

Netpremacy Terms and Conditions

1. Interpretation

- 1.1 The definitions and rules of interpretation in this clause apply in these terms and conditions.

"Contract"	the Customer's purchase order and the Supplier's acceptance of it under condition 3.
"Customer"	the person, firm or company who purchases Services from the Supplier.
"Customer's Contract Manager"	the Customer's manager appointed in accordance with condition 5.1.1.
"Deliverables"	all products and materials to be delivered by the Supplier as stated in the Contract.
"Services"	the services to be provided by the Supplier under the Contract.
"Supplier"	Netpremacy Limited whose registered office is at 6 Wellington Street, Leeds LS1 4AP.
"Supplier's Account Manager"	the Supplier's manager appointed in accordance with condition 4.3.
"VAT"	value added tax chargeable under English law for the time being and any similar additional tax.

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.8 A reference to **writing** or **written** includes faxes and e-mail.
- 1.9 References to clauses and Schedules are to the clauses and Schedules of this agreement and references to paragraphs are to paragraphs of the relevant Schedule.

2. **Application of conditions**

2.1 These conditions shall:

2.1 apply to and be incorporated in the Contract; and

2.2 prevail over any inconsistent terms or conditions contained in, or referred to in, the Customer's purchase order, confirmation of order, or specification, or implied by law, trade custom, practice or course of dealing.

2.2 No addition to, variation of, exclusion or attempted exclusion of any term of the Contract shall be binding on the Supplier unless in writing and signed by a duly authorised representative of the Supplier.

3. **Effect of purchase order**

The Customer's purchase order constitutes an offer by the Customer to purchase the Services specified in it on these conditions; accordingly, the execution and return of the acknowledgement copy of the purchase order form by the Supplier, or the Supplier's commencement or execution of work pursuant to the purchase order, shall establish a contract for the supply and purchase of those Services on these conditions. The Customer's standard terms and conditions (if any) attached to, enclosed with, or referred to in, the purchase order shall not govern the Contract.

4. **Supplier's obligations**

4.1 The Supplier shall use reasonable endeavours to deliver the Deliverables to the Customer, in accordance in all material respects with the Contract.

4.2 The Supplier shall use reasonable endeavours to meet any dates specified in the Contract, but any such dates shall be estimates only and time shall not be of the essence of the Contract.

4.3 The Supplier shall appoint the Supplier's Account Manager who shall have authority to contractually bind the Supplier on all matters relating to the Contract. The Supplier shall use reasonable endeavours to ensure that the same person acts as Supplier's Contract Manager throughout the Contract, but may replace him from time to time where reasonably necessary in the interests of the Supplier's business.

5. **Customer's obligations**

5.1 The Customer shall:

5.1.1 co-operate with the Supplier in all matters relating to the Contract and appoint the Customer's Contract Manager, who shall have the authority to contractually bind the Customer on matters relating to the Contract;

5.1.2 provide in a timely manner such access to the Customer's premises and data, and such office accommodation and other facilities, as is reasonably requested by the Supplier in advance;

- 5.1.3 provide in a timely manner such information as the Supplier may reasonably request, and ensure that such information is accurate in all material respects;
 - 5.1.4 be responsible (at its own cost) for preparing the relevant premises for the supply of the Services;
 - 5.1.5 comply in full with, and procure compliance by any other relevant parties in full with, the Google Customer Minimum Terms attached as Exhibit 1.
- 5.2 If the Supplier's performance of its obligations under the Contract is prevented or delayed by any act or omission of the Customer or the Customer's agents, sub-contractors or employees, the Customer shall in all circumstances be liable to pay to the Supplier on demand all reasonable costs, charges or losses sustained or incurred by it (including, without limitation, any direct or indirect consequential losses, loss of profit and loss of reputation, loss or damage to property, injury to or death of any person and loss of opportunity to deploy resources elsewhere), subject to the Supplier confirming such costs, charges and losses to the Customer in writing.
- 5.3 The Customer shall not, without the prior written consent of the Supplier, at any time from the date of the Contract to the expiry of six months after the completion of the Services, solicit or entice away from the Supplier or employ or attempt to employ any person who is, or has been, engaged as an employee or sub-contractor of the Supplier.
- 5.4 Any consent given by the Supplier in accordance with condition 5.3 shall be subject to the Customer paying to the Supplier a sum equivalent to 20% of the then current annual remuneration of the Supplier's employee or sub-contractor or, if higher, 20% of the annual remuneration to be paid by the Customer to such employee or sub-contractor.
- 6. **Change control**
- 6.1 The Customer's Contract Manager and the Supplier's Account Manager shall meet whenever necessary to discuss matters relating to the Contract. If either party wishes to change the scope of the Services, it shall submit details of the requested change to the other in writing.
- 6.2 If either party requests a change to the scope or execution of the Services, the Supplier shall, as soon as reasonably practicable, provide a written estimate to the Customer of:
 - 6.2.1 the likely time required to implement the change;
 - 6.2.2 any variations to the Supplier's charges arising from the change; and
 - 6.2.3 any other impact of the change on the terms of the Contract.
- 6.3 If the Supplier requests a change to the scope of the Services, the Customer shall not unreasonably withhold or delay consent to it.
- 6.4 If the Customer wishes the Supplier to proceed with the change, the Supplier has no obligation to do so unless and until the parties have agreed in writing on the necessary variations to its charges and any other relevant terms of the Contract to take account of the change.

7. Charges and payment

- 7.1 The total price for the Services shall be the amount set out in the Contract. The total price shall be paid to the Supplier on the dates as set out in the Contract. All amounts due under this agreement shall be paid by the Customer to the Supplier in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law). The Supplier shall invoice the Customer for the charges that are then payable, together with expenses and the costs of materials (and VAT, where appropriate), calculated as provided in condition 7.2.
- 7.2 Any fixed price contained in the Contract excludes:
- 7.2.1 the cost of hotel, subsistence, travelling and any other ancillary expenses reasonably, properly and necessarily incurred by the project team in connection with the Services, and the cost of any materials or services reasonably, necessarily and properly provided by third parties required by the Supplier for the supply of the Services. Such expenses, materials and third party services shall be invoiced by the Supplier; and
- 7.2.2 VAT, which the Supplier shall add to its invoices at the appropriate rate.
- 7.3 The Customer shall pay each invoice submitted to it by the Supplier in full, and in cleared funds, within 30 days of receipt.
- 7.4 Without prejudice to any other right or remedy that the Supplier may have, if the Customer fails to pay the Supplier on the due date the Supplier may:
- 7.4.1 charge interest on such sum from the due date for payment at the annual rate of 4% above the base lending rate from time to time of Barclays Bank Plc, accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment. ; and
- 7.4.2 suspend all Services until payment has been made in full.
- 7.5 Time for payment shall be of the essence of the Contract.
- 7.6 All payments payable to the Supplier under the Contract shall become due immediately on termination of the Contract, despite any other provision. This condition is without prejudice to any right to claim for interest under the law, or any such right under the Contract.
- 7.7 The Supplier may, without prejudice to any other rights it may have, set off any liability of the Customer to the Supplier against any liability of the Supplier to the Customer.

8. Confidentiality and Supplier's property

- 8.1 The Customer shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are identified as being confidential in nature and have been disclosed to the Customer by the Supplier or its agents, and any other confidential information concerning the Supplier's business or its products which the Customer may obtain. The Customer shall restrict disclosure of such confidential material to such of or on behalf of its affiliates, employees, agents or sub-contractors as need to know it for the purpose

of discharging the Customer's obligations to the Supplier, and shall ensure that such employees, agents or sub-contractors are subject to obligations of confidentiality corresponding to those which bind the Customer.

8.2 This condition 8 shall survive termination of the Contract, however arising.

9. **Limitation of liability**

9.1 The following provisions set out the entire financial liability of the Supplier (including without limitation any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of:

9.1.1 any breach of the Contract howsoever arising;

9.1.2 any use made by the Customer of the Services, the Deliverables or any part of them; and

9.1.3 any representation, misrepresentation (whether innocent or negligent), statement or tortious act or omission (including without limitation negligence) arising under or in connection with the Contract.

9.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

9.3 Nothing in these conditions excludes the liability of the Supplier:

9.3.1 for death or personal injury caused by the Supplier's negligence; or

9.3.2 for fraud or fraudulent misrepresentation.

9.4 Subject to condition 9.2 and condition 9.3:

9.4.1 the Supplier shall not in any circumstances be liable, whether in tort (including without limitation for negligence or breach of statutory duty howsoever arising), contract, misrepresentation (whether innocent or negligent) or otherwise for:

9.4.1.1 loss of profits; or

9.4.1.2 loss of business; or

9.4.1.3 depletion of goodwill or similar losses; or

9.4.1.4 loss of anticipated savings; or

9.4.1.5 loss of goods; or

9.4.1.6 loss of contract; or

9.4.1.7 loss of use; or

9.4.1.8 loss or corruption of data or information; or

9.4.1.9 any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.

9.4.2 The Supplier's total liability in contract, tort (including without limitation negligence or breach of statutory duty howsoever arising),

misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the price paid for the Services.

10. **Termination**

10.1 Without prejudice to any other rights or remedies to which the parties may be entitled, the Supplier may terminate the Contract without liability to the Customer if:

10.1.1 the Customer fails to pay any amount due under this agreement on the due date for payment and remains in default not less than seven days after being notified in writing to make such payment;

10.1.2 the Customer commits a material breach of any other term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;

10.1.3 the Customer suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;

10.1.4 the Customer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of the Customer;

10.1.5 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Customer other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of the Customer;

10.1.6 an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the Customer;

10.1.7 the holder of a qualifying floating charge over the assets of the Customer has become entitled to appoint or has appointed an administrative receiver;

10.1.8 a person becomes entitled to appoint a receiver over the Customer;

10.1.9 a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Customer's assets and such attachment or process is not discharged within 14 days;

10.1.10 any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect

equivalent or similar to any of the events mentioned in condition 10.1.3 to condition 10.1.9 (inclusive);

- 10.2 Any provision of this agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this agreement shall remain in full force and effect.

11. **Force majeure**

The Supplier shall not in any circumstances have any liability to the Customer under the Contract if it is prevented from, or delayed in, performing its obligations under the Contract or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors.

12. **Waiver**

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

13. **Rights and remedies**

The rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

14. **Severance**

- 14.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

- 14.2 If any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

15. **Entire agreement**

- 15.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

- 15.2 Each party acknowledges that in entering into this agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.

- 15.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

16. **Assignment**

- 16.1 The Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract.
- 16.2 The Supplier may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract.

17. **No partnership or agency**

Nothing in the Contract is intended to or shall operate to create a partnership between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including without limitation the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

18. **Third party rights**

No one other than a party to this agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.

19. **Notices**

- 19.1 Any notice or other communication given to a party under or in connection with this contract shall be in writing and shall be:

19.1.1 delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office; or

19.1.2 sent by fax to its main fax number.

- 19.2 Any notice or communication shall be deemed to have been received:

19.2.1 if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;

19.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting [or at the time recorded by the delivery service.

19.2.3 if sent by fax, at 9.00 am on the next Business Day after transmission.

- 19.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution. For the purposes of this clause, "writing" shall not include e-mail.

20. **Governing law**

The Contract and any disputes or claims arising out of or in connection with it or its subject matter or formation (including without limitation non-contractual disputes or

claims) are governed by and construed in accordance with the law of England and Wales.

21. **Jurisdiction**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

Exhibit 1:

Customer Minimum Terms

Google Enterprise Maps and Earth Master Licence Agreement

Customer's use of the Product is subject to the terms and conditions of the Google Maps API end user license agreement available at the following uniform resource locator (URL): http://www.google.com/enterprise/earthmaps/legal/us/maps_purchase_agreement.html (or other such URL as Google makes available from time to time) (the "**Maps EULA**"). The physical version of the Maps EULA provided below represents the terms of the Maps EULA which are current as of the date of the Agreement (as defined below) and is provided for reference purposes only. In the event of any conflict between the terms of the Maps EULA and the terms of the Agreement, the Maps EULA will govern Customer's use of the Product and Service.

This Google Enterprise Maps and Earth Master Licence Agreement for the licensing of Google Maps and Earth related Enterprise Products and Services (this "**Master Licence**") is made and entered into by and between Google Ireland Limited, whose principal place of business is at Gordon House, Barrow Street, Dublin 4 ("**Google**") and the customer purchasing from the Reseller ("**Customer**"). This Master Licence contains general terms relating to Customer's access to and use of the Products and Services. The applicable Customer Agreement between Customer and Reseller sets forth the terms on which Customer purchases Products and Services.

1. Governing Documents. Each Product Addendum will form a separate (and separately terminable) agreement between Customer and Google on the terms contained in the Product Addendum (the applicable Product Addendum and this Master Licence together, an "**Agreement**"). In the event of any conflict, the following order of precedence shall govern: (i) the Product Addendum; (ii) the Master Licence; and (iii) any URL Terms.

2. Products and Services Terms and Conditions.

2.1 Services Modifications. To the extent that an Agreement includes Services, 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.

2.2 URL Terms. Google may make reasonable changes to the URL Terms incorporated by reference to an Agreement from time to time. If Google makes a material change to the URL Terms and Customer demonstrates that such change has a material adverse impact on Customer, Customer may notify Google within thirty (30) days of the change and remain subject to the then-current URL Terms unless such change to the URL Terms is in response to a court order or to comply with applicable law

2.3 Third-Party Components. Any third party component embedded in, included in or provided for use in connection with any Software licensed under a particular Agreement may only be used in conjunction with such Software, and such use shall be subject to the Agreement. However, to the extent the Software includes components governed by open source licences with provisions inconsistent with the Agreement, those components are instead governed solely by the applicable open source licences. To the extent the Software includes components covered by open source licences requiring the provision of corresponding source code for those components, Google hereby offers such source code consistent with those licences.

2.4 Delivery. The Products and/or Services will not be made available for download until Google receives an executed Purchase Order from the Reseller referencing the Agreement.

3. Products and Services Restrictions.

3.1 Usage. Customer will only use the Products, Services and any Software in compliance with the Agreement, the Legal Notices, the applicable Documentation, and the AUP. Customer may only use the Services in accordance with the SKUs specified by Reseller in the applicable Reseller Ordering Document. Google shall provide Customer one or more Customer IDs for use in accessing and administering the Services and other relevant Services features, as applicable.

3.2 General Restrictions. Customer shall not, and shall not allow any third party to: (a) use the Products or Services for High Risk Activities; (b) use the Products or Services to create a substantially similar product or service; (c) extract any Content to be used outside of the Products or Services unless expressly permitted under a particular Product Addendum; or (d) use the Products or Services to store or transfer any Customer Data that is controlled for export under Export Control Laws.

3.3 Separate Use. Unless Google specifically agrees in writing, Customer shall not: (a) use, distribute, or sell any Content; (b) incorporate or embed Content or components of the Products or Services into any of Customer's products or services that it sells to third parties; or (c) offer the Products or Services, or any Customer products, services, or solutions based upon the Products or Services, on a subscription basis to third-parties.

3.4 Unauthorised Use. Customer shall use all reasonable endeavours to prevent unauthorised Services use and to terminate any such unauthorised use. Customer shall promptly notify Google of any unauthorised use of, or access to, the Services of which it becomes aware.

3.5 Software Restrictions. Customer shall not (and shall not allow any third party to): (a) use, reproduce (except as permitted in a particular Product Addendum), modify, create derivative works, decompile, disassemble, or otherwise reverse engineer the Software; (b) attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats or programming interfaces of the Software (except and only to the extent that applicable law prohibits or restricts reverse engineering restrictions); (c) incorporate the Software into or with other software; (d) distribute, sell, sublicense, rent, lease to third parties or otherwise make the Software functionality available to third parties except as set forth herein; or (e) remove or in any manner alter any Software identification, proprietary, trademark, copyright or other notices.

4. Technical Support Services.

4.1 TSS. Subject to: (a) Customer's payment of all due and payable Fees to Reseller and compliance with the Agreement; and (b) Reseller's agreement with Google, Google shall provide TSS for Products and Services to Customer in accordance with the TSSG for the Support Period. Unless otherwise agreed in writing, to receive TSS Customer must provide Google with reasonably required access to the Products and Services. Customer's failure to provide access shall be at Customer's own risk and shall relieve Google of its obligation to provide TSS pursuant to this Clause 4.1. Google may change the TSS from time to time, provided that if Customer demonstrates that the change has a material adverse effect on Customer, Customer may notify Google within thirty (30) days of the change and remain subject to the then-current TSS until the expiration of the current Licence Term.

4.2 Updates. TSS includes Updates if applicable to the given Product or Service. Customer shall only receive Updates if Customer is receiving TSS. Customer's access to and use of Updates is subject to the applicable Agreement. Customer shall implement Updates in accordance with the TSSG. Customer may, to the extent possible, make a copy of an Update to a physical medium solely for the purpose of Update installation. Customer shall promptly erase or destroy the Update copy upon installation.

5. Term and Termination.

5.1 Term. Subject to Customer's payment of all due and payable Fees to Reseller and compliance with all Agreements, this Master Licence shall remain in effect for the Term. Each Agreement shall (unless terminated earlier in accordance with its terms) remain in force for the applicable Licence Term, at the end of which it shall expire automatically.

5.2 Termination for Breach. Either party may terminate any Agreement if: (a) the other party is in material breach of the Agreement and fails to cure such breach within thirty (30) days after receipt of written notice; (b) the other party ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within ninety (90) days; or (c) the other party materially breaches the Agreement more than two (2) times notwithstanding any cure of such breaches.

5.3 Termination of Reseller Agreement. Google may terminate this Master Licence and any or all Agreements if Google terminates its agreement with the Reseller due to non payment by Reseller or if Reseller ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within 90 days.

5.4 Effect of Termination.

a. Termination for Google's Breach. If an Agreement is terminated for Google's breach then the Product rights granted or Services provided under the breached Agreement shall terminate and may, at Customer's option, continue for the remainder of all then-effective Licence Term(s), subject to Customer's continued compliance with the remainder of then-effective Agreement(s). If Customer elects not to continue to use the Services, then all then-effective Agreements shall terminate. Customer must make its election to proceed or not to proceed under the Agreement upon Customer's declaration of Google's Agreement breach.

b. Termination for Customer's Breach or due to termination of Google's agreement with Reseller. If an Agreement is terminated for Customer's breach or due to termination of Google's agreement with Reseller, then all then-effective Agreements shall terminate immediately and all payments owed by Customer to Reseller or Google are immediately due.

5.5 Effect of Expiration. On the expiration of an Agreement, the Product rights granted and Services provided under that Agreement shall cease. On the expiration or termination of all Agreements, this Master Licence shall expire. Save as expressly set out in this Clause 5.5 or elsewhere in any Agreement, the termination or expiry of an individual Agreement will not have the effect of terminating any other Agreement.

6. Ownership and Publicity.

6.1 Generally. Except to the extent that an Agreement expressly states otherwise, an Agreement does not grant either party any rights, implied or otherwise, to the other party's content or any of the other party's Intellectual Property Rights. Intellectual Property Rights in and to the Content accessed through the Products and Services are the property of the applicable Content owner and may be protected by applicable laws.

6.2 Brand Features. If, to the extent possible, Customer wants to display Google Brand Features in connection with its use of the Products and Services, Customer shall comply with the Trademark Guidelines. Customer shall not alter any images generated by the Products or Services to remove any Brand Feature or proprietary notice of Google or its licensors. Any use of a party's Brand Features shall inure to the benefit of the party holding rights in such 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 that party's rights with respect to its own Brand Features); or (b) attempt to register any Brand Features that are confusingly similar to those of the other party.

6.3 Publicity. Google may include Customer's name or Brand Features in a list of Google customers, whether online or in offline promotional materials and verbally reference Customer as Google client.

7. Compliance with Laws. Customer shall comply with and shall obtain all required authorisations from applicable government authorities under the Export Control Laws. Customer will not use the Products or Services, directly or indirectly, for purposes of nuclear activities, biological weapons, chemical weapons, missile technology, or other end uses prohibited by the Export Control Laws. Customer shall comply with the Anti-Bribery laws and shall not make any facilitation payments, which are payments to induce officials to perform routine functions they are otherwise obligated to perform. Breach of this Clause shall constitute a material breach of an Agreement. This Clause shall survive Agreement termination or expiration.

8. Confidentiality.

8.1 Obligations. The recipient will not disclose the Confidential Information, except to Affiliates, employees, agents or professional advisors 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 those people and entities use the received Confidential Information only to exercise rights and fulfil obligations under the Agreement, while using reasonable care to keep it confidential.

8.2 Required Disclosure. The recipient may disclose Confidential Information when required by law after giving reasonable notice to the discloser if allowed by law.

9. Warranties.

9.1 Authority. Each party warrants that it has the right, power and authority necessary to enter into the Agreement.

9.2 Services. During any applicable Licence Term, Google warrants that it will provide the Services in accordance with the SLA.

9.3 Google Content. Google does not warrant Content accuracy.

9.4 Disclaimer. Except as expressly provided for herein, subject to Clause 10.3 and otherwise to the maximum extent permitted by applicable law, no other warranties, conditions or terms of any kind, whether express, implied, statutory or otherwise, including without limitation warranties of satisfactory quality, fitness for a particular purpose or conformance with description apply to the Products or Services or to any other goods or services supplied by Google, its Affiliates, licensors and its or their suppliers under any Agreement. Google, its Affiliates, licensors and its or 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.

10. Limitation of Liability.

10.1 Limitation on Indirect Liability. Subject to Clause 10.3, neither party will be liable under any Agreement (whether in contract, tort or otherwise) for lost revenues or indirect, special, incidental or consequential losses suffered or incurred by the other party (whether or not the losses were within the contemplation of the parties at the date of the Agreement).

10.2 Limitation on Amount of Liability. Subject to Clauses 10.1 and 10.3, each party's total aggregate liability under each Agreement (whether in contract, tort or otherwise) is limited to the amount paid by Customer to Reseller pursuant to the Customer Agreement during the twelve (12) months immediately preceding the event giving rise to liability.

10.3 Exceptions to Limitations. Nothing in any Agreement shall exclude or limit either party's liability for: (a) death or personal injury resulting from the negligence of either party or their servants, agents or employees; (b) fraud or fraudulent misrepresentation; (c) breach of any implied condition as to title or quiet enjoyment; (d) breach of confidentiality obligations; (e) infringement of the other party's Intellectual Property Rights; or (f) payment of the Fees.

11. Indemnification.

11.1 By Google. Subject to Clause 10.2, Google shall indemnify Customer from and against all liabilities, damages, and costs (including settlement costs and reasonable legal fees) arising out of a third party claim that the Products or the technology used to provide the Services infringes any patent, copyright, trade secret or trademark of that third party.

11.2 Exceptions. The obligations set forth in Clause 11.1 do not apply if the third party claim is caused by, or results from: (a) Customer's combination or use of the Products or 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 Products or Services; (b) modification of the Products, Services or Content, by anyone other than Google or its Affiliates if the third party claim would have been avoided by use of the unmodified Products, Services or Content; (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 Products, Services or Content in a manner not in accordance with the Agreement; or (e) use of other than Google's most current release of the Products or Services if the third party claim would have been avoided by use of the most current release.

11.3 By Customer. Subject to Clause 10.2, unless prohibited by applicable law, Customer shall indemnify Google from and against all liabilities, damages, and costs (including settlement costs and reasonable legal

fees) arising out of: (a) a third party claim made against Google for infringement of the third party rights listed in Clause 11.1 based on conduct by Customer as described in Clause 11.2; (b) Customer's breach of Clause 7; or (c) Customer's failure to obtain all necessary rights and consents for Customer Data provided to Google (if any).

11.4 Infringement Remedies. If Google reasonably believes the Products or Services infringe a third party's Intellectual Property Rights, then Google shall: (a) procure for Customer the right to continue to use the Products or Services; (b) replace the infringing Products or Services; or (c) modify the infringing Products or Services to avoid the alleged infringement. If Google determines the options in this Clause are not commercially reasonable, Google may terminate the licence for the allegedly infringing Products or Services and shall provide a pro-rata refund to Reseller of the paid but unearned Fees applicable to the period following the Products or Services termination.

11.5 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 indemnifying party has full control and authority over the defence, except that: (a) any settlement requiring the party seeking indemnification to admit liability or to pay any money shall require that party's prior written consent, which shall not be unreasonably withheld or delayed; and (b) the other party may join in the defence with its own counsel at its own expense. The foregoing states each party's sole and exclusive remedy for third party Intellectual Property Rights infringement under each Agreement.

12. Verification and Audit. At Google's or Reseller's written request, not more than once per calendar year, Customer shall provide Google or Reseller with a certification signed by a Customer officer verifying the Products or Services are being used in compliance with the Agreement. Furthermore, Google shall have the right, no more than once per calendar year, and upon at least thirty (30) days prior written notice, to appoint a nationally recognised certified public accountant or independent auditor to examine and verify Customer's compliance with the Agreement(s). Audits shall be conducted during regular business hours at Customer's facilities and shall not unreasonably interfere with Customer's business activities. Customer shall provide Google with reasonable access to the relevant Customer records and facilities. If an audit reveals that Customer has underpaid fees to Reseller during the period audited, then Google shall invoice Reseller, and Customer shall promptly pay Reseller (and Reseller will promptly pay Google), for the underpaid fees based on the higher of the price specified in each Agreement or Google's price list in effect at the time the audit is completed. If the underpaid fees exceed five percent (5%) of the Fees paid by Customer for the Products or Services during the preceding six (6) month period, then Customer shall also pay Google's reasonable audit costs.

13. Miscellaneous.

13.1 Notices. All notices of termination or breach must be in writing and addressed to the other party's legal department. The email address for notices being sent to Google's legal department is legal-notices@google.com. All other notices must be in English, in writing and addressed to the other party's primary contact. Notice shall be treated as given on receipt, as verified by written or automated receipt or by electronic log (as applicable).

13.2 Amendment. Any amendment to an Agreement must be in writing, signed by both parties, and expressly state that it amends such Agreement.

13.3 Assignment. Neither party may assign any part of an Agreement without the written consent of the other, 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 to assign is void.

13.4 Change of Control. If a party experiences a change of control (for example, through a stock purchase or sale, merger, or other form of corporate transaction): (a) that party will give written notice to the other party within thirty (30) days after the change of control; and (b) the other party may immediately terminate the affected Agreement(s) any time between the change of control and thirty (30) days after it receives that written notice.

13.5 Force Majeure. Neither party shall be liable for failure or delay in performance to the extent caused by circumstances beyond its reasonable control. Google may (at its sole discretion) suspend the provision of any Services or modify any Services at any time to comply with any applicable law. If any suspension under this Clause continues for more than thirty (30) days, Customer may, at any time until use of the applicable Services is reinstated, terminate the applicable Agreement(s) immediately upon written notice.

13.6 Governing Law. Each Agreement is governed by English law and the parties submit to the exclusive jurisdiction of the English courts in relation to any dispute (contractual or non-contractual) concerning such Agreement save that either party may apply to any court for an injunction or other relief to protect its Intellectual Property Rights. If an Agreement is translated into any other language, if there is conflict the English text will take precedence.

13.7 No Agency. No Agreement creates any agency, partnership or joint venture between the parties.

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

13.9 Severability. If any term (or part of a term) of an Agreement is invalid, illegal or unenforceable, the rest of the Agreement will remain in effect.

13.10 No Third Party Rights. No Agreement confers any benefits on any third party unless it expressly states that it does.

13.11 Survival. Those provisions that by their nature should survive termination of an Agreement, shall survive termination of such Agreement. The words "include" and "including" will not limit the generality of any words preceding them.

13.12 Counterparts. The parties may execute an Agreement in counterparts, including facsimile, PDF, and other electronic copies, which taken together shall constitute one instrument.

13.13 Entire Agreement. Subject to Clauses 1 and 10.3(b), each Agreement supersedes all other agreements between the parties relating to its subject matter. In entering into an Agreement, neither party has relied on nor shall either party have any right or remedy based on any statement, representation or warranty (whether made negligently or incorrectly), except those expressly set out in such Agreement.

14. Definitions.

"Anti-Bribery Laws" means all applicable commercial and public anti-bribery laws, including, without limitation, 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 a government official 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 organisations, and political parties.

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

"AUP" means the acceptable use policy for each of the Services available at the URL provided in each Product Addendum.

"Billing Units" means the number of Assets Tracked, End Users, or both, as applicable. Billing Units will be determined by the nature of the Service ordered by Customer.

"Brand Features" means each party's trade names, trademarks, logos, domain names, and other distinctive brand features.

"Confidential Information" means information that one party (or an Affiliate) discloses to the other party under an Agreement, and which is marked as confidential or would normally under the circumstances be considered confidential information. It does not include information that the recipient already knew, that becomes public through no fault of the recipient, that was independently developed by the recipient, or that was lawfully given to the recipient by a third party. The specific functionality of the Services and the pricing is Google's Confidential Information.

"Content" means any content provided by Google through the Products and 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.

"Customer Agreement" means the agreement between Customer and Reseller for the purchase of the Products and Services, including the following information: fees payable from Customer to Reseller; Customer domain; Effective Date; Licence Term; Google SKU; order type; annual volume; quantity; and billing unit.

"Customer Data" means data owned or licensed by Customer which Customer loads or which is loaded on Customer's behalf into the Systems including without limitation, data which identifies the location and movements of individual customer assets and Service usage metrics.

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

"Documentation" means the Google proprietary documentation in the form generally made available by Google to its customers for use with the Products or Services.

“Effective Date” means the effective date of the Customer Agreement.

“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 U.S. Treasury Department’s Office of Foreign Assets Control, and the International Traffic in Arms Regulations (“ITAR”) maintained by the U.S. Department of State.

“Fees” means the fees for the applicable Products, and Services and taxes as set forth in a Reseller Ordering Document and the Customer Agreement.

“High Risk Activities” means uses such as 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.

“Intellectual Property Rights” means all current and future copyright, moral rights, patent rights, trade marks, design right, rights in or relating to databases, rights in or relating to confidential information, rights in relation to domain names, and any other intellectual property rights (registered or unregistered) throughout the world.

“Legal Notices” mean the legal notices set forth at the following URL: http://www.maps.google.com/help/legalnotices_maps.html (or other URL as Google may provide from time to time).

“Licensed Configuration” means the Billing Unit metrics and domain(s) as specified in a Reseller Ordering Document.

“Licence Term” means the period of time during which Customer is authorised to use the Products and Services under each Agreement which shall begin on the Shipment Date and continue for the period set forth in each Agreement’s Reseller Ordering Document and the Customer Agreement.

“Products” means the Google products as set forth in each Agreement’s Product Addendum. The term “Product” may have a more detailed supplementary definition in each respective Product Addendum.

“Product Addendum” means a document entered into by both parties to the Agreement that incorporates the terms of this Master Licence and describes the specific terms and conditions applicable to that particular addendum’s Products or Services.

“Purchase Order” means a Reseller-issued purchase order.

“Reseller Ordering Document” means either: (a) an order form agreed by Reseller and Google; or (b) a quote issued by Google (together with a Purchase Order or other form of Reseller binding acceptance), for the provision of the Products and Services to Customer, on the terms set out in the Agreement.

“Services” means the Google services as set forth in each Agreement’s Product Addendum. The term “Service” may have a more detailed supplementary definition in each respective Product Addendum.

“Shipment Date” means the date upon which Google or Reseller provides Customer the Customer ID for the Product.

“SLA” means the Google Service Level Agreement, if any, for the Products and Services described in each Agreement’s Product Addendum.

“Software” means the Google proprietary application program interface provided by Google to Customer pursuant to an Agreement.

“Support Period” means the duration of time specified in the Customer Agreement during which Google may provide TSS to Customer for a particular Product.

“Systems” means the Google computer, processing, and network systems used to provide the Services to Customer.

“Term” means the term of this Master Licence, which shall begin on the Effective Date and continue until the earlier of: (i) the expiration or termination of all Agreements; or (ii) this Master Licence is terminated as set forth herein.

“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 URL as may be provided by Google from time to time).

“TSS” means the technical support services provided by Google, in accordance with Google’s TSSG, for the applicable Products or Services, and for a mutually agreed (in writing) time period.

“TSSG” means Google’s then-current guidelines for Product or Service specific TSS, which may be accessed at the URL set out in each respective Product Addendum (or other URL as may be provided by Google from time to time).

“Updates” is defined in the TSSG.

“URL Terms” are those uniform resource locator addresses as identified by Google in each Product Addendum that refer to Google policies or services descriptions of other Google products.

PRODUCT ADDENDUM:

Google Maps API for Business Terms of Service

1. Agreement Integration. This Product Addendum for the Google Maps API for Business Terms of Service (the "Maps API Addendum") provides for the licensing of the Google Product known as Google Maps API for Business and its related Service. This Maps API Addendum is incorporated into the Master Licence by this reference.

Capitalised terms used but not defined in this Maps API Addendum shall have the meaning ascribed to them in the Master Licence.

2. Service.

2.1 Generally. Subject to Customer's compliance with the Agreement, and in consideration of Customer's payment of all due and payable Fees to Reseller, Google shall provide the Service to Customer during the Licence Term. Customer shall not use the Service in the Prohibited Territory.

2.2 Licences from Google to Customer. Subject to Customer's compliance with the Agreement, and in consideration of Customer's payment of all due and payable Fees to Reseller, Google grants to Customer and Customer shall comply with a non-sublicensable, non-transferable, non-exclusive, terminable licence to (in respect of the Customer Implementation only): (a) use the Service to display the Content and, if Customer uses a SKU with Asset Tracking functionality, Track Assets; and (b) access, use, perform and display the Content during the Licence Term.

3. Customer Data. By submitting Customer Data to Google through the Services, Customer grants to Google a sublicensable, non-transferable, non-exclusive, perpetual, irrevocable, royalty-free licence to host, store, reproduce, adapt, modify, use, translate, extract data from, perform, display and distribute such Customer Data for the sole purpose of processing Customer queries in order to provide the Service to Customer under the Agreement.

4. Customer Restrictions.

4.1 Licence Restrictions. Unless Google specifically agrees in advance and in writing or through the Documentation, Customer shall not:

a. hide or mask from Google the 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 Service into any of Customer's products that it sells to third parties;

c. attempt to reverse engineer the Service or any component or attempt to create a substitute or similar service through use of or access to the Service;

d. in respect of the Google Places API only, modify, reorder, augment or manipulate search results in any way unless Customer has indicated to the End User that this has occurred;

e. use the Service 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 synchronised to the position of a user's sensor-enabled device; or (ii) any systems or functions for automatic or autonomous control of vehicle behaviour;

f. in respect of the Google Places API only, display business listings-related Content in any Customer Implementation that has the primary purpose of making available business, residential address, or telephone directory listings;

g. 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;

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

i. use the Service outside the Licenced Configuration specified in the applicable Reseller Ordering Document or Usage Limits specified in the Documentation;

j. use or display the Content on or in conjunction with a non-Google map (by way of example, geocodes obtained through the Service may not be used or displayed except with a Google Map), unless explicitly permitted to do so in the Documentation or through written permission from Google;

k. use the Service in any country where Google is restricted from providing the Service, as Google reserves the right to terminate this Maps API Addendum in respect of that particular country on written notice;

l. in respect of APIs that identify specific End User location information ("EUL APIs"), and any contradictory Agreement terms notwithstanding, Customer shall not obtain or cache an End User location without the End User's prior consent. Customer shall notify End User in advance: (i) of the End User data Customer intends to collect and; (ii) if Customer intends to use EUL APIs with any other data provider's data. End User's consent to data collection under this Clause must be revocable at any time. Customer further agrees not to provide any personally identifiable information or device identifiers along with Customer Data. Customer agrees that if Customer intends to use an API which permits geolocation with any other data provider's data, Customer shall disclose this fact to End-Users;

m. offer the Service, or any Customer products, services, or solutions based upon the Service, on a subscription basis to third-parties;

n. use or provide any part of the Service or Content in an API that Customer offers to others; or

o. create a Customer Implementation that re-implements or duplicates the Service (i.e. the Customer Implementation must provide substantial additional features or content beyond the Service and those

additional features or content must constitute the primary defining characteristic of the Customer Implementation).

4.2 Customer ID Restrictions. Customer IDs are required, must be used according to the Documentation, and will be forwarded to Customer electronically. Google may elect not to respond to requests with an invalid Customer ID. Customer's failure to use a Customer ID shall prevent access to the Service and nullify Google's obligations under this Maps API Addendum.

4.3 Development Kit Restrictions. Customer shall only use Development Kits for development or educational purposes, or both and shall not use Development Kits in a production environment.

5. Customer Obligations.

5.1 Display of Advertising. Customer may configure the Service to either display or not display advertisements served by Google through the Service to End Users in its sole discretion. Such advertisements shall be enabled as provided in the Documentation.

5.2 Customer Domains. The Customer must own the Domain(s) listed on the Reseller Ordering Document. Customer may add additional domains via the System. Prior to providing the Service, Google may verify that Customer owns or controls the Domain(s). If Customer does not own or control the Domain(s), then Google shall have no obligation to provide the Service to Customer.

5.3 Compliance with Other Policies.

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

b. Privacy. Customer shall protect the privacy rights of its End Users and shall 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 Service to Customer.

c. Deprecation. Google's Service deprecation terms are available at <http://www.google.com/enterprise/earthmaps/legal/us/deprecation.html> (or other URL as may be provided by Google from time to time).

6. Reporting. Customer shall promptly report to Reseller 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 a SKU where the Billing Unit is either 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 Service as "upgradeable." Customer may be charged additional fees for any usage pursuant to this Clause 6.

7. Integrator Rights and Obligations. If Customer purchases an “OEM” SKU, then the following additional terms shall apply to such use. Customer is hereby referred to as the “Integrator” for purposes of this Clause 7 only.

7.1 Integrator Licence. Subject to the Agreement, as supplemented and amended by this Clause 7, Google grants to Integrator, and Integrator agrees to comply with, a non-sublicensable, non-transferable, non-exclusive, terminable licence to integrate the Service into the Integrated Solution. The licences granted under this Clause 7 do not reduce the scope of the licence granted to Integrator under Clause 2.

7.2 Resell Licence. Subject to the Agreement, as supplemented and amended by this Clause 7 and despite Clause 4.1, Google grants to Integrator and Integrator agrees to comply with a non-sublicensable, non-transferable, non-exclusive, terminable licence to resell the Service as integrated into the Integrated Solution to its customers. Integrator shall remain responsible for the compliance with the Maps Terms, Legal Notices and the AUP by its customers and their respective end users.

7.3 Licence Restrictions. Other than as permitted by this Clause 7, Integrator shall not: (a) resell or otherwise distribute the Service separately from the Integrated Solution; (b) integrate or bundle the Service with any other product besides the Integrated Solution; (c) provide the licence key to any of its customers; (d) distribute or market the Integrated Solution in the Prohibited Territory; or (e) unless Integrator obtains Google’s advanced written consent to do so: (i) use or provide any part of the Service or Content in an API that Integrator offers to others; or (ii) create an Integrated Solution that re-implements or duplicates the Service. In no event, shall Integrator create an Integrated Solution which utilizes a non-Google map. Unless Google otherwise agrees in advance in writing, the Integrated Solution must provide substantial additional features or content beyond the Service, and those additional features or content must constitute the primary defining characteristic of the Integrated Solution.

7.4 Design and Marketing.

a. Design. While Integrator may develop and shall own the Integrated Solution (excluding the Service) and retain the sole authority to determine its overall look and feel, Integrator’s implementation of the Service in the Integrated Solution shall comply with all Google technical implementation requirements (including the Documentation and any Google protocols) and the Trademark Guidelines and any other branding or attribution requirements as provided for use of the Service by Google at the time of the implementation. Customer will inform Google at least sixty (60) days prior to its public launch of the Integrator Solution and will respond to Google’s reasonable requests for additional information, including the appointment of a single technical contact. Customer may not launch: (i) the Integrated Solution in a live environment until the Integrated Solution has been reviewed and approved by Google; or (ii) any subsequent changes to the implementation of the Service in the Integrated Solution after the first launch. Google’s approval of the Integrated Solution may be given by e-mail and shall not be unreasonably withheld, conditioned or delayed.

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

7.5 Technical Support Services. Integrator shall be responsible for providing all technical support services to its Integrated Solution customers.

7.6 Additional Indemnification. In addition to the indemnification set forth in the Master Licence, Integrator shall indemnify Google from and against all liabilities, damages, and costs (including settlement costs and reasonable legal fees) arising out of: (a) 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 Service; (b) use of the Integrated Solution by any of Integrator’s

customers, except to the extent this infringement is caused solely by the Service; or (c) a third party claim alleging facts that would constitute a breach by Integrator of its obligations under this Clause 7.6. Clause 11.5 (Indemnification - General) of the Master Licence shall apply to this Clause 7.6 in the same manner as it applies to the indemnities in Clauses 11.1 (Indemnification – By Google) and 11.3 (Indemnification – By Customer) of the Master Licence.

7.7 Additional Termination. Google, in its sole and reasonable discretion, may require Integrator to cease distributing or selling the Integrated Solution on thirty (30) days written notice if the Integrated Solution is alleged to infringe the Intellectual Property Rights of a third party.

7.8 No Assignment. Integrator is prohibited from assigning its rights under this Clause 7 to any third party.

8. Maps API Addendum Term and Termination.

8.1 Maps API Addendum Term. Subject to Customer's payment of all due and payable Fees to Reseller and compliance with the Agreement's terms, this Maps API Addendum shall remain in effect for the Maps API Addendum Term.

8.2 Renewal Licence Term. Notwithstanding Clause 5.1 of the Master Licence, each Agreement's Licence Term shall automatically renew for consecutive twelve (12) month renewal terms. If a party does not want the Licence Term to automatically renew, then it must provide the other party a written termination notice at least fifteen (15) days prior to the then-current Licence Term's expiration date. A party's timely non-renewal notice will be effective upon the then-current Licence Term's expiration. For the avoidance of doubt, at the end of each Licence Term, any unused Billing Units (including any upgrades) shall automatically expire and shall not carry over into the next Licence Term (if any).

8.3 Additional Conditions. All other terms relating to the Maps API Addendum Term and termination of the Agreement are set forth in the Master Licence.

9. Definitions.

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

"AUP" as referenced in the Master Licence means, for the purposes of this Maps API Addendum, the acceptable use policy for the Service available at the following URL: http://www.google.com/enterprise/earthmaps/legal/us/maps_AUP.html (or other URL as may be provided by Google from time to time).

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

"Customer Data" means, for the purposes of this Maps API Addendum, a search term (e.g. latitude/longitude or an IP address) entered into the Systems by Customer which facilitates Google's return of search results via the Service.

“Development Kit” means an identification key provided by Google which gives Customer access to the developmental and technical support features of the Service.

“Documentation” as referenced in the Master Licence means, for the purposes of this Maps API Addendum, the Google proprietary documentation in the form generally made available by Google to its customers for use with the Service and set forth at the following URL: http://www.google.com/enterprise/earthmaps/legal/us/maps_documentation.html (or other URL as may be provided by Google from time to time).

“End User” means an individual human end user of the Customer Implementation.

“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 from time to time).

“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; (c) has material value independent from the Service; and (d) is listed on the Reseller Ordering Document.

“Maps API Addendum Term” means the term of this Maps API Addendum, which shall begin on the Effective Date and continue until the earlier of: (i) the expiration or termination of the last Licence Term; or (ii) this Maps API Addendum is terminated as set forth in the Master Licence.

“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 from time to time).

“Prohibited Territory” means the countries listed at the following URL: http://www.google.com/enterprise/earthmaps/legal/us/maps_prohibited_territory.html (or other URL as may be provided by Google from time to time).

“Service” 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 from time to time).

“SLA” as referenced in the Master Licence means, for the purposes of this Maps API Addendum, the Google Maps API for Business 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 from time to time).

“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.

“TSSG” as referenced in the Master Licence means, for the purposes of this Maps API Addendum, Google’s then-current Technical Support Services Guidelines for this Maps API Addendum, 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 from time to time).

“URL Terms” as referenced in the Master Licence means, for the purposes of this Maps API Addendum the following URL terms: AUP, Legal Notices, Maps Terms, SLA, and TSSG.

“Usage Limit” means the limit for Customer’s use of the Service, which shall be as listed on the Reseller Ordering Document or provided to Customer within the Documentation.

By using the Product, Customer accepts Google’s offer to enter into a binding contract on the terms set out in the Agreement. Customer represents: (a) that it has full power and authority to enter into the Agreement; and (b) the Agreement is the valid and binding obligation of Customer, enforceable in accordance with its terms.