

## Waze Research Program Additional Terms

Last Modified: March 16, 2017

As a participant in the Waze Research Program, you may access the Waze Tool and the Waze Traffic Data API (the “**Waze API**”) to review and study Waze traffic data. Together, the Waze Tool, Waze API and Waze traffic data are referred to as “**Waze Technology**”.

Your participation in the Waze Research Program and use of Waze Technology are subject to the [Google Terms of Service](#), the [Google APIs Terms of Service](#), and these additional terms (the “**Waze Research Program Additional Terms**”). Together, these terms are referred to as the “**Agreement**.”

**1. Authority to Accept Terms.** If you are accepting this Agreement on behalf of a government entity, a company, or other entity, you represent and warrant that: (a) you have full legal authority to bind that agency, company, or entity to this Agreement; (b) you have read and understand this Agreement; and (c) you and your agency, company, or entity agree to this Agreement. If you don't have the legal authority to bind your agency, company, or entity, please do not accept this Agreement.

### **2. Licenses**

#### **2.1 License to Use the Waze API and Traffic Data.**

(a) License Grant. Subject to the Agreement, Google grants you a royalty-free, non-exclusive license during the Agreement term to use the Waze API to access Waze's traffic data for research purposes only. All data and results generated in connection with your research using the Waze Technology are referred to as “**Research Results**.”

#### **(b) License Restrictions.**

(i) You may only use the Waze API and the Waze traffic data to study the geographical areas you specify in the Waze Tool.

(ii) You will not, and will not permit a third party to do any of the following, except with Google's express prior written consent:

- A. use the Waze Technology in any manner not expressly authorized by this Agreement (for example, you must not scrape the Waze Technology);
- B. distribute or publish aggregated or historic Waze data or any analyses of the Waze data, except as permitted in this Agreement; or
- C. use Waze Technology to create a product or service that performs the same or similar functions as the Waze service (for example, you must not use the Waze API to create a navigation app).

(iii) You must not (and must not make it reasonably possible for third parties to):

- A. incorporate Waze Technology into third-party products or services; or
- B. use Waze Technology for any commercial purpose.

#### **2.2 Right to Sublicense.** You may sublicense your rights in Section 2.1, without further right to sublicense, subject to the following:

- (a) you must obtain Google's prior written approval for each sublicensee (Google may approve by email);
- (b) you may only sublicense to third parties working on the research project contemplated by this Agreement;
- (c) you must have written agreements with your sublicensees that are no less protective of Google and

- the Waze Technology than this Agreement;
- (d) you must not charge your sublicensees a fee to access or use the Waze Technology; and
  - (e) you will remain liable for your sublicensees' acts and omissions.

2.3 License to Research Results. You grant Google a royalty-free, non-exclusive, worldwide, sublicensable, perpetual, irrevocable license to use the Research Results.

2.4 Retention of Rights. As between the parties:

- (a) you retain all rights in your Research Results; and
- (b) Google retains all rights in (i) the Waze Technology; and (ii) all Google products and services.

2.5 No Other Restrictions. Nothing in this Agreement:

- (a) requires either party to use the other party's data;
- (b) restricts either party from using content it obtains elsewhere; or
- (c) restricts either party from exercising any rights it has at law (including under the U.S. Copyright Act).

### 3 Publication of Research Results.

3.1 Right to Review. You will provide Google with a copy of any publication describing the Research Results, including manuscripts, presentations, posters, and models (each, a "**Publication**") at least 60 days before its submission for publication so Google can review the Publication for legal and policy purposes.

3.2 Publication Restrictions. You will not include in any Publication: (a) Google's Confidential Information; (b) information related to an individual's privacy rights; and (c) other information that Google requests that you remove based on Google's good faith legal or policy determinations.

3.3 Authorship and Support.

- (a) Authorship. Authorship of any Publication will reflect each party's contributions to the applicable research in accordance with academic standards and custom.
- (b) Disclosure of Support. If requested by Google in writing or if required by the applicable journal, you will ensure that the Publication states that the research was supported by Google. If required under this Section, you will provide attribution in accordance with the attribution guidelines at <https://sites.google.com/site/wazeccpattributionguidelines/home> (or such other URL as Google may provide).
- (c) Brand Features License. Each party grants the other a royalty-free, non-exclusive, worldwide license to use their brand features, only in connection with its attribution obligations in Section 3.3 (Authorship and Support) and, if approved, its publicity rights under Section 4.4 (Publicity). The brand features owner will retain all rights in those brand features. All goodwill, rights, and benefits associated with those brand features will inure solely to the brand features owner's benefit.

### 4. Confidentiality; Publicity.

4.1 Definition. "**Confidential Information**" means information that one party (or an affiliate) discloses to the other party under this Agreement, and that is marked as confidential or would normally be considered confidential information under the circumstances. It does not include information that is independently developed by the recipient, is rightfully given to the recipient by a third party without confidentiality obligations, or becomes public through no fault of the recipient.

4.2 Confidentiality Obligations. Subject to Section 4.3 (Public Records Exception), the recipient will not disclose the other party's Confidential Information, except to employees, affiliates, agents, or professional

advisors (“**Delegates**”) who need to know it and who have a legal obligation to keep it confidential. The recipient will use the other party’s Confidential Information only to exercise rights and fulfill obligations under this Agreement. The recipient will ensure that its Delegates are also subject to the same non-disclosure and use obligations. The recipient may disclose Confidential Information when required by law after giving reasonable notice to the discloser, if permitted by law.

4.3 Public Records Exception. If you are a government entity, the following will apply, subject to applicable law:

- (a) Notice Requirement. If a government entity receives a public records disclosure request, you will promptly (and in any event within five days) provide to Google a written notice specifying the details of the disclosure request, including the requester’s identity, the requested records, and the legal deadline to disclose the records.
- (b) Disclosure of Public Records. A government entity may disclose the requested records on the legal deadline for disclosure as required by the applicable public records disclosure law, but only if: (1) Google does not obtain a court order enjoining the disclosure, (2) the government entity reasonably determines that the requested records are not exempt from disclosure, and (3) the government entity is otherwise legally required by an applicable public records disclosure law to comply with the disclosure request.

4.4 Publicity. Subject to Section 4.3 (Public Records Exception), neither party may make any public statement regarding the Waze Research Program without the other’s written approval, except that the parties may publicly reference your participation in the Waze Research Program and Waze can publicly site to or promote your Publication. Each party will promptly review and respond to the other party’s approval requests.

## 5. Representations and Warranties.

5.1 By Both Parties. Each party represents and warrants that it has full power and authority to (a) enter into this Agreement and (b) grant the rights and licenses under this Agreement.

5.2 By You. You represent and warrant that:

- (a) Your compliance with this Agreement will not violate any agreement you have with a third party;
- (b) You will comply with all applicable laws and regulations; and
- (c) If you are an entity or university, all your employees, students, or other individuals under your supervision who participate in the research contemplated by this Agreement, have or will have assigned to you all of their right, title, and interest in the Research Results.

6. **No Indemnity Obligations**. Neither party will have indemnity obligations under the Agreement. The second sentence in the Google Terms of Service section titled “Business uses of our Services” and the Google APIs Terms of Service section titled “Indemnification” will not apply under this Agreement.

7. **Termination**. Either party may terminate this Agreement for convenience on 60 days’ written notice to the other party. On termination, (a) you must stop using the Waze Technology; (b) you will provide Google with a copy of all Research Results (even if incomplete) that were created on or before the termination date; and (c) the following Sections will survive: 2.1(b)(ii) (License Restrictions); 2.3 (License to Research Results); 2.4 (retention of Rights); 2.5 (No Other Restrictions); and 3 (Publication of Research Results) through 8 (General).

## 8. General.

- 8.1 Affiliates, Consultants, and Contractors. Google may use its affiliates, consultants, and contractors in connection with the performance of its obligations and exercise of its rights under this Agreement, but those parties will be subject to the same obligations as Google.
- 8.2 Assignment. Neither party may assign any part of this 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 this 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.
- 8.3 Force Majeure. Neither party will be liable for failure or delay in performance to the extent caused by circumstances beyond its reasonable control.
- 8.4 No Agency. This Agreement does not create any agency, partnership, or joint venture between the parties.
- 8.5 Amendments. Any amendment must be in writing, signed by both parties, and expressly state that it is amending this Agreement.
- 8.6 Government Entities. If you are a government entity, the following will apply:
- (a) Governing Law.
- (i) For government entities (other than United States federal government entities), the [Google Terms of Service](#) section regarding governing law and venue is deleted.
- (ii) For United States federal government entities, the [Google Terms of Service](#) section regarding governing law and venue is deleted and replaced with the following:
- “This Agreement will be governed by and interpreted and enforced in accordance with the laws of the United States of America without reference to conflict of laws. Solely to the extent permitted by federal law: (A) the laws of the State of California (excluding California’s conflict of laws rules) will apply in the absence of applicable federal law; and (B) any dispute arising out of or relating to this Agreement or the Services will be litigated exclusively in the federal courts of Santa Clara County, California, and the parties consent to personal jurisdiction in those courts.”
- (b) U.S. Government Restricted Rights. All access to or use of the Waze Technology by or for the United States federal government is subject to the "U.S. Government Restricted Rights" section in the [Legal Notices](#).
- 8.7 Conflicting Languages. If this Agreement is translated into any other language, and there is a discrepancy between the English text and the translated text, the English text will govern.



