

## Elgin roadworks.pro Real-Time Map Service Addendum

### 1 Agreement

- 1.1 This Service Addendum provides for the licensing of the Service known as roadworks.pro Real-Time Map described in the Service Specification at the URL address <http://www.elgin.org.uk/url-terms/rt-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 Customer Restrictions

- 2.1 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 Google Maps API license keys provided by Elgin to the Customer to identify the Customer Implementation;
  - b use, distribute, or sell any Content outside of the Customer Implementation or incorporate or embed the Service into any of the Customer's products or services that it sells to, or for which it charges, 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 incorporate the Content as a core part of printed matter that is redistributed for a fee;
  - e use the Service in a manner that gives access to mass downloads or bulk feeds of any Content;
  - f use the Service outside the United Kingdom.

### 3 Reasonable Use

- 3.1 The Customer's use of the Service is subject to the following Usage Limit: 10,000 User Sessions per annum.
- 3.2 If the number of the Customer's User Sessions exceeds eighty per cent (80%) of the Usage Limit during any 12 month period Elgin shall notify the Customer in writing (which may be via email) so that the Customer has a warning that it is close to exceeding the Usage Limit.
- 3.3 If the number of the Customer's User Sessions exceeds the Usage Limit during any 12 month period then the Overage Charges set out at the URL address <http://www.elgin.org.uk/url-terms/elgin-price-list> (subject to section 3.4) shall apply and shall become due and payable.
- 3.4 Overage Charges may be subject to change in future years. Changes to Overage Charges shall be communicated to the Customer by Elgin in writing (which may be via email) giving not less than six (6) months' notice of such changes taking effect.

### 4 Google Maps

- 4.1 The Service incorporates Google Maps features and Content.

4.2 The Customer agrees to comply with the following Google terms and guidelines:

- a Google Maps Legal Notices available at [https://www.google.com/help/legalnotices\\_maps.html](https://www.google.com/help/legalnotices_maps.html).
- b Google Maps Acceptable Use Policy available at [http://www.google.com/enterprise/earthmaps/legal/universal\\_aup.html](http://www.google.com/enterprise/earthmaps/legal/universal_aup.html).
- c Google Maps Attribution Guidelines available at <http://www.google.com/permissions/geoguidelines/attr-guide.html>.

## 5 TomTom Content

- 5.1 The Service incorporates Content from TomTom Global Content B.V. (“TomTom”).
- 5.2 The covenants and obligations undertaken by the Customer herein are intended for the direct benefit of TomTom and may be enforced by TomTom directly against the Customer.
- 5.3 Neither TomTom nor its suppliers shall be liable to the Customer for any incidental, consequential, special, indirect or exemplary damages arising out of this Agreement, including lost profits or costs of cover, loss of use or business interruption or the like, regardless of whether the Customer was advised of the possibility of such damages.
- 5.4 Notwithstanding anything to the contrary contained herein, TomTom or its suppliers shall have no monetary liability to the Customer for any cause (regardless of the form of action) under or relating to this Agreement.
- 5.5 The TomTom Content is provided on an “as is” and “with all faults basis” and TomTom and its suppliers expressly disclaim all warranties, express or implied, including but not limited to, the implied warranties of non-infringement, merchantability, satisfactory quality, accuracy, title and fitness for a particular purpose. No oral or written advice or information provided by TomTom or any of its agents, employees or third party providers shall create a warranty, and the Customer is not entitled to rely on any such advice or information. This disclaimer of warranties is an essential condition of the Agreement.
- 5.6 The Customer agrees to protect the TomTom Content from public disclosure and to consider the TomTom Content exempt from the Freedom of Information Act 2000.
- 5.7 The Customer shall not use the Service to provide competitive information about TomTom or its products to third parties.
- 5.8 Elgin shall be entitled to vary the provisions of this Clause 5 upon providing notice to the Customer if required to do so by TomTom. Upon receipt of such notice, the Customer shall require End Users to accept such modified terms.

## 6 Definitions

“Service” means the Elgin Service known as roadworks.pro Real-Time 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.

“TomTom Content” means Content derived from Content originating from TomTom Global Content B.V.

“User Session” means a Customer End User’s session of activity using Real-Time Map. A new User Session is generated when either the user logs in to Real-Time Map or the user’s web browser performs a refresh.