



Google Maps API for Business - Purchase Agreement

This agreement for the purchase of Google Maps API for Business (the "**Agreement**") is made and entered into by and between Google Inc. ("**Google**") and the customer identified on the Ordering Document ("**Customer**"). This Agreement and the corresponding Ordering Document governs Customer's access to and use of the Services.

1. Licenses.

1.1 From Google to Customer. Subject to this Agreement, and in consideration of Customer's payment of Fees, Google grants to Customer, and Customer agrees to comply with a non-sublicensable, non-transferable, non-exclusive, terminable, limited license in the Territory to: (a) use the Services to display the Content and Track Assets solely in the Customer Implementation; and (b) access, use, publicly perform and publicly display the Content in the Customer Implementation.

1.2 From Customer to Google. When Customer submits queries via the Services that include Customer Content, Google requires a license to that Customer Content so it can process the query and return results to Customer. Therefore, by submitting Customer Content to Google through the Services, Customer grants to Google an irrevocable, sublicensable, non-transferable, non-exclusive, terminable, perpetual, limited license to reproduce, adapt, modify, translate and distribute this Customer Content.

2. Customer Content. If a data storage API is purchased, Customer may upload and store Customer Content as part of the Services via the methods described in the Documentation. Customer Content will not be returned to Customer, whether the Customer Content is physically shipped to Google, or entered by Customer or Google. Customer is solely responsible for backing up its Customer Content. Google will not bear any risk of loss for Customer Content.

3. Modifications.

3.1 To the Services. Subject to Section 8.2 (Deprecation), Google may make commercially reasonable changes to the Services from time to time. If Google makes a material change to the Services, Google will inform Customer, provided that Customer has subscribed with Google to be informed about these changes.

3.2 To URL Terms. Google may make commercially reasonable changes to the URL Terms from time to time. If Google makes a material change to the URL Terms, Google will inform Customer, provided that Customer has subscribed with Google to be informed about these changes. If the change has a material adverse impact on

Customer and Customer does not agree to the change, Customer must notify Google within thirty days after receiving notice of these changes. If Customer notifies Google as required, then Customer will remain governed by the terms in effect immediately prior to the change until the end of the then-current License Term. If the License Term is renewed, it will do so under the updated URL Terms.

4. Restrictions.

4.1 License Restrictions. Unless Google specifically agrees in writing or through the Documentation, Customer will not

- a. hide or mask from Google the identity of Customer Implementation, including by failing to follow the identification conventions listed in the Documentation;
- b. use, distribute, or sell any Content outside of the Customer Implementation or incorporate or embed the Services into any of Customer's products that it sells to third parties;
- c. attempt to reverse engineer the Services or any component or attempt to create a substitute or similar service through use of or access to the Services;
- d. modify, reorder, augment or manipulate search results in any way unless Customer indicate to the End User that this has occurred;
- e. use the Services for High Risk Activities;
- f. create or offer a "wrapper" for the Services, unless Customer obtain Google's written consent to do so. For example, Customer are not permitted to: (a) use or provide any part of the Service or Content in an API that Customer offer to others; or (b) create a Customer Implementation that re-implements or duplicates the Services. Customer is not "wrapping" the Services if the Customer Implementation provides substantial additional features or content beyond the Services, and those additional features or content constitute the primary defining characteristic of the Customer Implementation;
- g. use the Services or Content with any products, systems, or applications for or in connection with any of the following: (i) real time navigation or route guidance, including but not limited to turn-by-turn route guidance that is synchronized to the position of a user's sensor-enabled device; or (ii) any systems or functions for automatic or autonomous control of vehicle behavior;
- h. display business listings Content in any Customer Implementation that has the primary purpose of making available business, residential address, or telephone directory listings;
- i. print more than five thousand copies of sales collateral materials containing a screenshot of the Content for purposes of commercial sales lead generation or

incorporate the Content as a core part of printed matter (such as printed maps or guide books) that is redistributed for a fee;

j. use the Service in a manner that gives access to mass downloads or bulk feeds of any Content;

k. use the Services outside the Licensed Configuration specified in the applicable Ordering Document or usage limits specified in the Documentation;

l. use content derived from the Service without a corresponding Google Map (ex. Geocodes obtained through the Service may not be used except with a Google Map); or

m. with respect to APIs that identify specific End User location information (“EUL APIs”), and any contradictory Agreement terms notwithstanding, Customer will not obtain or cache an End User’s location without the End User’s prior consent. Customer will notify End User in advance of the End-User data Customer intends to collect and if Customer intends to use EUL APIs with any other data provider’s data. End User’s consent to data collection under this section must be revocable at any time. Customer further agrees not to provide any personally identifiable information or device identifiers along with any Customer Content; or

4.2 Customer IDs. Customer IDs are required, must be used according to the Documentation, and will be forwarded to Customer electronically. Google may not respond to requests with an invalid Customer ID. Customer's failure to use a Customer ID provided by Google will prevent access to the Services and nullify Google’s obligations under this Agreement.

4.3 Third Party Components. Any third party component embedded, included or provided by Google for use with the Services may only be used in conjunction with the Services, and this use is subject to this Agreement and the Documentation. However, to the extent Services include components governed by open source licenses with provisions inconsistent with this Agreement, those components are instead governed solely by the applicable open source licenses. To the extent Services include components covered by open source licenses requiring the provision of corresponding source code for those components, Google hereby offers the provision of that source code consistent with those licenses.

4.4 Cache Restrictions. Customer may not pre-fetch, retrieve, cache, index, or store any Content, or portion of the Services with the exception being Customer may store limited amounts of Content solely to improve the performance of the Customer Implementation due to network latency, and only if Customer does so temporarily, securely, and in a manner that (a) does not permit use of the Content outside of the Services; (b) does not manipulate or aggregate any Content or portion of the Services; (c) does not prevent Google from accurately tracking usage; and (e) does not modify attribution in any way.

4.5 Development Kits. Development kits may only be used for development or educational purposes, or both and are not permitted for use in a production environment. TSS is included with development kits.

5. Customer Obligations.

5.1 Advertising. Customer can configure the Services to display Ads, or not, to End Users in its sole discretion. Customer can enable Ads in the Customer Implementation by following the instructions in the Documentation.

5.2 Domain. The Customer must own the Domains listed on the Order Form. Additional domains may be added with the prior written approval of Google, which may be via email. Prior to providing the Services, Google may verify that Customer owns or controls the Domains. If Customer does not own or control the Domains, then Google will have no obligation to provide the Services to Customer.

5.3 Maps Terms, Privacy, Legal Notices and AUP.

a. Compliance. Customer agrees to comply with the Maps Terms, the Legal Notices, and the AUP. Customer is responsible for its End Users' compliance with the Maps Terms, the Legal Notices, and the AUP.

b. Privacy Policy. By using the Service, Customer agrees that Google may use Customer Content in accordance with its Privacy Policy. Additionally, Customer will protect the privacy rights of its End Users and will obtain and maintain all required consents from End Users to allow: (i) Customer's access, monitoring, use or disclosure of any data submitted through the Customer Implementation and Google providing Customer with the ability to do so (for example, Customer may not store an End User's location without consent); and (ii) Google to provide the Services to Customer.

6. Ownership and Publicity.

6.1 Generally. Except as expressly set forth herein, this Agreement does not grant either party any rights, implied or otherwise, to the other's content or any of the other's Intellectual Property Rights. Intellectual Property Rights in and to the content accessed through the Services are the property of the applicable content owner and may be protected by applicable laws.

6.2 Brand Features. If Customer wants to display Google Brand Features in connection with its use of the Services, Customer will comply with the Trademark Guidelines. Customer will not alter any images generated by the Services to remove any Brand Feature or proprietary notice of Google or its licensors. Any use of a party's Brand Features will inure to the benefit of the party holding rights in those Brand Features. Each party agrees not to: (a) challenge or assist others to challenge the other party's Brand Features or registration thereof (except to protect such party's rights with respect

to its own Brand Features) attempt to register any Brand Features that are confusingly similar to those of the other party.

6.3 Publicity. Customer agrees that Google may include Customer’s name or Brand Features in a list of Google customers, whether online or in offline promotional materials. Customer also agrees that Google may verbally reference Customer as a customer of the Google Services. This section is subject to the “Brand Features Limitation” section of the Agreement.

7. Export Compliance. Customer will comply with and will obtain all required authorization from applicable government authorities under the Export Control Laws. This Section 7 will survive termination or cancellation of this Agreement.

8. Support.

8.1 TSS. Google will provide TSS to Customer in accordance with the TSSG for the License Term. Unless otherwise agreed in writing, to receive TSS Customer must provide Google with reasonably required access to the Services in accordance with the TSSG. Customer's failure to provide this access will be at Customer's own risk and without liability to Google. If the Ordering Document does not identify a support level, then Google will provide Standard Support. Google may change the TSS from time to time, but not if the changes materially adversely impact Customer.

8.2 Deprecation. Google’s Services deprecation terms are available at <http://www.google.com/enterprise/earthmaps/legal/us/deprecation.html>.

9. Payment.

9.1 Purchase Process. Google will provide Customer an Ordering Document for each purchase, to confirm the Services, quantity and Fees.

9.2 Payment. All Fees are due thirty days from the invoice date. All payments due are in U.S. dollars. Payments made via wire transfer must include the following instructions:

Wells Fargo Bank	ABA# 121000248	Account # 4375669785
Palo Alto, California USA	Google Inc.	

9.3 Taxes are Customer’s Responsibility. Customer is responsible for any Taxes, and Customer will pay Google for the Services without any reduction for these amounts. If Google is obligated to collect or pay Taxes, the Taxes will be invoiced to Customer, unless Customer provides Google with a valid tax exemption certificate authorized by the appropriate taxing authority. If Customer is required by law to withhold any Taxes from its payments to Google, Customer must provide Google with an official tax receipt or other appropriate documentation to support this withholding.

9.4 Invoice Disputes. Any invoice disputes must be submitted prior to the invoice due date. If the parties determine that certain billing inaccuracies are attributable to Google, Google will not issue a corrected invoice, but will instead issue a credit memo specifying the incorrect amount in the affected invoice. If the disputed invoice has not yet been paid, Google will apply the credit memo amount to the disputed invoice and Customer will be responsible for paying the resulting net balance due on that invoice.

9.5 Delinquent Payments. Delinquent payments may bear interest at the rate of one-and-one-half percent 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 delinquent amounts, except where these delinquent amounts are due to Google's billing inaccuracies.

9.6 Purchase Orders.

a. **Required.** If Customer's Ordering Document is a Quote, then a Purchase Order is required. If Customer's Ordering Document is an Order Form, and Customer wants a Purchase Order number on its invoice, Customer will inform Google and will issue a Purchase Order to Google. If Customer requires a Purchase Order, and fails to provide the Purchase Order to Google, then Google will not be obligated to provide the Services until the Purchase Order has been received by Google.

b. **Not Required.** If Customer's Ordering Document is an Order Form, and Customer does not require a Purchase Order number to be included on the invoice, Customer must select "No" in the Purchase Order section of the Order Form. If Customer waives the Purchase Order requirement, then: (a) Google will invoice Customer without a Purchase Order; and (b) Customer agrees to pay invoices without a Purchase Order.

10. Ordering, Overages, and Reporting.

10.1 Ordering. The Fees will be based on the applicable Billing Unit. In order to use certain APIs provided as part of the Service, Customer may be required to purchase additional SKUs. If Customer orders Asset Tracking as part of the Services, the Ordering Document will indicate: (a) whether this Asset Tracking is Tier 1 or Tier 2; and (b) the countries within which Customer may use the Services. For any Customer Implementation behind a firewall, Customer is required to use the internal Billing Units.

10.2 Upgrades. Google may, if Customer is not in breach at the time of the request, provide Customer an opportunity to purchase higher usage limits.

10.3 Overages.

a. **Page Views.** For Customer using Page Views, Google will notify Customer before the usage indicated on the Ordering Document has been exceeded. If Customer exceeds its usage of Page Views during the License Term, Customer will be charged

Overages for thirty days following written notice (which may be via email) by Google that Customer has exceeded its Page View usage. Following this period, the Services may cease functioning.

b. **Other Billing Units.** For Customers using other Billing Units, Customer must notify Google of any Overages within thirty days of the day the Overage occurred. If there is an Overage, Google will invoice Customer, and Customer agrees to pay, for the Overage at the Overage rates indicated in the Ordering Document.

10.4 **Reporting.** Customer will promptly report to Google in writing if, after the Effective Date, any of the following changes occur: (a) the Customer Implementation enables a device to detect its own location through use of a Sensor, in order to display the location of the device on a map or to calculate a route; (b) if Customer has previously ordered Assets or End Users and there is an increase in the number of Assets Tracked per country per month or in the number of End Users; or (c) if Customer utilizes an API identified as part of the Services as “upgradeable.” Customer may be charged additional fees for any usage pursuant to this Section.

11. **Delivery.** The Services will not be made available until Google receives either: (a) a complete and duly executed purchase order referencing a Quote and this Agreement; or (b) a complete and duly executed Order Form. Google will provide Customer with Documentation on using the Services.

12. Confidentiality.

12.1 **Obligations.** Each party will: (a) protect the other party's Confidential Information with the same standard of care it uses to protect its own Confidential Information, but in no event less than reasonable care; and (b) not disclose the Confidential Information, except to Affiliates, employees and agents who need to know it and who have agreed in writing to keep it confidential. Each party (and any Affiliates, employees and agents to whom it has disclosed Confidential Information) may use Confidential Information only to exercise rights and fulfill obligations under this Agreement, while using reasonable care to protect it. Each party is responsible for any actions of its Affiliates, employees and agents in violation of this Section.

12.2 **Exceptions.** Confidential Information does not include information that: (a) the recipient already knew; (b) becomes public through no fault of the recipient; (c) was independently developed by the recipient; or (d) was rightfully given to the recipient by another party

12.3 **Required Disclosure.** Each party may disclose the other party's Confidential Information when required by law, but only after it, if legally permissible: (a) uses commercially reasonable efforts to notify the other party; and (b) gives the other party the chance to challenge the disclosure.

13. Term and Termination.

13.1 Agreement Term. This Agreement will remain in effect for the Term.

13.2 License Term. Subject to Customer's payment of Fees, the term for the license granted in this Agreement will begin on the Delivery Date and will continue for the License Term, unless terminated earlier as set forth below. Notwithstanding the foregoing, if Customer exceeds its usage of Page Views during the License Term, Customer will be charged Overages pursuant to Section 10.3.

a. **Auto-Renewal.** At the end of the License Term, the License Term for the Services will automatically renew for consecutive renewal terms of twelve months. If a party does not want the Services to automatically renew, then it must provide the other party written notice to this effect at least fifteen days prior to the end of the then current term. This notice of non renewal will be effective upon the conclusion of the then current term.

b. **Revising Rates.** Google may revise its rates with at least ninety days prior written notice to Customer (which may be via email), effective for the following term.

13.3 Termination for Breach. Either party may terminate this Agreement if: (i) the other party is in material breach of the Agreement and fails to cure that breach within thirty days after receipt of written notice; (ii) the other party ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within ninety days; or (iii) the other party is in material breach of this Agreement more than two times notwithstanding any cure of such breaches.

13.4 Other Termination. If Google is prohibited from providing the Services in a particular country, Google reserves the right to terminate the Agreement with respect to that particular country on written notice.

13.5 Effect of Termination.

a. **Termination for Google's Breach.** If the Agreement is terminated for Google's breach, the licenses granted herein regarding Customer's use of the Services may, at Customer's option, continue for the remainder of the License Term, subject to Customer's continued compliance with this Agreement. If Customer elects not to continue to use the Services, then: (i) the License Term, and all other rights and licenses granted by one party to the other and the Services will cease immediately; and (ii) upon request, each party will promptly return all Confidential Information of the other party.

b. **Termination for Customer's Breach.** If the Agreement is terminated for Customer's breach then: (i) the License Term, and all other rights and licenses granted by one party to the other and the Services will cease immediately; (ii) upon request, each party will promptly return all Confidential Information of the other party; and (iii) all payments owed by Customer to Google are immediately due.

c. **Expiration of the License Term.** On the expiration of the License Term, if Customer does not submit an Ordering Document for a renewal License Term, the Services will cease functioning and this Agreement will terminate.

14. **Representations and Warranties.** Each party represents that it has the rights, power and authority necessary to enter into this Agreement. Google warrants that it will provide the Services in accordance with the Service Level Agreement.

15. **Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, GOOGLE, ITS LICENSORS, AND THEIR SUPPLIERS DO NOT MAKE ANY OTHER WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE AND NONINFRINGEMENT. GOOGLE, ITS LICENSORS, AND THEIR SUPPLIERS, DO NOT WARRANT THAT THE OPERATION OF THE SOFTWARE WILL BE ERROR-FREE OR UNINTERRUPTED. THE SERVICES ARE NOT DESIGNED, MANUFACTURED, OR INTENDED FOR HIGH RISK ACTIVITIES.

16. **Limitation of Liability.**

16.1 **Limitation on Indirect Liability.** NEITHER PARTY, NOR ITS LICENSORS OR SUPPLIERS, WILL BE LIABLE UNDER THIS AGREEMENT FOR LOST REVENUES OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN THAT THESE DAMAGES WERE POSSIBLE AND EVEN IF DIRECT DAMAGES DO NOT SATISFY A REMEDY.

16.2 **Limitation on Amount of Liability.** NEITHER PARTY, NOR ITS LICENSORS OR SUPPLIERS, MAY BE HELD LIABLE UNDER THIS AGREEMENT FOR MORE THAN THE AMOUNT PAID BY CUSTOMER TO GOOGLE DURING THE TWELVE MONTHS PRIOR TO THE EVENT GIVING RISE TO LIABILITY.

16.3 **Exceptions to Limitations.** These limitations of liability do not apply to breaches of confidentiality obligations or violations of a party's Intellectual Property Rights by the other party.

17. **Indemnification.**

17.1 **By Google.** Google will indemnify, defend, and hold harmless Customer from and against all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of a third party claim that the technology used to provide the Services infringes or misappropriates any patent, copyright, trade secret or trademark of that third party.

17.2 **Exceptions.** The obligations set forth in Section 17.1 do not apply if the third party claim is caused by, or results from: (a) Customer's combination or use of the Services

with software, services, or products developed by Customer or third parties, if the claim would have been avoided by the non-combined or independent use of the Services; (b) modification of the Services, or Content, by anyone other than Google if the third party claim would have been avoided by use of the unmodified Services; (c) Customer's continued allegedly infringing activity after being notified thereof or after being provided modifications that would have avoided the alleged infringement; (d) Customer's use of the Services or Content in a manner not in accordance with this Agreement or the Documentation; or (e) use of other than Google's most current Version of the Services if the third party claim would have been avoided by use of the most current Version.

17.3 By Customer. Unless prohibited by applicable law and without waiving sovereign immunity, Customer will indemnify, defend, and hold harmless Google from and against all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of (a) a third party claim made against Google for infringement of the third party rights listed in Section 17.1 based on conduct by Customer as described in Section 17.2; (b) Customer's breach of Section 7 (Export Compliance) or (c) Customer's use of the Software or Services in breach of an End User's privacy.

17.4 Possible Infringement.

a. Repair, Replace, or Modify. If Google reasonably believes the Services infringes a third party's Intellectual Property Rights, then Google will: (a) procure for Customer the right to continue to use the Services; (b) replace the Services; or (c) modify the Services to avoid the alleged infringement.

b. Termination and Refund. If Google does not reasonably believe the options in Section 17.4(a) are commercially reasonable, Google may terminate the license for the allegedly infringing Services and will provide a pro-rata refund of the unearned Fees actually paid by Customer applicable to the period following termination of the Services.

17.5 General. The party seeking indemnification must promptly notify the other party of the claim and cooperate with the other party in defending the claim. The indemnification in Sections 17.1 and 17.2 is limited to the payment by the indemnifying party of all damages and costs finally awarded for the claim, or settlement costs approved in writing by the indemnifying party. The indemnifying party has full control and authority over the defense, except that: (a) any settlement requiring the party seeking indemnification to admit liability or to pay any money will require that party's prior written consent, which will not be unreasonably withheld or delayed; and (b) the other party may join in the defense with its own counsel at its own expense. **THE INDEMNITIES ABOVE ARE A PARTY'S ONLY REMEDY UNDER THIS AGREEMENT FOR VIOLATION BY THE OTHER PARTY OF A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS.**

18. Government Purposes. The Services were developed solely at private expense and is commercial computer software and related documentation within the meaning of the applicable U.S. civilian and military Federal acquisition regulations and any supplements thereto. If the user of the Services is an agency, department, employee, or

other entity of the United States Government, under FAR 12.212 and DFARS 227.7202, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Services, including technical data or manuals, is governed by the terms and conditions contained in this Agreement, which is Google's standard commercial license agreement.

19. Verification and Audit. If Customer purchases anything other than Page Views, then the following additional terms apply:

19.1 Verification. At Google's written request, not more than once per calendar year during the license term, Customer will provide Google with a certification signed by an officer of Customer verifying the Services are being used pursuant to this Agreement.

19.2 Audit. Google will have the right, no more than once per calendar year, and upon at least thirty days prior written notice, to appoint a nationally recognized certified public accountant or independent auditor to examine Customer's use of the Services, and the related records, to verify Customer's compliance with this Agreement. Audits will be conducted during regular business hours at Customer's facilities and will not unreasonably interfere with Customer's business activities. Customer will provide Google with reasonable access to the relevant Customer records and facilities.

19.3 Underpayment. If an audit reveals that Customer has underpaid fees to Google during the period audited, then Google will invoice Customer, and Customer will promptly pay Google, for the underpaid fees based on the higher of the price specified in this Agreement or Google's price list in effect at the time the audit is completed. If the underpaid fees exceed five percent of the license fees paid by Customer for the Services during the preceding six-month period, then Customer will also pay Google's reasonable costs of conducting the audit.

20. Integrator Rights and Obligations. If Customer purchases an "OEM" SKU, then the following additional terms apply to such use. Customer is hereby referred to as the "Integrator" for purposes of this Section only.

20.1 Integrator License. Subject to the Agreement, as supplemented and amended by this section, Google grants to Integrator, and Integrator agrees to comply with, a non-sublicensable, non-transferable, non-exclusive, terminable, limited license to integrate the Services into the Integrated Solution. The licenses granted under this section do not reduce the scope of the license granted to Integrator under Section 1.1 (Licenses – From Google to Customer) of the Agreement.

20.2 Resell License. Subject to the Agreement, as supplemented and amended by this section and despite Section 4.1 (License Restrictions) of the Agreement, Google grants to Integrator and Integrator agrees to comply with a non-sublicensable, non-transferable, non-exclusive, terminable, limited license to resell the Services as integrated into the Integrated Solution to its customers. Integrator is responsible for the

compliance with the Maps Terms, Legal Notices and the AUP by its customers and their respective end users.

20.3 License Restrictions. Integrator will not: (a) resell or otherwise distribute the Services separately from the Integrated Solution; (b) integrate or bundle the Services with any other product besides the Integrated Solution; (c) provide the license key to any of its customers; or (d) distribute or market the Integrated Solution in the Prohibited Territory.

20.4 Design and Marketing.

a. **Design.** Integrator will respond to a Google Questionnaire for each new Integrated Solution at least sixty days prior to its public launch. Integrator will respond to Google's reasonable requests for additional information, including appointing a single technical contact. Google reserves the right to require reasonable modification requests post-launch should the Integrated Solution not comply with this Agreement.

b. **Marketing Plan.** Integrator will not engage in any marketing or promotional activities involving the Services without Google's prior written consent. Integrator will respond to all of Google's reasonable requests for information with respect to how Google Brand Features will be used in the Integrated Solution.

20.5 Technical Support Services. Integrator is responsible for providing all technical support services to its customers for the Integrated Solution.

20.6 Government Sales. As part of this section, Google does not accept government flow down provisions, including but not limited to, the United States Federal Acquisition Regulations (FARs) and its supplements, Defense FARs or NASA FARs. Government flow down provisions, if any, will be addressed with supplementary documentation and require Google's signed acceptance of any the supplementary documentation.

20.7 Additional Indemnification. In addition to the indemnification set forth in the Agreement, Integrator will indemnify, defend, and hold harmless Google from and against all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of: (i) a third party claim that the Integrated Solution infringes or misappropriates any patent, copyright, trade secret, or trademark of a third party, except to the extent this infringement is caused solely by the Services; (ii) use of the Integrated Solution by any customer; or (iii) a third party claim alleging facts that would constitute a breach by Integrator of its obligations under this section. Section 17.5 (Indemnification - General) of the Agreement will apply to this Section in the same manner as it applies to the indemnities in Sections 17.1 (Indemnification – By Google) and 17.3 (Indemnification – By Customer) of the Agreement.

20.8 Additional Termination. Google, in its sole and reasonable discretion, may require Integrator to cease distributing or selling the Integrated Solution, on thirty days

written notice, if the Integrated Solution is alleged to infringe the Intellectual Property Rights of a third party.

20.9 No Assignment. Integrator is prohibited from assigning its rights under this section to any third party.

21. Miscellaneous.

21.1 Notices. All notices must be in writing and addressed to the attention of the other party's Legal Department and primary point of contact. Notice will be deemed given: (a) when verified by written receipt if sent by personal courier, overnight courier, or mail; or (b) when verified by automated receipt or electronic logs if sent by facsimile or email.

21.2 Assignment. Neither party may assign or transfer any part of this Agreement without the written consent of the other party, except to an Affiliate but only if: (a) the assignee agrees in writing to be bound by the terms of this agreement; and (b) the assigning party remains liable for obligations incurred under the Agreement prior to the assignment. Any other attempt to transfer or assign is void.

21.3 Change of Control. Upon a change of Control (for example, through a stock purchase or sale, merger, or other form of corporate transaction): (a) the party experiencing the change of Control will provide written notice to the other party within thirty days after the change of Control; and (b) the other party may immediately terminate this Agreement any time between the change of Control and thirty days after it receives the written notice in subsection (a).

21.4 Force Majeure. Neither party will be liable for inadequate performance to the extent caused by a condition (for example, natural disaster, act of war or terrorism, riot, labor condition, governmental action, and Internet disturbance) that was beyond the party's reasonable control.

21.5 No Agency. The parties are independent contractors, and this Agreement does not create an agency, partnership or joint venture.

21.6 No Waiver. Failure to enforce any provision of this Agreement will not constitute a waiver.

21.7 Severability. If any provision of this Agreement is found unenforceable, it and any related provisions will be interpreted to best accomplish the unenforceable provision's essential purpose.

21.8 No Agency. The parties are independent contractors, and this Agreement does not create an agency, partnership or joint venture.

21.9 No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

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

21.11 **Governing Law.** This Agreement is governed by California law, excluding that state's choice of law rules. FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE PARTIES CONSENT TO PERSONAL JURISDICTION IN, AND THE EXCLUSIVE VENUE OF, THE COURTS IN SANTA CLARA COUNTY, CALIFORNIA.

21.12 **Amendments.** Any amendments to this Agreement must be in writing and expressly state that is amending this Agreement.

21.13 **Survival.** Those provisions that by their nature should survive termination of this Agreement, will survive termination of this Agreement.

21.14 **Counterparts.** The parties may execute this Agreement in counterparts, including facsimile, PDF, and other electronic copies, which taken together will constitute one instrument.

21.15 **Entire Agreement.** This Agreement is the parties' entire agreement relating to its subject and supersedes any prior or contemporaneous agreements on that subject. The terms located at a URL and referenced in this Agreement are hereby incorporated by this reference. If there is a conflict between the documents that make up this Agreement, the documents will control in the following order: the Ordering Document, the Agreement, and the terms located at any URL.

22. Definitions.

"**Acceptable Use Policy**" or "AUP" means the means the acceptable use policy for the Services available at http://www.google.com/enterprise/earthmaps/legal/us/maps_AUP.html (or other URL as may be provided by Google).

"**Ads**" means advertisements served by Google through the Services.

"**Affiliate**" means any entity that directly or indirectly controls, is controlled by, or is under common control with that party.

"**Assets**" means those assets actively Tracked by Customer, such as personnel, vehicles or other assets.

"**Billing Units**" means the number of Page Views, Assets Tracked, or number of End Users, or all three, as applicable. Billing Units will be determined by the nature of the Services ordered by Customer.

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

"Customer ID" means either an APIs console key or a Client ID, both of which are alphanumeric keys that are uniquely associated with Customer's Google account.

"Confidential Information" means information disclosed by a party to the other party under this agreement that is marked as confidential or would normally be considered confidential under the circumstances.

"Content" means any content provided through the Services (whether created by Google or its third party licensors), and includes, but is not limited to, map and terrain data, photographic imagery, traffic data.

"Control" means control over greater than fifty percent of the voting rights or equity interests of a party.

"Customer Content" means any content that Customer provides in its Customer Implementation, including data, images, video, or software. Customer Content does not include the Content.

"Customer Implementation" means an internal or external software application or website that incorporates the Services in order to obtain and display Content in conjunction with Customer Content.

"Delivery Date" means the date upon which Google provides Customer the Customer ID for the Services.

"Deprecated Version" means the Version of the API that will be discontinued, either because Google chooses to discontinue the API, or because Google upgrades the API to a newer Version.

"Documentation" means the Google proprietary documentation in the form generally made available by Google to its customers for use with the Software and set forth at the following URL:
http://www.google.com/enterprise/earthmaps/legal/us/maps_documentation.html (or such other URL as may be updated by Google).

"End Users" mean the individual human end users who use the Customer Implementation.

"Export Control Laws" means all applicable export and re-export control laws and regulations, including the Export Administration Regulations ("EAR") maintained by the U.S. Department of Commerce, trade and economic sanctions maintained by the

Treasury Department's Office of Foreign Assets Control, and the International Traffic in Arms Regulations ("ITAR") maintained by the Department of State.

"Effective Date" has the meaning given to it in the Ordering Document.

"Fees" means the applicable fees set forth in an Ordering Document and any applicable Taxes.

"Geocoding" means the online or offline assigning of a longitude/latitude coordinate to an address in relation to the Content by means of interpolation, or information in the form of either the street address or intersection of streets, at which a point of interest or address, is located, and additionally may include a raster image depicting this location on a map.

"Google Questionnaire" means questions listed at the following URL:
http://www.google.com/enterprise/earthmaps/legal/us/maps_design_questionnaire.html
(or other URL as may be provided by Google).

"High Risk Activities" means uses like the operation of emergency services, nuclear facilities, air traffic control or life support systems, where the use or failure of the Services could lead to death, personal injury, or environmental damage.

"Integrated Solution" means the Integrator solution consisting of software owned by the Integrator which (a) is sold as a commercial product, (b) integrates the Customer Implementation and (c) has material value independent from the Services. Customer's Integrated Solution is listed on the Ordering Document.

"Intellectual Property Rights" means current and future worldwide rights under patent law, copyright law, trade secret law, trademark law, moral rights law, and other similar rights.

"Legal Notices" mean the legal notices set forth at the following URL (or other URL as may be updated by Google) http://www.maps.google.com/help/legalnotices_maps.html (or other URL as may be provided by Google).

"Licensed Configuration" means the Billing Unit metrics and Customer domain as specified in an Ordering Document.

"License Term" means the period of time during which Customer is authorized to use the Services, and will be set forth in the Ordering Document.

"Maps Terms" mean the terms for Google Maps set forth at the following URL, http://maps.google.com/help/terms_maps.html (or other URL as may be provided by Google).

"Navigation" is where a Customer Implementation provides real-time, visual or audible "turn-by-turn" directions based on position input from a Sensor, and accesses the Content in doing so.

"Ordering Document" means either an order form or quote, issued by Google to provide the Services to Customer, subject to this Agreement. The Ordering Document will incorporate this Agreement and will contain: (i) a SKU (including the License Term, if applicable); (ii) a description of the Licensed Configuration; (iii) price; and (iv) a reference number.

"Overage" means when Customer's use of the Services exceeds the applicable Licensed Configuration.

"Page View" means a (a) single load of the script from the Javascript API or Maps API for Flash by the End User's browser or (b) a query to any of the included or upgradable APIs. Page Views may be for internal use or external use. Use of external Page Views is limited to freely and publicly available websites.

"Privacy Policy" means the privacy policy set forth at the following URL: <http://www.google.com/privacy/privacy-policy.html> (or other URL as may be provided by Google).

"Prohibited Territory" means the countries listed at the following URL: http://www.google.com/enterprise/earthmaps/legal/us/maps_integrator_territory.html (or other URL as may be provided by Google).

"Purchase Order" means a Customer issued purchase order.

"Queries Per Second" or **"QPS"** means queries per second for requests through the HTTP interface.

"Routing" means one or more textual, audible, or visual routing directions between a single origin and one or more destinations, and the travel time or distance, or both, for the entire, or any portion of, the route.

"Sensor" means the use of any technology to automatically determine an End User's location.

"Services" means the Google Maps API for Business service and the APIs described here: http://www.google.com/enterprise/earthmaps/legal/us/maps_included_APIs.html (or other URL as may be provided by Google). APIs may be included at no-additional cost, upgradeable or deprecated.

"Service Level Agreement" or **"SLA"** means the Google Maps Service Level Agreement available at the following URL:

http://www.google.com/enterprise/earthmaps/legal/us/maps_sla.html (or other URL as may be provided by Google).

"Shipment Date" means the date upon which Google provides Customer the Client ID for the Services.

"Software" means the Google proprietary application program interface provided by Google to Customer pursuant to an Ordering Document.

"Taxes" means any duties, customs fees, or taxes (other than Google's income tax) associated with the sale of the Services, including any related penalties or interest.

"Term" means the term of the Agreement, which will begin on the Effective Date and continue until the earlier of: (i) the end of the last License Term or (ii) the Agreement is terminated as set forth herein.

"Territory" means that (i) the primary place of business of the Customer must be located in one of the countries listed at the following URL: http://www.google.com/enterprise/earthmaps/legal/us/maps_territory.html (or other URL as may be provided by Google) and (ii) the Customer may not actively target End Users or Track Assets outside of the Territory.

"Third Party Ads" means any advertisements that originate from a third parties' servers.

"Tier 1 Asset Tracking Applications" or **"Tier 1"** means any application in which a Customer uses the Services to Track Assets, with Routing allowed.

"Tier 2 Asset Tracking Applications" or **"Tier 2"** means any application in which a Customer uses the Services to Track Assets, with Routing prohibited.

"Track" means the use of an application to locate a moving physical asset on a map based on current latitude/longitude coordinates, which are provided to the application via a personal sensor.

"Trademark Guidelines" means Google's Guidelines for Third Party Use of Google Brand Features, located at the following URL: <http://www.google.com/permissions/guidelines.html> (or other such URL as may be provided by Google).

"TSS" means the technical support services provided by Google, in accordance with Google's TSSG, for the Services, and for the time period, set forth in the Ordering Document.

"TSSG" means Google's then current Technical Support Services Guidelines, which may be accessed at the following URL:

http://www.google.com/enterprise/earthmaps/legal/us/maps_tssg.html (or other URL as may be provided by Google).

"Updates" is defined in the TSSG.

"URL Terms" means the following URL terms: AUP, SLA, Territory, and TSSG.

"Usage Limits" means the limits for use of the Services, which may be accessed at the following URL:

http://www.google.com/enterprise/earthmaps/legal/us/maps_usage_limits.html (or other such URL as may be provided by Google). Customer may purchase upgrades to these usage limits.

"Version" means any major update to the Service (i.e. version 1.4 to version 2.0, but not version 1.4 to 1.5).
