Project has not (a) made any requests to the Services; and (b) the Project has not incurred any Fees for Services.

10.4 Termination for Convenience. Customer may stop using the Services at any time. Subject to any financial commitments in an Order Form or addendum to this Agreement, Customer may terminate this Agreement for its convenience at any time with 30 days' prior written notice, and upon termination, must cease use of the applicable Services. Google may terminate this Agreement or any applicable Order Form for its convenience at any time without liability to Customer, with 30 days' prior written notice to Customer.



10.5 Termination Due to Applicable Law; Violation of Laws. Google may terminate this Agreement immediately on written notice if Google reasonably believes that (a) continued provision of any Service used by Customer would violate applicable law(s) or (b) Customer has violated or caused Google to violate any Anti-Bribery Laws or Export Control Laws.

10.6 Effects of Termination. If this Agreement terminates: (a) all rights and access to the Services will terminate; (b) all Fees owed by Customer to Google are immediately due upon receipt of the final electronic bill or as stated in the final invoice; and (c) Customer will delete the Software and any content from the Services by the termination effective date.

11. Publicity.

Customer may state publicly that it is a Google customer and display Google Brand Features in accordance with the Trademark Guidelines. Google may use Customer's name or Brand Features in online or offline promotional materials of the Services. Each party may use the other party's Brand Features only as permitted in the Agreement. Any use of a party's Brand Features will inure to the benefit of the party holding Intellectual Property Rights to those Brand Features. A party may revoke the other party's right to use its Brand Features under this Section with written notice to the other party and a reasonable period to stop the use.

12. Representations and Warranties.

Each party represents and warrants that: (a) it has full power and authority to enter into the Agreement; and (b) it will comply with Export Control Laws and Anti-Bribery Laws applicable to its provision, receipt, or use, of the Services, as applicable.

13. Disclaimer.

EXCEPT AS EXPRESSLY PROVIDED FOR IN THE AGREEMENT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, GOOGLE: (A) DOES NOT MAKE ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE, NONINFRINGEMENT, OR ERROR-FREE OR UNINTERRUPTED USE OF THE SERVICES OR SOFTWARE; (B) MAKES NO REPRESENTATION ABOUT CONTENT OR INFORMATION ACCESSIBLE THROUGH THE SERVICES; AND (C) SUBJECT TO APPLICABLE LAW, WILL ONLY BE REQUIRED TO PROVIDE THE REMEDIES EXPRESSLY STATED IN THE SLA FOR FAILURE TO PROVIDE THE SERVICES. GOOGLE MAPS CORE SERVICES ARE PROVIDED FOR PLANNING PURPOSES ONLY.



INFORMATION FROM THE GOOGLE MAPS CORE SERVICES MAY DIFFER FROM ACTUAL CONDITIONS, AND MAY NOT BE SUITABLE FOR THE CUSTOMER APPLICATION. CUSTOMER MUST EXERCISE INDEPENDENT JUDGMENT WHEN USING THE SERVICES TO ENSURE THAT (i) GOOGLE MAPS ARE SUITABLE FOR THE CUSTOMER APPLICATION; AND (ii) THE CUSTOMER APPLICATION IS SAFE FOR END USERS AND OTHER THIRD PARTIES.

14. Indemnification.

14.1 *Customer Indemnification Obligations.* Unless prohibited by applicable law, Customer will defend Google and its Affiliates and indemnify them against Indemnified Liabilities in any Third-Party Legal Proceeding to the extent arising from (a) any Customer Indemnified Materials or (b) Customer's or an End User's use of the Services in violation of the AUP or in violation of the Agreement.

14.2 *Google Indemnification Obligations.* Google will defend Customer and its Affiliates participating under the Agreement ("Customer Indemnified Parties"), and indemnify them against Indemnified Liabilities in any Third-Party Legal Proceeding to the extent arising from an Allegation that Customer Indemnified Parties' use of Google Indemnified Materials infringes the third party's Intellectual Property Rights. Google's indemnity obligations under this Section 14.2 (Google's Indemnification Obligations) will be subject to the liability cap in Section 15.1(b)(Limited Liabilities).

14.3 *Indemnification Exclusions.* Sections 14.1 (Customer Indemnification Obligations) and 14.2 (Google Indemnification Obligations) will not apply to the extent the underlying Allegation arises from (a) the indemnified party's breach of the Agreement or (b) a combination of the Customer Indemnified Materials or Google Indemnified Materials (as applicable) with materials not provided by the indemnifying party, unless the combination is required by the Agreement.

14.4 *Indemnification Conditions.* Sections 14.1 (Customer Indemnification Obligations) and 14.2 (Google Indemnification Obligations) are conditioned on the following:

(a) The indemnified party must promptly notify the indemnifying party in writing of any Allegation(s) that preceded the Third-Party Legal Proceeding and cooperate reasonably with the indemnifying party to resolve the Allegation(s) and Third-Party Legal Proceeding. If breach



of this Section 14.4(a) prejudices the defense of the Third-Party Legal Proceeding, the indemnifying party's obligations under Section 14.1 (Customer Indemnification Obligations) or 14.2 (Google Indemnification Obligations) (as applicable) will be reduced in proportion to the prejudice.

(b) The indemnified party must tender sole control of the indemnified portion of the Third-Party Legal Proceeding to the indemnifying party, subject to the following: (i) the indemnified party may appoint its own non-controlling counsel, at its own expense; and (ii) any settlement requiring the indemnified party to admit liability, pay money, or take (or refrain from taking) any action, will require the indemnified party's prior written consent, not to be unreasonably withheld, conditioned, or delayed.

14.5 *Remedies.*

(a) If Google reasonably believes the Services might infringe a third party's Intellectual Property Rights, then Google may, at its sole option and expense: (i) procure the right for Customer to continue using the Services; (ii) modify the Services to make them non-infringing without materially reducing their functionality; or (iii) replace the Services with a non-infringing, functionally equivalent alternative.

(b) If Google does not believe the remedies in Section 14.5(a) are commercially reasonable, then Google may Suspend or terminate Customer's use of the impacted Services.

14.6 *Sole Rights and Obligations.* Without affecting either party's termination rights and to the extent permitted by applicable law, this Section 14 states the parties' sole and exclusive remedy under the Agreement for any Allegations of Intellectual Property Rights infringement covered by this Section 14 (Indemnification).

15. Liability.

15.1 *Limited Liabilities*

(a) To the extent permitted by applicable law and subject to Section 15.2 (Unlimited Liabilities), neither party and Google's licensors will have any Liability arising out of or relating to the Agreement for any (i) indirect, consequential, special, incidental, or punitive damages or (ii) lost revenues, profits, savings, or goodwill.



(b) Each party's total aggregate Liability for damages arising out of or relating to the Agreement is limited to the Fees Customer paid under the Agreement during the 12 month period before the event giving rise to Liability.

15.2 *Unlimited Liabilities*. Nothing in the Agreement excludes or limits either party's Liability for:

(a) its infringement of the other party's Intellectual Property Rights

(b) its payment obligations under the Agreement; or

(c) matters for which liability cannot be excluded or limited under applicable law.

16. Advertising.

In its sole discretion, Customer may configure the Service to either display or not display advertisements served by Google.

17. U.S. Federal Agency Users.

The Services were developed solely at private expense and are commercial computer software and related documentation within the meaning of the applicable Federal Acquisition Regulations and their agency supplements.

18. Miscellaneous.

18.1 *Notices*. Under this Agreement, notices to Customer must be sent to the Notification Email Address and notices to Google must be sent to legal-notices@google.com. Notice will be treated as received when the email is sent. Customer is responsible for keeping its Notification Email Address current throughout the Term.

18.2 *Assignment*. Customer may not assign the Agreement without the written consent of Google, except to an Affiliate where: (a) the assignee has agreed in writing to be bound by the terms of the Agreement; (b) the assigning party remains liable for obligations under the Agreement if the assignee defaults on them; and (c) the assigning party has notified the other party of the assignment. Any other attempt by Customer to assign is void. Google may assign the Agreement without the written consent of Customer by notifying Customer of the assignment.



18.3 *Change of Control*. If a party experiences a change of Control other than an internal restructuring or reorganization (for example, through a stock purchase or sale, merger, or other form of corporate transaction), then: (a) that party will give written notice to the other party within 30 days after the change of Control; and (b) the other party may immediately terminate the Agreement any time between the change of Control and 30 days after it receives that written notice.

18.4 *Force Majeure*. Neither party will be liable for failure or delay in performance to the extent caused by circumstances beyond its reasonable control, including acts of God, natural disasters, terrorism, riots, or war.

18.5 *Subcontracting*. Google may subcontract obligations under this Agreement but will remain liable to Customer for any subcontracted obligations.

18.6 *No Agency*. This Agreement does not create any agency, partnership or joint venture between the parties.

18.7 *No Waiver*. Neither party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under this Agreement.

18.8 *Severability*. If any part of this Agreement is invalid, illegal, or unenforceable, the rest of this Agreement will remain in effect.

18.9 *No Third-Party Beneficiaries*. This Agreement does not confer any benefits on any third party unless it expressly states that it does.

18.10 *Equitable Relief*. Nothing in this Agreement will limit either party's ability to seek equitable relief.

18.11 *Governing Law*.

(a) *For U.S. City, County, and State Government Entities*. If Customer is a U.S. city, county or state government entity, then this Agreement will be silent regarding governing law and venue.



(b) *For U.S. Federal Government Entities.* If Customer is a U.S. federal government entity then the following applies: ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES WILL BE GOVERNED BY THE LAWS OF THE UNITED STATES OF AMERICA, EXCLUDING ITS CONFLICT OF LAWS RULES. SOLELY TO THE EXTENT PERMITTED BY FEDERAL LAW: (I) THE LAWS OF THE STATE OF CALIFORNIA (EXCLUDING CALIFORNIA'S CONFLICT OF LAWS RULES) WILL APPLY IN THE ABSENCE OF APPLICABLE FEDERAL LAW; AND (II) FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES, THE PARTIES CONSENT TO PERSONAL JURISDICTION IN, AND THE EXCLUSIVE VENUE OF, THE COURTS IN SANTA CLARA COUNTY, CALIFORNIA.

(c) *For All Other Entities.* If Customer is any entity not identified in Section 18.11 (a) (For U.S. City, County, and State Government Entities) or 18.11(b) (For U.S. Federal Government Entities) then the following applies: ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES WILL BE GOVERNED BY CALIFORNIA LAW, EXCLUDING THAT STATE'S CONFLICT OF LAWS RULES, AND WILL BE LITIGATED EXCLUSIVELY IN THE FEDERAL OR STATE COURTS OF SANTA CLARA COUNTY, CALIFORNIA, USA; THE PARTIES CONSENT TO PERSONAL JURISDICTION IN THOSE COURTS.

18.12 *Amendments.* Except as stated in Section 1.3 (b)(Updates; To the Agreement), any amendment to the Agreement must be in writing, expressly state that it is amending this Agreement, and be signed by both parties.

18.13 *Survival.* The following will survive expiration or termination of this Agreement: Section 2 (Payment Terms), Section 3.2 (License Requirements and Restrictions), Section 4.3 (Copyright Policy), Section 4.4 (Data Use, Protection, and Privacy), Section 6 (Intellectual Property Rights; Feedback), Section 7 (Third Party Legal Notices and License Terms), Section 9 (Confidentiality), Section 10.6 (Effects of Termination), Section 13 (Disclaimer), Section 14 (Indemnification), Section 15 (Liability), Section 18 (Miscellaneous), and Section 20 (Definitions).

18.14 *Entire Agreement.* This Agreement states all terms agreed between the parties and supersedes any prior or contemporaneous agreements between the parties relating to its subject matter. In entering into this Agreement, neither party has relied on, and neither party



will have any right or remedy based on, any statement, representation or warranty (whether made negligently or innocently), except those expressly stated in this Agreement. This Agreement includes URL links to other terms (including the URL Terms), which are incorporated by reference into the Agreement. After the Effective Date, Google may provide an updated URL in place of any URL in the Agreement.

18.15 *Conflicting Terms.* If there is a conflict between the documents that make up this Agreement, then the documents will control in the following order: the Agreement and the terms at any URL.

18.16 *Conflicting Languages.* If this Agreement is translated into any other language, and there is a discrepancy between the English text and the translated text, the English text will govern.

19. Reseller Orders.

This Section applies if Customer orders the Services from a Reseller under a Reseller Agreement (including the Reseller Order Form).

19.1 *Orders.* If Customer orders Services from Reseller, then: (a) fees for the Services will be set between Customer and Reseller, and any payments will be made directly to Reseller under the Reseller Agreement; (b) Section 2 of the Agreement (Payment Terms) will not apply to the Services; (c) Customer will receive any applicable SLA credits from Reseller, if owed to Customer in accordance with the SLA; and (d) Google will have no obligation to provide any SLA credits to a Customer who orders Services from the Reseller.

19.2 *Conflicting Terms.* If Customer orders Google Maps Core Services from a Reseller and if any documents conflict, then the documents will control in the following order: the Agreement, the terms at any URL (including the URL Terms), and the Reseller Order Form. For example, if there is a conflict between the Maps Service Specific Terms and the Reseller Order Form, the Maps Service Specific Terms will control.

19.3 *Reseller as Administrator.* At Customer's discretion, Reseller may access Customer's Projects, Accounts, or the Services on behalf of Customer. As between Google and Customer, Customer is solely responsible for: (a) any access by Reseller to Customer's Account(s), Project(s), or the Services; and (b) defining in the Reseller Agreement any rights or obligations as between Reseller and Customer with respect to the Accounts, Projects, or Services.



19.4 *Reseller Verification of Customer Application(s)*. Before providing the Services, Reseller may also verify that Customer owns or controls the Customer Applications. If Reseller determines that Customer does not own or control the Customer Applications, then Google will have no obligation to provide the Services to Customer.

19.5 *Mobility Services Terms*. If Customer purchases the then current Google Maps Mobility services described at

<https://developers.google.com/maps/documentation/mobility/services/terms> (including Google Maps Content) from a Reseller (a) the Mobility Services Terms that Reseller must provide to Customer are incorporated by reference into this Agreement, and (b) such services will be deemed to be "Services" in respect of the purchase and use of such services (as such term may be amended by the Mobility Services Terms).

20. Definitions.

"Account" means Customer's Google Maps Platform Account.

"Admin Console" means the online console(s) or dashboard provided by Google to Customer for administering the Services.

"Admin Console Documentation" means the then-current documentation described at <https://cloud.google.com/docs>.

"Affiliate" means any entity that directly or indirectly Controls, is Controlled by, or is under common Control with a party.

"Allegation" means an unaffiliated third party's allegation.

"Anti-Bribery Laws" means all applicable commercial and public anti-bribery laws, (for example, the U.S. Foreign Corrupt Practices Act of 1977 and the UK Bribery Act 2010), which prohibit corrupt offers of anything of value, either directly or indirectly, to anyone, including government officials, to obtain or keep business or to secure any other improper commercial advantage.

"Government officials" include any government employee; candidate for public office; and employee of government-owned or government-controlled companies, public international organizations, and political parties.



"AUP" or "Acceptable Use Policy" means the then-current Acceptable Use Policy for the Services described at <https://cloud.google.com/maps-platform/terms/aup/>.

"Brand Features" means each party's trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of each party, respectively, as secured by such party from time to time.

"Confidential Information" means information that one party (or an Affiliate) discloses to the other party under this Agreement, and which is marked as confidential or would normally under the circumstances be considered confidential information. It does not include information that is independently developed by the recipient, is rightfully given to the recipient by a third party without confidentiality obligations, or becomes public through no fault of the recipient.

"Control" means control of greater than 50% of the voting rights or equity interests of a party.

"Customer Application" means any web page or application (including all source code and features) that has material value independent of the Services and is owned or controlled by Customer, or that Customer is authorized to use.

"Customer End User" or "End User" means an individual or entity that Customer permits to use the Services or Customer Application(s).

"Customer Indemnified Materials" means the Customer Application and Customer Brand Features.

"Documentation" means the then-current Google documentation described at <https://developers.google.com/maps/documentation/>.

"Downstream Products" are Customer's users' websites, applications, or other products. For example, if the Customer Application is a platform that helps users build their own websites and embed Google Maps in those websites, then those users' websites are "Downstream Products."

"Europe" or "European" means European Economic Area, Switzerland, or the UK.



"*Export Control Laws*" means all applicable export and re-export control laws and regulations, including any applicable munitions- or defense-related regulations (for example, the International Traffic in Arms Regulations maintained by the U.S. Department of State).

"*Fee Accrual Period*" means a calendar month or another period specified by Google in the Admin Console.

"*Fees*" means the amount of Services used or ordered by Customer multiplied by the Prices, plus any applicable Taxes.

"*Fee Threshold*" means the then-current threshold, as applicable for certain Services, as set out in the Admin Console.

"*Google Indemnified Materials*" means Google's technology used to provide the Services (excluding any open source software) and Google's Brand Features.

"*Google Maps Content*" means any content provided through the Services (whether created by Google or its third-party licensors), including map and terrain data, imagery, traffic data, and places data (including business listings).

"*High Risk Activities*" means activities where the use or failure of the Services could lead to death, personal injury, or environmental damage, including (a) emergency response services; (b) autonomous and semi-autonomous vehicle or drone control; (c) vessel navigation; (d) aviation; (e) air traffic control; (f) nuclear facilities operation.

"*HIPAA*" means the Health Insurance Portability and Accountability Act of 1996 as it may be amended, and any regulations issued under it.

"*including*" means "including but not limited to".

"*Indemnified Liabilities*" means any (a) settlement amounts approved by the indemnifying party; and (b) damages and costs finally awarded against the indemnified party and its Affiliates by a court of competent jurisdiction.



"Intellectual Property Rights" means all patent rights, copyrights, trademark rights, rights in trade secrets (if any), design rights, database rights, domain name rights, moral rights, and any other intellectual property rights (registered or unregistered) throughout the world.

"Legal Process" means an information disclosure request made under law, governmental regulation, court order, subpoena, warrant, governmental regulatory or agency request, or other valid legal authority, legal procedure, or similar process.

"Liability" means any liability, whether under contract, tort (including negligence), or otherwise, regardless of whether foreseeable or contemplated by the parties.

"Maps Service Specific Terms" means the then-current terms specific to one or more Services described at <https://cloud.google.com/maps-platform/terms/maps-service-terms/>.

"Maps Technical Support Services" and "TSS" means the technical support service provided by Google to Customer under the then-current Maps Technical Support Services Guidelines.

"Maps Technical Support Services Guidelines" means the then-current technical support service guidelines described at <https://cloud.google.com/maps-platform/terms/tssg/>.

"Notification Email Address" means the email address(es) designated by Customer in the Admin Console.

"Personal Data" has the meaning given to it in the then-current Google Controller Controller Data Protection Terms at <https://business.safety.google/controllerterms/>.

"Price" means the then-current applicable price(s) stated at <https://g.co/maps/pricelist>.

"Prohibited Territory" means the then-current countries listed at <https://cloud.google.com/maps-platform/terms/maps-prohibited-territories>.

"Project" means a Customer-selected grouping of Google Maps Core Services resources for a particular Customer Application.

"Reseller" means, if applicable, the authorized unaffiliated third-party reseller that sells or supplies the Services to Customer.



"Reseller Agreement" means, if applicable, a separate, independent agreement between Customer and Reseller regarding the Services.

"Reseller Order Form" means an order form entered into by Reseller and Customer, subject to the Reseller Agreement.

"Services" and "Google Maps Core Services" means the services described at <https://cloud.google.com/maps-platform/terms/maps-services/>. The Services include the Google Maps Content and the Software.

"SLA" or "Service Level Agreement" means each of the then-current service level agreements at: <https://cloud.google.com/maps-platform/terms/sla/>.

"Software" means any downloadable tools, software development kits, or other computer software provided by Google for use as part of the Services, including updates.

"Suspend" or "Suspension " means disabling access to or use of the Services or components of the Services.

"Taxes" means all government-imposed tax obligations (including taxes, duties, and withholdings) except for those based on Google's net income, net worth, asset value, property value, or employment.

"Term" has the meaning stated in Section 10.1 of the Agreement.

"Third-Party Legal Proceeding" means any formal legal proceeding filed by an unaffiliated third party before a court or government tribunal (including any appellate proceeding).

"Trademark Guidelines" means the then-current (a) Google's Brand Terms and Conditions, located at: <https://about.google/brand-resource-center/brand-terms/> and (b) the "Use of Trademarks" section of the "Using Google Maps, Google Earth and Street View" permissions page at <https://about.google/brand-resource-center/products-and-services/geo-guidelines/#geotrademark>.



"URL Terms" means the following, which will control in the following order if there is a conflict:

(a) the Maps Service Specific Terms;

(b) the SLA;

(c) the AUP;

(d) the Maps Technical Support Services Guidelines;

(e) the Legal Notices for Google Maps/Google Earth and Google Maps/Google Earth APIs at https://www.google.com/help/legalnotices_maps/; and

(f) the Google Maps End User Additional Terms of Service at https://maps.google.com/help/terms_maps/.