

Elgin roadworks.org Public Map Service Addendum

1 Agreement

- 1.1 This Service Addendum provides for the licensing of the Service known as roadworks.org Public Map described in the Service Specification at the URL address <http://www.elgin.org.uk/url-terms/roadworksorg-public-map-specification> (which service description is by this reference hereby incorporated into and forms part of the Agreement).
- 1.2 Capitalised terms used but not defined in this Service Addendum shall have the meaning ascribed to them in the Master Agreement.

2 Integrator Licence

- 2.1 Subject to the Agreement, as supplemented and amended by this Addendum, Elgin grants to the Customer, and the Customer agrees to comply with a non-sublicensable, non-transferable, non-exclusive, terminable, limited licence to integrate the Service into the Customer Implementation. The Customer Implementation must be accessible to the general public without pay wall or other payment access restrictions.

3 Licence Restrictions

- 3.1 The Customer will not (a) resell or otherwise distribute the Service separately from the Customer Implementation; or (b) integrate or bundle the Service with any other product besides the Customer Implementation.

4 Customer Data

- 4.1 By submitting Customer Data to Elgin as part of its use of the Service, the Customer grants to Elgin a sub-licensable, 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 in order, without limitation, to provide the Services to Customer under the Agreement. This provision is without prejudice to clause 12 of the Master Agreement.

5 Customer Restrictions

- 5.1 Unless Elgin specifically agrees in advance and in writing, the Customer shall not:
 - a hide or mask from Elgin the Customer Implementation, including by failing to correctly implement any application programme interface keys including without limitation any map API keys provided by Elgin to the Customer to identify the Customer Implementation;
 - b 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;
 - c incorporate the Content as a core part of printed matter that is redistributed for a fee;
 - d use the Service in a manner that gives access to mass downloads or bulk feeds of any Content;
 - e use the Service outside the United Kingdom.

6 Google Maps

- 6.1 The Customer must procure a suitable Google Maps API licence for the Customer Implementation. The Customer is responsible for End Users' compliance with Google Maps terms and conditions.

7 Additional Indemnification

- 7.1 The Customer will indemnify, defend, and hold harmless Elgin from and against all liabilities, damages, and costs (including settlement costs and reasonable professional fees) arising out of: (i) a third party claim that the Customer Implementation infringes or misappropriates any patent, copyright, trade secret, or trademark of a third party, except to the extent such infringement is caused solely by the Services; (ii) use of the Customer Implementation by any customer; or (iii) a third party claim alleging facts that would constitute a breach by the Customer of its obligations under this Addendum. This provision is without prejudice to clause 11 of the Master Agreement.

8 No Assignment

- 8.1 The Customer is prohibited from assigning its rights under this Addendum to any third party.

9 Definitions

"Service" means the Elgin Service known as roadworks.org Public Map including any bespoke service extensions set out in the applicable Order Form and the associated technical support services provided to the Customer as described in the Service Level Agreement.