le is committed to advancing racial equity for Black communities. See how. (https://google.com/racial

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Google Maps Platform Terms of Service

If your billing address is in Brazil, please review these <u>Terms of Service</u>

(https://cloud.google.com/maps-platform/terms/?hl=pt-br), which apply to your use of Google Maps Platform.

Se a sua conta para faturamento é no Brasil, por gentileza veja o <u>Termos de Serviço</u>

(https://cloud.google.com/maps-platform/terms/?hl=pt-br), que será o Termo aplicável à sua utilização da Google Maps Platform.

If your billing address is in Indonesia, please review these <u>Terms of Service</u> (/maps-platform/terms), which apply to your use of Google Maps Platform.

Google Maps Platform License Agreement

This Google Maps Platform License Agreement (the "Agreement") is made and entered into between Google (as

defined in Section 21 (Definitions)) and the entity or person agreeing to these terms ("Customer").

This Agreement is effective as of the date Customer clicks to accept the Agreement, or enters into a Reseller Agreement if purchasing through a Reseller (the "Effective Date"). If you are accepting on behalf of Customer, you represent and warrant that: (a) you have full legal authority to bind Customer to this Agreement; (b) you have read and understand this Agreement; and (c) you agree, on behalf of Customer, to this Agreement. If you do not have the legal authority to bind Customer, please do not click to accept. This Agreement governs Customer's access to and use of the Services.

1. Provision of the Services.

- 1.1 Use of the Services in Customer Applications. Google will provide the Services to Customer in accordance with the Agreement, and Customer may use the Services in Customer Application(s) in accordance with Section 3 (License).
- 1.2 Admin Console; Projects; API Keys. Customer will administer the Services through the online Admin Console. To access the Services, Customer must create Project(s) and use its API key(s) in accordance with the Documentation.
- 1.3 Accounts. Customer must have an Account. Customer is responsible for: (a) the information it provides in connection with the Account; (b) maintaining the confidentiality and security of the Account and associated passwords; and (c) any use of its Account.
- 1.4 Customer Domains and Applications. Customer must list in the Admin Console each authorized domain and application that uses the Services. Customer is responsible for ensuring that only authorized domains and applications use the Services.

1.5 New Features and Services. Google may: (a) make new features or functionality available through the Services and (b) add new services to the "Services" definition (by adding them at the URL stated under that definition). Customer's use of new features or functionality may be contingent on Customer's agreement to additional terms applicable to the new feature or functionality.

1.6 Modifications.

- 1.6.1 To the Services. Subject to Section 9 (Deprecation Policy), Google may make changes to the Services, which may include adding, updating, or discontinuing any Services or portion or feature(s) of the Services. Google will notify Customer of any Significant Backwards Incompatible Change to the Services.
- 1.6.2. To the Agreement. Google may make changes to the Agreement, including pricing and any linked documents. Unless otherwise noted by Google, material changes to the Agreement will become effective 30 days after notice is given, except (a) materially adverse SLA changes will become effective 90 days after notice is given; and (b) changes applicable to new Services or functionality, or required by a court order or applicable law, will be effective immediately. Google will provide notice for materially adverse changes to any SLAs by: (i) sending an email to the Notification Email Address; (ii) posting a notice in the Admin Console; or (iii) posting a notice to the applicable SLA webpage. If Customer does not agree to the revised Agreement, Customer should stop using the Services. Google will post any modification to this Agreement to the Terms URL.

2. Payment Terms.

2.1 Free Quota. Certain Services are provided to Customer without charge up to the Fee Threshold, as applicable.

2.2 Online Billing. At the end of the applicable Fee Accrual Period, Google will issue an electronic bill to Customer for all charges accrued above the Fee Threshold based on Customer's use of the Services during the previous Fee Accrual Period. For use above the Fee Threshold, Customer will be responsible for all Fees up to the amount set in the Account and will pay all Fees in the currency set forth in the invoice. If Customer elects to pay by credit card, debit card, or other non-invoiced form of payment, Google will charge (and Customer will pay) all Fees immediately at the end of the Fee Accrual Period. If Customer elects to pay by invoice (and Google agrees), all Fees are due as stated in the invoice. Customer's obligation to pay all Fees is non-cancellable. Google's measurement of Customer's use of the Services is final. Google has no obligation to provide multiple bills. Payments made via wire transfer must include the bank information provided by Google. If Customer has entered into the Agreement with GCL, Google may collect payments via Google Payment Limited, a company incorporated in England and Wales with offices at Belgrave House, 76 Buckingham Palace Road, London, SW1W 9TQ, United Kingdom.

2.3 Taxes.

2.3.1 Customer is responsible for any Taxes, and Customer will pay Google for the Services without any reduction for Taxes. If Google is obligated to collect or pay Taxes, the Taxes will be invoiced to Customer, unless Customer provides Google with a timely and valid tax exemption certificate authorized by the appropriate taxing authority. In some states the sales tax is due on the total purchase price at the time of sale and must be invoiced and collected at the time of the sale. If Customer is required by law to withhold any Taxes from its payments to Google, Customer must provide Google with an official tax receipt or other appropriate documentation to support such withholding. If under the applicable tax legislation the Services

are subject to local VAT and the Customer is required to make a withholding of local VAT from amounts payable to Google, the value of Services calculated in accordance with the above procedure will be increased (grossed up) by Customer for the respective amount of local VAT and the grossed up amount will be regarded as a VAT inclusive price. Local VAT amount withheld from the VAT-inclusive price will be remitted to the applicable local tax entity by the Customer and Customer will ensure that Google will receive payment for its services for the net amount as would otherwise be due (the VAT inclusive price less the local VAT withheld and remitted to applicable tax authority).

- 2.3.2 If required under applicable law, Customer will provide Google with applicable tax identification information that Google may require to ensure its compliance with applicable tax regulations and authorities in applicable jurisdictions. Customer will be liable to pay (or reimburse Google for) any taxes, interest, penalties or fines arising out of any misdeclaration by the Customer.
- 2.4 Invoice Disputes & Refunds. Any invoice disputes must be submitted before the payment due date. If Google determines that Fees were incorrectly invoiced, then Google will issue a credit equal to the agreed amount. To the fullest extent permitted by law, Customer waives all claims relating to Fees unless claimed within 60 days after charged (this does not affect any Customer rights with its credit card issuer). Nothing in the Agreement obligates Google to extend credit to any party.
- 2.5 Delinquent Payments; Suspension. If Customer's payment is overdue, then Google may (a) charge interest on overdue amounts at 1.5% per month (or the highest rate permitted by law, if less) from the Payment Due Date until paid in full, and (b) Suspend the Services or terminate the Agreement.

Customer will reimburse Google for all reasonable expenses (including attorneys' fees) incurred by Google in collecting overdue payments except where such payments are due to Google's billing inaccuracies.

2.6 No Purchase Order Number Required. Google is not required to provide a purchase order number on Google's invoice (or otherwise).

3. License.

- 3.1 *License Grant*. Subject to the Agreement's terms, during the Term, Google grants to Customer a non-exclusive, non-transferable, non-sublicensable, license to use the Services in Customer Application(s).
- 3.2 License Requirements and Restrictions. The following are conditions of the license granted in Section 3.1 (License Grant). In this Section 3.2 (License Requirements and Restrictions), the phrase "Customer will not" means "Customer will not, and will not permit a third party to".
- 3.2.1 General Restrictions. Customer will not: (a) copy, modify, create a derivative work of, reverse engineer, decompile, translate, disassemble, or otherwise attempt to extract any or all of the source code (except to the extent such restriction is expressly prohibited by applicable law); (b) sublicense, transfer, or distribute any of the Services; (c) sell, resell, sublicense, transfer, or distribute the Services; or (d) access or use the Services: (i) for High Risk Activities; (ii) in a manner intended to avoid incurring Fees; (iii) for materials or activities that are subject to the International Traffic in Arms Regulations (ITAR) maintained by the United States Department of State; (iv) in a manner that breaches, or causes the breach of, Export Control Laws; or (v) to transmit, store, or process health information subject to United States HIPAA regulations.

- 3.2.2 Requirements for Using the Services.
- (a) Terms of Service and Privacy Policy.
- (i) The Customer Application's terms of service will (A) notify users that the Customer Application includes Google Maps features and content; and (B) state that use of Google Maps features and content is subject to the then-current versions of the: (1) Google Maps/Google Earth Additional Terms of Service at https://maps.google.com/help/terms_maps.html (https://maps.google.com/help/terms_maps/); and (2) Google Privacy Policy at https://www.google.com/policies/privacy/ (https://www.google.com/policies/privacy/).
- (ii) If the Customer Application allows users to include the Google Maps Core Services in Downstream Products, then Customer will contractually require that all Downstream Products' terms of service satisfy the same notice and flow-down requirements that apply to the Customer Application under Section 3.2.2 (a) (i) (Terms of Service and Privacy Policy).
- (iii) If users of the Customer Application (and Downstream Products, if any) fail to comply with the applicable terms of the Google Maps/Google Earth Additional Terms of Service, then Customer will take appropriate enforcement action, including Suspending or terminating those users' use of Google Maps features and content in the Customer Application or Downstream Products.
- (b) Attribution. Customer will display all attribution that (i) Google provides through the Services (including branding, logos, and copyright and trademark notices); or (ii) is specified in the Maps Service Specific Terms. Customer will not modify, obscure, or delete such attribution.
- (c) Review of Customer Applications. At Google's request,

Customer will submit Customer Application(s) and Project(s) to Google for review to ensure compliance with the Agreement (including the AUP).

- 3.2.3 Restrictions Against Misusing the Services.
- (a) No Scraping. Customer will not export, extract, or otherwise scrape Google Maps Content for use outside the Services. For example, Customer will not: (i) pre-fetch, index, store, reshare, or rehost Google Maps Content outside the services; (ii) bulk download Google Maps tiles, Street View images, geocodes, directions, distance matrix results, roads information, places information, elevation values, and time zone details; (iii) copy and save business names, addresses, or user reviews; or (iv) use Google Maps Content with text-to-speech services.
- (b) *No Caching*. Customer will not cache Google Maps Content except as expressly permitted under the Maps Service Specific Terms.
- (c) No Creating Content From Google Maps Content. Customer will not create content based on Google Maps Content. For example, Customer will not: (i) trace or digitize roadways, building outlines, utility posts, or electrical lines from the Maps JavaScript API Satellite base map type; (ii) create 3D building models from 45° Imagery from Maps JavaScript API; (iii) build terrain models based on elevation values from the Elevation API; (iv) use latitude/longitude values from the Places API as an input for point-in-polygon analysis; (v) construct an index of tree locations within a city from Street View imagery; or (vi) convert text-based driving times into synthesized speech results.
- (d) No Re-Creating Google Products or Features. Customer will not use the Services to create a product or service with features that are substantially similar to or that re-create the

features of another Google product or service. Customer's product or service must contain substantial, independent value and features beyond the Google products or services. For example, Customer will not: (i) re-distribute the Google Maps Core Services or pass them off as if they were Customer's services; (ii) use the Google Maps Core Services to create a substitute of the Google Maps Core Services, Google Maps, or Google Maps mobile apps, or their features; (iii) use the Google Maps Core Services in a listings or directory service or to create or augment an advertising product; (iv) combine data from the Directions API, Geolocation API, and Maps SDK for Android to create real-time navigation functionality substantially similar to the functionality provided by the Google Maps for Android mobile app.

- (e) No Use With Non-Google Maps. To avoid quality issues and/or brand confusion, Customer will not use the Google Maps Core Services with or near a non-Google Map in a Customer Application. For example, Customer will not (i) display or use Places content on a non-Google map, (ii) display Street View imagery and non-Google maps on the same screen, or (iii) link a Google Map to non-Google Maps content or a non-Google map.
- (f) No Circumventing Fees. Customer will not circumvent the applicable Fees. For example, Customer will not create multiple billing accounts or Projects to avoid incurring Fees, prevent Google from accurately calculating Customer's Service usage levels, abuse any free Service quotas, or offer access to the Services under a "time-sharing" or "service bureau" model.
- (g) No Use in Prohibited Territories. Customer will not distribute or market in a Prohibited Territory any Customer Application(s) that use the Google Maps Core Services.
- (h) No Use in Embedded Vehicle Systems. Customer will not use the Google Maps Core Services in connection with any

Customer Application or device embedded in a vehicle. For example, Customer will not create a Customer Application that (i) is embedded in an in-dashboard automotive infotainment system; and (ii) allows End Users to request driving directions from the Directions API.

- (i) No Use in Customer Application Directed To Children. Customer will not use the Google Maps Core Services in a Customer Application that would be deemed to be a "Web site or online service directed to children" under the Children's Online Privacy Protection Act (COPPA).
- (j) No Modifying Search Results Integrity. Customer will not modify any of the Google Maps Core Services' search results.
- 3.2.4 Benchmarking. Customer may not publicly disclose directly or through a third party the results of any comparative or compatibility testing, benchmarking, or evaluation of the Services (each, a "Test"), unless the disclosure includes all information necessary for Google or a third party to replicate the Test. If Customer conducts, or directs a third party to conduct, a Test of the Services and publicly discloses the results directly or through a third party, then Google (or a Google directed third party) may conduct Tests of any publicly available cloud products or services provided by Customer and publicly disclose the results of any such Test (which disclosure will include all information necessary for Customer or a third party to replicate the Test).

4. Customer Obligations.

4.1 Compliance. Customer will: (a) ensure that Customer's and its End Users' use of the Services complies with the Agreement; (b) prevent and terminate any unauthorized use of or access to its Account(s) or the Services; and (c) promptly notify Google of any unauthorized use of or access to its Account(s) or the Services of which Customer becomes aware.

- 4.2 Documentation. Google may provide Documentation for Customer's use of the Services. The Documentation may specify restrictions (e.g. attribution or HTML restrictions) on how the Services may be used and Customer will comply with any such restrictions specified.
- 4.3 Copyright Policy. Google provides information to help copyright holders manage their intellectual property online, but Google cannot determine whether something is being used legally without input from the copyright holders. Google will respond to notices of alleged copyright infringement and may terminate repeat infringers in appropriate circumstances as required to maintain safe harbor for online service providers under the U.S. Digital Millennium Copyright Act. If Customer believes a person or entity is infringing Customer's or End Users' copyrights and would like to notify Google, Customer can find information about submitting notices, and Google's policy about responding to notices

at https://www.google.com/dmca.html
(https://www.google.com/dmca.html%sa=D&ust=1524619731786000

q=https://www.google.com/dmca.html&sa=D&ust=1524619731786000)

4.4 Data Use, Protection, and Privacy.

4.4.1 Data Use and Retention. To provide the Services through the Customer Application(s), Google collects and receives data from Customer and End Users (and End Users' End Users, if any), including search terms, IP addresses, and latitude/longitude coordinates. Customer acknowledges and agrees that Google and its Affiliates may use and retain this data to provide and improve Google products and services, subject to the Google Privacy Policy

at https://www.google.com/policies/privacy/ q=https://www.google.com/policies/privacy/&sa=D&ust=1524619731786000) .

4.4.2 European Data Protection Terms. Google and Customer agree to the Google Maps Controller-Controller Data Protection Terms at https://cloud.google.com/maps-platform/terms/maps-controller-terms (https://www.google.com/url?q=https://cloud.google.com/maps-platform/terms/maps-controller-terms&sa=D&ust=1524619731787000)

4.4.3 End User Requirements.

(a) End User Privacy. Customer's use of the Services in the Customer Application will comply with applicable privacy laws, including laws regarding Services that store and access Cookies on End Users' devices. Customer will comply with the then-current Consent Policy

at https://www.google.com/about/company/user-consent-policy.html

(https://www.google.com/url? q=https://www.google.com/about/company/user-consentpolicy.html&sa=D&ust=1524619731787000) , if applicable.

- (b) End User Personal Data. Through the normal functioning of the Google Maps Core Services, End Users provide personally identifiable information and Personal Data directly to Google, subject to the then-current Google Privacy Policy
- at https://www.google.com/policies/privacy/

(https://www.google.com/url?

- q=https://www.google.com/policies/privacy/&sa=D&ust=1524619731788 000)
- . (a) However, Customer will not provide to Google (i) any End User's personally identifiable information; or (ii) any European End User's Personal Data (where "European" means "European Economic Area, Switzerland, or the UK").
- (c) End User Location Privacy Requirements. To safeguard End

Users' location privacy, Customer will ensure that the Customer Application(s): (i) notify End Users in advance of (1) the type(s) of data that Customer intends to collect from the End Users or the End Users' devices, and (2) the combination and use of End User's location with any other data provider's data; and (ii) will not obtain or cache any End User's location except with the End User's express, prior, revocable consent.

5. Suspension.

- 5.1 For License Restrictions Breaches. Google may Suspend the Services without prior notice if Customer breaches Section 3.2 (License Requirements and Restrictions).
- 5.2 For AUP Breaches or Emergency Security Issues. Google may also Suspend Services as described in Subsections 5.2.1 (AUP Breaches) and 5.2.2 (Emergency Suspension). Any Suspension under those Sections will be to the minimum extent and for the shortest duration required to: (a) prevent or terminate the offending use, (b) prevent or resolve the Emergency Security Issue, or (c) comply with applicable law.
- 5.2.1 AUP Breaches. If Google becomes aware that Customer's or any End User's use of the Services breaches the AUP, Google will give Customer notice of such breach by requesting that Customer correct the breach. If Customer fails to correct such breach within 24 hours, or if Google is otherwise required by applicable law to take action, then Google may Suspend all or part of Customer's use of the Services.
- 5.2.2 Emergency Suspension. Google may immediately Suspend Customer's use of the Services if (a) there is an Emergency Security Issue or (b) Google is required to Suspend such use to comply with applicable law. At Customer's request, unless prohibited by applicable law, Google will notify Customer of the basis for the Suspension as soon as is

reasonably possible.

5.3 For Alleged Third-Party Intellectual Property Rights Infringement. If the Customer Application is alleged to infringe a third party's Intellectual Property Rights, Google may require Customer to suspend all use of the Google Maps Core Services in the Customer Application on 30 days' written notice until such allegation is fully resolved. In any event, this Section 5.3 (For Alleged Third-Party Intellectual Property Rights Infringement) does not reduce Customer's obligations under Section 15 (Indemnification).

6. Intellectual Property Rights; Feedback.

6.1 Intellectual Property Rights. Except as expressly stated in the Agreement, the Agreement does not grant either party any rights, implied or otherwise, to the other's content or any of the other's intellectual property. As between the parties, Customer owns all Intellectual Property Rights in the Customer Application, and Google owns all Intellectual Property Rights in the Google Maps Core Services.

6.2 Customer Feedback. If Customer provides Google Feedback about the Services, then Google may use that information without obligation to Customer, and Customer irrevocably assigns to Google all right, title, and interest in that Feedback

7. Third Party Legal Notices and License Terms.

Certain components of the Services (including open source software) are subject to third-party copyright and other Intellectual Property Rights, as specified in: (a) the Google Maps/Google Earth Legal Notices

at https://www.google.com/url?
q=https://www.google.com/help/legalnotices_maps.html&sa=D&ust=152
4619731791000)

; and (b) separate, publicly-available third-party license terms, which Google will provide to Customer on request.

8. Technical Support Services.

- 8.1 *By Google*. Google will provide Maps Technical Support Services to Customer in accordance with the Maps Technical Support Services Guidelines.
- 8.2 By Customer. Customer is responsible for technical support of its Customer Applications and Projects.

9. Deprecation Policy.

Google will notify Customer at least 12 months before making a Significant Backwards Incompatible Change, unless Google reasonably determines that: (a) Google cannot do so by law or by contract (including if there is a change in applicable law or contract) or (b) continuing to provide the Services could create a security risk or substantial economic or technical burden. This Section 9 (Deprecation Policy) does not apply to Pre-GA Offerings.

10. Confidentiality.

10.1 Confidentiality Obligations. Subject to Section 10.2 (Required Disclosure), the recipient will use the other party's Confidential Information only to exercise its rights and fulfill its obligations under the Agreement. The recipient will use reasonable care to protect against disclosure of the other party's Confidential Information to parties other than the recipient's employees, Affiliates, agents, or professional advisors ("Delegates") who need to know it and are subject to confidentiality obligations at least as protective as those in this Section 10.1 (Confidentiality Obligations).

10.2 Required Disclosure.

10.2.1 Subject to Section 10.2.2, the recipient and its Affiliates may disclose the other party's Confidential Information to the extent required by applicable Legal Process, If the recipient and its Affiliates (as applicable) use commercially reasonable efforts to: (a) promptly notify the other party of such disclosure before disclosing; and (b) comply with the other party's reasonable requests regarding its efforts to oppose the disclosure.

10.2.2 Sections 10.2.1(a) and (b) above will not apply if the recipient determines that complying with (a) and (b) could: (i) result in a violation of Legal Process; (ii) obstruct a governmental investigation; or (iii) lead to death or serious physical harm to an individual.

10.2.3 As between the parties, Customer is responsible for responding to all third party requests concerning its use and Customer End Users' use of the Services.

11. Term and Termination.

11.1 Agreement Term. The Agreement is effective from the Effective Date until it is terminated in accordance with its terms (the "Term").

11.2 Termination for Breach. Either party may terminate the Agreement for breach if: (a) the other party is in material breach of the Agreement and fails to cure that breach within 30 days after receipt of written notice; (b) the other party ceases its business operations; or (c) becomes subject to insolvency proceedings and the proceedings are not dismissed within 90 days. Google may terminate Projects or access to Services, if Customer meets any of the conditions in subsections (a) or (b).

11.3 *Termination for Inactivity*. Google may terminate Projects with 30 days' prior written notice if such Project (a) has not

made any requests to the Services from any Customer Applications for more than 180 days; or (b) has not incurred any Fees for more than 180 days.

11.4 Termination for Convenience. Customer may stop using the Services at any time. Subject to any financial commitments expressly made by this Agreement, Customer may terminate the Agreement for its convenience at any time with 30 days' prior written notice. Google may terminate the Agreement for its convenience at any time without liability to Customer.

11.5 Effects of Termination.

11.5.1 If the Agreement terminates, then: (a) the rights and access to the Services will terminate; (b) all Fees owed by Customer to Google are immediately due upon receipt of the final electronic bill; and (c) Customer will delete the Software and any content from the Services by the termination effective date.

11.5.2 The following will survive expiration or termination of the Agreement: Section 2 (Payment Terms), Section 3.2 (License Requirements and Restrictions), Section 4.4 (Data Use, Protection, and Privacy), Section 6 (Intellectual Property; Feedback), Section 10 (Confidential Information), Section 11.5 (Effects of Termination), Section 14 (Disclaimer), Section 15 (Indemnification), Section 16 (Limitation of Liability), Section 19 (Miscellaneous), and Section 21 (Definitions).

12. Publicity.

Customer may state publicly that it is a customer of the Services, consistent with the Trademark Guidelines. If Customer wants to display Google Brand Features in connection with its use of the Services, Customer must obtain written permission from Google through the process specified in the Trademark Guidelines. Google may include Customer's

name or Brand Features in a list of Google customers, online or in promotional materials. Google may also verbally reference Customer as a customer of the Services. Neither party needs approval if it is repeating a public statement that is substantially similar to a previously-approved public statement. Any use of a party's Brand Features will inure to the benefit of the party holding Intellectual Property Rights to those Brand Features. A party may revoke the other party's right to use its Brand Features under this Section with written notice to the other party and a reasonable period to stop the use.

13. Representations and Warranties.

Each party represents and warrants that: (a) it has full power and authority to enter into the Agreement; and (b) it will comply with Export Control Laws and Anti-Bribery Laws applicable to its provision, receipt, or use, of the Services, as applicable.

14. Disclaimer.

EXCEPT AS EXPRESSLY PROVIDED FOR IN THE AGREEMENT. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, GOOGLE: (A) DOES NOT MAKE ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE, NONINFRINGEMENT, OR ERROR-FREE OR UNINTERRUPTED USE OF THE SERVICES OR SOFTWARE; (B) MAKES NO REPRESENTATION ABOUT CONTENT OR INFORMATION ACCESSIBLE THROUGH THE SERVICES; AND (C) WILL ONLY BE REQUIRED TO PROVIDE THE REMEDIES EXPRESSLY STATED IN THE SLA FOR FAILURE TO PROVIDE THE SERVICES. GOOGLE MAPS CORE SERVICES ARE PROVIDED FOR PLANNING PURPOSES ONLY. INFORMATION FROM THE GOOGLE MAPS CORE SERVICES MAY DIFFER FROM ACTUAL CONDITIONS, AND MAY NOT BE SUITABLE FOR THE CUSTOMER APPLICATION. CUSTOMER MUST EXERCISE

INDEPENDENT JUDGMENT WHEN USING THE SERVICES TO ENSURE THAT (i) GOOGLE MAPS ARE SUITABLE FOR THE CUSTOMER APPLICATION; AND (ii) THE CUSTOMER APPLICATION IS SAFE FOR END USERS AND OTHER THIRD PARTIES.

15. Indemnification.

- 15.1 Customer Indemnification Obligations. Unless prohibited by applicable law, Customer will defend Google and its Affiliates and indemnify them against Indemnified Liabilities in any Third-Party Legal Proceeding to the extent arising from (a) any Customer Indemnified Materials or (b) Customer's or an End User's use of the Services in violation of the AUP or in violation of the Agreement.
- 15.2 Google Indemnification Obligations. Google will defend Customer and its Affiliates participating under the Agreement ("Customer Indemnified Parties"), and indemnify them against Indemnified Liabilities in any Third-Party Legal Proceeding to the extent arising from an Allegation that Customer Indemnified Parties' use of Google Indemnified Materials infringes the third party's Intellectual Property Rights.
- 15.3 Indemnification Exclusions. Sections 15.1 (Customer Indemnification Obligations) and 15.2 (Google Indemnification Obligations) will not apply to the extent the underlying Allegation arises from (a) the indemnified party's breach of the Agreement or (b) a combination of the Customer Indemnified Materials or Google Indemnified Materials (as applicable)s with materials not provided by the indemnifying party, unless the combination is required by the Agreement.
- 15.4 Indemnification Conditions. Sections 15.1 (Customer Indemnification Obligations) and 15.2 (Google Indemnification Obligations) are conditioned on the following:

- (a) The indemnified party must promptly notify the indemnifying party in writing of any Allegation(s) that preceded the Third-Party Legal Proceeding and cooperate reasonably with the indemnifying party to resolve the Allegation(s) and Third-Party Legal Proceeding. If breach of this Section 15.4(a) prejudices the defense of the Third-Party Legal Proceeding, the indemnifying party's obligations under Section 15.1 (Customer Indemnification Obligations) or 15.2 (Google Indemnification Obligations) (as applicable) will be reduced in proportion to the prejudice.
- (b) The indemnified party must tender sole control of the indemnified portion of the Third-Party Legal Proceeding to the indemnifying party, subject to the following: (i) the indemnified party may appoint its own non-controlling counsel, at its own expense; and (ii) any settlement requiring the indemnified party to admit liability, pay money, or take (or refrain from taking) any action, will require the indemnified party's prior written consent, not to be unreasonably withheld, conditioned, or delayed.

15.5 Remedies.

- (a) If Google reasonably believes the Services might infringe a third party's Intellectual Property Rights, then Google may, at its sole option and expense: (i) procure the right for Customer to continue using the Services; (ii) modify the Services to make them non-infringing without materially reducing their functionality; or (iii) replace the Services with a non-infringing, functionally equivalent alternative.
- (b) If Google does not believe the remedies in Section 15.5(a) are commercially reasonable, then Google may Suspend or terminate Customer's use of the impacted Services.
- 15.6 Sole Rights and Obligations. Without affecting either party's termination rights, this Section 15 states the parties'

sole and exclusive remedy under the Agreement for any Allegations of Intellectual Property Rights infringement covered by this Section 15 (Indemnification).

16. Liability.

16.1 Limited Liabilities

- (a) To the extent permitted by applicable law and subject to Section 16.2 (Unlimited Liabilities), neither party and Google's licensors will have any Liability arising out of or relating to the Agreement for any (i) indirect, consequential, special, incidental, or punitive damages or (ii) lost revenues, profits, savings, or goodwill.
- (b) Each party's total aggregate Liability for damages arising out of or relating to the Agreement is limited to the Fees Customer paid under the Agreement during the 12 month period before the event giving rise to Liability.
- 16.2 Unlimited Liabilities. Nothing in the Agreement excludes or limits either party's Liability for:
- (a) its infringement of the other party's Intellectual Property Rights
- (b) its payment obligations under the Agreement; or
- (c) matters for which liability cannot be excluded or limited under applicable law.

17. Advertising.

In its sole discretion, Customer may configure the Service to either display or not display advertisements served by Google.

18. U.S. Federal Agency Users.

The Services were developed solely at private expense and are

commercial computer software and related documentation within the meaning of the applicable Federal Acquisition Regulations and their agency supplements.

19. Miscellaneous.

19.1 Notices. All notices must be in writing and addressed: (a) in the case of Google, to Google's Legal Department at legal-notices@google.com; and (b) in the case of Customer, to the Notification Email Address. Notice will be treated as given on receipt as verified by written or automated receipt or by electronic log (as applicable).

19.2 Assignment. Customer may not assign the Agreement without the written consent of Google, 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 by Customer to assign is void. Google may assign the Agreement without the written consent of Customer by notifying Customer of the assignment.

19.3 Change of Control. If a party experiences a change of Control other than an internal restructuring or reorganization, then: (a) that party will give written notice to the other party within 30 days after the change of Control; and (b) the other party may immediately terminate the Agreement any time between the change of Control and 30 days after it receives that written notice.

19.4 Force Majeure. Neither party will be liable for failure or delay in performance to the extent caused by circumstances beyond its reasonable control, including acts of God, natural disasters, terrorism, riots, or war.

- 19.5 Subcontracting. Google may subcontract obligations under the Agreement but will remain liable to Customer for any subcontracted obligations.
- 19.6 *No Agency*. The Agreement does not create any agency, partnership or joint venture between the parties.
- 19.7 No Waiver. Neither party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under the Agreement.
- 19.8 Severability. If any part of the Agreement is invalid, illegal, or unenforceable, the rest of the Agreement will remain in effect.
- 19.9 No Third-Party Beneficiaries. The Agreement does not confer any benefits on any third party unless it expressly states that it does.
- 19.10 Equitable Relief. Nothing in the Agreement will limit either party's ability to seek equitable relief.
- 19.11 Governing Law.
- (a) For U.S. City, County, and State Government Entities. If Customer is a U.S. city, county or state government entity, then the Agreement will be silent regarding governing law and venue.
- (b) For U.S. Federal Government Entities. If Customer is a U.S. federal government entity then the following applies: ALL CLAIMS ARISING OUT OF OR RELATING TO THE AGREEMENT OR THE SERVICES WILL BE GOVERNED BY THE LAWS OF THE UNITED STATES OF AMERICA, EXCLUDING ITS CONFLICT OF LAWS RULES. SOLELY TO THE EXTENT PERMITTED BY FEDERAL LAW: (I) THE LAWS OF THE STATE OF CALIFORNIA (EXCLUDING CALIFORNIA'S CONFLICT OF LAWS RULES) WILL APPLY IN THE ABSENCE OF APPLICABLE FEDERAL LAW; AND

- (II) FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE AGREEMENT OR THE SERVICES, THE PARTIES CONSENT TO PERSONAL JURISDICTION IN, AND THE EXCLUSIVE VENUE OF, THE COURTS IN SANTA CLARA COUNTY, CALIFORNIA.
- (c) For All Other Entities. If Customer is any entity not listed in Section 19.11 (A) (For U.S. City, County, and State Government Entities) or 19.11(B) (For U.S. Federal Government Entities) then the following applies: ALL CLAIMS ARISING OUT OF OR RELATING TO THE AGREEMENT OR THE SERVICES WILL BE GOVERNED BY CALIFORNIA LAW, EXCLUDING THAT STATE'S CONFLICT OF LAWS RULES, AND WILL BE LITIGATED EXCLUSIVELY IN THE FEDERAL OR STATE COURTS OF SANTA CLARA COUNTY, CALIFORNIA, USA; THE PARTIES CONSENT TO PERSONAL JURISDICTION IN THOSE COURTS.
- 19.12 Amendments. Except as stated in Section 1.6.2 (Modifications; To the Agreement), any amendment to the Agreement must be in writing, expressly state that it is amending this Agreement, and be signed by both parties.
- 19.13 Entire Agreement. The Agreement states all terms agreed between the parties and supersedes any prior or contemporaneous agreements between the parties relating to its subject matter. In entering into this Agreement, neither party has relied on, and neither party will have any right or remedy based on, any statement, representation or warranty (whether made negligently or innocently), except those expressly stated in the Agreement. The Agreement includes URL links to other terms (including the URL Terms), which are incorporated by reference into the Agreement. After the Effective Date, Google may provide an updated URL in place of any URL in the Agreement.
- 19.14 *Conflicting Terms*. If there is a conflict between the documents that make up the Agreement, then the documents will control in the following order: the Agreement and the

terms at any URL.

19.15 Conflicting Languages. If the 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.

20. Reseller Orders.

This Section applies if Customer orders the Services from a Reseller under a Reseller Agreement (including the Reseller Order Form).

20.1 Orders. If Customer orders Services from Reseller, then:
(a) fees for the Services will be set between Customer and Reseller, and any payments will be made directly to Reseller under the Reseller Agreement; (b) Section 2 of the Agreement (Payment Terms) will not apply to the Services; (c) Customer will receive any applicable SLA credits from Reseller, if owed to Customer in accordance with the SLA; and (d) Google will have no obligation to provide any SLA credits to a Customer who orders Services from the Reseller.

20.2 Conflicting Terms. If Customer orders Google Maps Core Services from a Reseller and if any documents conflict, then the documents will control in the following order: the Agreement, the terms at any URL (including the URL Terms), and the Reseller Order Form. For example, if there is a conflict between the Maps Service Specific Terms and the Reseller Order Form, the Maps Service Specific Terms will control.

20.3 Reseller as Administrator. At Customer's discretion,
Reseller may access Customer's Projects, Accounts, or the
Services on behalf of Customer. As between Google and
Customer, Customer is solely responsible for: (a) any access by
Reseller to Customer's Account(s), Project(s), or the Services;
and (b) defining in the Reseller Agreement any rights or

obligations as between Reseller and Customer with respect to the Accounts, Projects, or Services.

20.4 Reseller Verification of Customer Application(s). Before providing the Services, Reseller may also verify that Customer owns or controls the Customer Applications. If Reseller determines that Customer does not own or control the Customer Applications, then Google will have no obligation to provide the Services to Customer.

21. Definitions.

"Account" means Customer's Google Account.

"Admin Console" means the online console(s) and/or tool(s) provided by Google to Customer for administering the Services.

"Affiliate" means any entity that directly or indirectly Controls, is Controlled by, or is under common Control with a party.

"Allegation" means an unaffiliated third party's allegation.

"Anti-Bribery Laws" means all applicable commercial and public anti-bribery laws, (for example, 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 anyone, including government officials, 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 organizations, and political parties.

"AUP" or "Acceptable Use Policy" means the then-current Acceptable Use Policy for the Services described at https://cloud.google.com/maps-platform/terms/aup/ (/maps-platform/terms/aup).

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

"Confidential Information" means information that one party (or an Affiliate) discloses to the other party under this Agreement, and which is marked as confidential or would normally under the circumstances be considered confidential information. 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.

"Control" means control of greater than 50% of the voting rights or equity interests of a party.

"Customer Application" means any web page or application (including all source code and features) owned or controlled by Customer, or that Customer is authorized to use.

"Customer End User" or "End User" means an individual or entity that Customer permits to use the Services or Customer Application(s).

"Customer Indemnified Materials" means the Customer Application and Customer Brand Features.

"Documentation" means the then-current Google documentation described

at https://developers.google.com/maps/documentation (https://developers.google.com/maps/documentation/).

"Emergency Security Issue" means either: (a) Customer's or Customer End Users' use of the Services in breach of the AUP, which such use could disrupt: (i) the Services; (ii) other customers' or their customer end users' use of the Services; or (iii) the Google network or servers used to provide the Services; or (b) unauthorized third party access to the Services.

"Europe" or "European" means European Economic Area, Switzerland, or the UK.

"Export Control Laws" means all applicable export and reexport control laws and regulations, including any applicable munitions- or defense-related regulations (for example, the International Traffic in Arms Regulations maintained by the U.S. Department of State).

"Fee Accrual Period" means a calendar month or another period specified by Google in the Admin Console.

"Fee Threshold" means the then-current threshold, as applicable for certain Services, as set out in the Admin Console.

"Feedback" means feedback or suggestions about the Services provided by Customer to Google.

"Fees" means the product of the amount of Services used or ordered by Customer multiplied by the Prices, plus any applicable Taxes.

"Google" has the meaning given at https://cloud.google.com/terms/google-entity (/terms/google-entity).

"Google Indemnified Materials" means Google's technology used to provide the Services (excluding any open source software) and Google's Brand Features.

"Google Maps Content" means any content provided through the Services (whether created by Google or its third-party licensors), including map and terrain data, imagery, traffic data, and places data (including business listings). "High Risk Activities" means activities where the use or failure of the Services could lead to death, personal injury, or environmental damage, including (a) emergency response services; (b) autonomous and semi-autonomous vehicle or drone control; (c) vessel navigation; (d) aviation; (e) air traffic control; (f) nuclear facilities operation.

"HIPAA" means the Health Insurance Portability and Accountability Act of 1996 as it may be amended, and any regulations issued under it.

"Indemnified Liabilities" means any (a) settlement amounts approved by the indemnifying party; and (b) damages and costs finally awarded against the indemnified party and its Affiliates by a court of competent jurisdiction.

"including" means "including but not limited to".

"Intellectual Property Rights" means all patent rights, copyrights, trademark rights, rights in trade secrets (if any), design rights, database rights, domain name rights, moral rights, and any other intellectual property rights (registered or unregistered) throughout the world.

"Legal Process" means an information disclosure request made under law, governmental regulation, court order, subpoena, warrant, governmental regulatory or agency request, or other valid legal authority, legal procedure, or similar process.

"Liability" means any liability, whether under contract, tort (including negligence), or otherwise, regardless of whether foreseeable or contemplated by the parties.

"Maps Service Specific Terms" means the then-current terms specific to one or more Services described

at https://cloud.google.com/maps-platform/terms/maps-service-terms/.

service-terms/ (/maps-platform/terms/maps-service-terms).

"Maps Technical Support Services" means the technical support service provided by Google to Customer under the then-current Maps Technical Support Services Guidelines.

"Maps Technical Support Services Guidelines" means the then-current technical support service guidelines described at https://cloud.google.com/maps-platform/terms/tssg/ (/maps-platform/terms/tssg).

"Personal Data" has the meaning given to it in: (a) Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC ("EU GDPR"); or (b) the EU GDPR as amended and incorporated into UK law under the UK European Union (Withdrawal) Act 2018 ("UK GDPR"), if in force, as applicable.

"Notification Email Address" means the email address(es) designated by Customer in the Admin Console.

"Price" means the then-current applicable price(s) stated at https://cloud.google.com/maps-platform/pricing/sheet/ (/maps-platform/pricing/sheet).

"Prohibited Territory" means the countries listed at https://cloud.google.com/maps-platform/terms/maps-prohibited-territories/

(https://www.google.com/url?q=https://cloud.google.com/maps-platform/terms/maps-prohibited-territories/&sa=D&ust=1524619731812000)

"Project" means a Customer-selected grouping of Google Maps Core Services resources for a particular Customer Application.

"Reseller" means, if applicable, the authorized unaffiliated

 $https://cloud.google.com/maps-platform/terms/?_gl=1*6q0jp3*_...*_ga_NRWSTWS78N*MTY4MjY5NDgxOS4xLjEuMTY4MjY5NDgzMC4wLjAuMA...$

third-party reseller that sells or supplies the Services to Customer.

"Reseller Agreement" means, if applicable, a separate, independent agreement between Customer and Reseller regarding the Services.

"Reseller Order Form" means an order form entered into by Reseller and Customer, subject to the Reseller Agreement.

"Services" and "Google Maps Core Services" means the services described at https://cloud.google.com/maps-platform/terms/maps-services/

(https://cloud.google.com/maps-platform/terms/maps-services). The Services include the Google Maps Content and the Software.

"Significant Backwards Incompatible Change" means a material discontinuance or material backwards incompatible change to the Google Maps Core Services described at https://cloud.google.com/maps-platform/terms/maps-services/ (https://cloud.google.com/maps-platform/terms/maps-services/). Freezing software support

(https://developers.google.com/maps/software-support) does not constitute a Significant Backwards Incompatible Change.

"SLA" or "Service Level Agreement" means each of the thencurrent service level agreements

at: https://cloud.google.com/maps-platform/terms/sla/ (https://cloud.google.com/maps-platform/terms/sla).

"Software" means any downloadable tools, software development kits, or other computer software provided by Google for use as part of the Services, including updates.

"Suspend" or "Suspension" means disabling access to or use of the Services or components of the Services.

"Taxes" means any duties, customs fees, or government-

imposed taxes associated with the purchase of the Services, including any related penalties or interest, except for taxes based on Google's net income, net worth, asset value, property value, or employment.

"Term" has the meaning stated in Section 11.1 of the Agreement.

"Terms URL" means the following URL set forth here: https://cloud.google.com/maps-platform/terms/.

"Third-Party Legal Proceeding" means any formal legal proceeding filed by an unaffiliated third party before a court or government tribunal (including any appellate proceeding).

"Trademark Guidelines" means (a) Google's Brand Terms and Conditions, located

at: https://www.google.com/permissions/trademark/brand-terms.html

(https://www.google.com/url?

q=https://www.google.com/permissions/trademark/brand-terms.html&sa=D&ust=1524619731816000)

and (b) the "Use of Trademarks" section of the "Using Google Maps, Google Earth and Street View" permissions page

at https://www.google.com/permissions/geoguidelines.html#ge otrademark

(https://www.google.com/url? q=https://www.google.com/permissions/geoguidelines.html%23geotrade mark&sa=D&ust=1524619731817000) policy.

"URL Terms" means the following, which will control in the following order if there is a conflict:

- (a) the Maps Service Specific Terms;
- (b) the SLA;

- (c) the AUP;
- (d) the Maps Technical Support Services Guidelines;
- (e) the Legal Notices for Google Maps/Google Earth and Google Maps/Google Earth APIs
- at https://www.google.com/help/legalnotices_maps.html); and
- (f) the Google Maps/Google Earth Additional Terms of Service at https://maps.google.com/help/terms_maps.html). (https://maps.google.com/help/terms_maps.html).

22. Regional Terms.

Customer agrees to the following modifications to the Agreement if Customer orders Services from the applicable Google entity as described below:

Asia Pacific - Indonesia

PT Google Cloud Indonesia

- 1. The following is added as Section 11.6 (Termination Wai
- 11.6 Termination Waiver. The parties agree to waive any provisions under any applical laws to the extent that a cour decision or order is required the termination of this Agreement.
- 2. Section 19.11 (Governing La deleted and replaced with the following:

19.11 Governing Law.

- (a) The parties will try in good faith to settle any dispute wit 30 days after the dispute aris the dispute is not resolved wi 30 days, it must be resolved k arbitration by the American Arbitration Association's International Centre for Disputes Resolution in accordance with Expedited Commercial Rules force as of the date of the Agreement ("Rules").
- (b) The parties will mutually sone arbitrator. The arbitration be conducted in English in Sa Clara County, California, USA
- (c) Either party may apply to competent court for injunctive relief necessary to protect its rights pending resolution of the arbitration. The arbitrator man order equitable or injunctive consistent with the remedies limitations in the Agreement.
- (d) Subject to the confidential requirements in Section 19.11(either party may petition any competent court to issue any order necessary to protect the party's rights or property; this petition will not be considered.

violation or waiver of this governing law and arbitration section and will not affect the arbitrator's powers, including power to review the judicial decision. The parties stipulate that the courts of Santa Clara County, California, USA, are competent to grant any order under this Section 19.11(d).

- (e) The arbitral award will be to and binding on the parties an execution may be presented any competent court, including any court with jurisdiction over either party or any of its property.
- (f) Any arbitration proceeding conducted in accordance wit this Section will be considere Confidential Information under the Agreement's confidential section, including (i) the exist of, (ii) any information disclos during, and (iii) any oral communications or documer related to the arbitration proceedings. The parties may disclose the information described in this Section 19.11 to a competent court as may necessary to file any order ur

- Section 19.11(d) or execute an arbitral decision, but the part must request that those judic proceedings be conducted ir camera (in private).
- (g) The parties will pay the arbitrator's fees, the arbitrator appointed experts' fees and expenses, and the arbitration center's administrative exper in accordance with the Rules. its final decision, the arbitrator determine the non-prevailing party's obligation to reimburs the amount paid in advance to the prevailing party for these fees.
- (h) Each party will bear its ow lawyers' and experts' fees an expenses, regardless of the arbitrator's final decision regarding the Dispute.
- (i) The parties agree that a decision of the arbitrators ne not to be made within any specific time period.
- Section 19.15 (Conflicting Languages) is deleted and replaced with the following:

Agreement is made in the Indonesian and the English language, and both versions a equally authentic. In the even any inconsistency or different interpretation between the Indonesian version and the English version, the parties age to amend the Indonesian version consistent with the relevant part of the English version.

PREVIOUS VERSIONS (Last modified May 6, 2020)

April 27, 2020

_ (/maps-platform/terms/index-20200427)

April 2, 2020

(/maps-platform/terms/index-20200402)

November 21, 2019

(/maps-platform/terms/index-20191121)

May 2, 2019

(/maps-platform/terms/index-20190502)

October 31, 2018

(/maps-platform/terms/index-20181031)

October 1, 2018

(/maps-platform/terms/index-20181001)

July 19, 2018

(/maps-platform/terms/index-20180719)

July 9, 2018

(/maps-platform/terms/index-20180709) June 7, 2018
(/maps-platform/terms/index-20180607) May 1, 2018
(/maps-platform/terms/index-20180501) February 2, 2018
(https://developers.google.com/maps/terms-20180207)