

Elgin roadworks.pro OEM Map Service Addendum

1 Agreement

- 1.1 This Service Addendum provides for the licensing of the Service known as roadworks.pro OEM Map described in the Service Specification at the URL address <http://www.elgin.org.uk/url-terms/roadworksorg-oem-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 License

- 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 license to integrate the Service into the OEM Solution.

3 Reseller License

- 3.1 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 license to resell the Service into the OEM Solution.

4 License Restrictions

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

5 Customer Data

- 5.1 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.

6 Ordnance Survey Data

- 6.1 Where the Customer Implementation contains Ordnance Survey data subject to Commercial or Public Sector Mapping Licence restrictions the Customer shall provide to Elgin in writing a valid Ordnance Survey licence number under which its end users are licensed to use such data.

7 Customer Restrictions

- 7.1 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.

8 Google Maps

- 8.1 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.

9 Design

- 9.1 The Customer will provide Elgin with design documentation regarding the integration of the Service within the OEM Solution (the "Design") within thirty (30) days of the Effective Date of this Agreement and will respond to Elgin's reasonable requests for additional information on such design documentation including appointing a single technical contact. The Customer will not publicize, launch or sell the OEM Solution unless and until Elgin has approved, in writing, the Design, which shall not be unreasonably withheld.

10 Marketing

- 10.1 The Customer will not engage in any marketing or promotional activities involving the Service without Elgin's prior written consent, which shall not be unreasonably withheld.

11 End Usage Reporting

- 11.1 On a quarterly basis, the Customer will report to Google the number of its customers that have purchased the OEM Solution and the total number of end users for each customer.

12 Technical Support Services

- 12.1 The Customer is responsible for providing all technical support services to its customers for the OEM Solution.

13 Additional Indemnification

- 13.1 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 OEM Solution 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 OEM Solution 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.

14 No Assignment

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

15 Definitions

“Service” means the Elgin Service known as roadworks.pro OEM 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.

“OEM Solution” means the Customer solution consisting of software owned by the Customer which (a) is sold as a commercial product, (b) integrates the Customer Implementation and (c) has material value independent from the Service.