

PRODUCT SCHEDULE: GOOGLE MAPS TILE API

1. Definitions

Any capitalized terms not defined in this Product Schedule have the meanings given to them in the Agreement. In this Product Schedule, the following additional definitions will also apply:

1.1 “**Assets**” means those assets actively Tracked by Customer, such as personnel, vehicles, or other physical assets.

1.2 “**Customer ID**” means an API console key or a client identification number for use in accessing and administering the Services.

1.3 “**Customer Implementation**” means Customer’s internal or external software application or website that incorporates the Service in order to obtain and display Content in conjunction with Customer Data.

1.4 “**Google TOS**” means the terms and conditions that govern the use of the Product, available at the following uniform resource locator (URL):

For North America:

<https://www.google.com/work/earthmaps/legal/amer/maps-tileapi-terms.html> (or other such URL as Google makes available from time to time);

For LATAM:

<https://www.google.com/work/earthmaps/legal/amer/maps-tileapi-terms.html> (or other such URL as Google makes available from time to time);

For EMEA:

<https://www.google.com/work/earthmaps/legal/emea/maps-tileapi-terms.html> (or other such URL as Google makes available from time to time); and

For APAC:

<https://www.google.com/work/earthmaps/legal/apac/maps-tileapi-terms.html> (or such other URL as Google makes available from time to time).

1.5 “**Partner**” means Reseller or Distributor, as applicable.

1.6 “**Product(s)**” means only the Google Maps Services that Google makes available to Partner for resale under the Program, as further described at the following URL: <https://connect.googleforwork.com/docs/DOC-8179> (as the content at such URL and the URL itself may be updated or modified by Google from time to time).

1.7 “**Service Addendum**” means a document that incorporates the terms of the Google TOS and describes the specific terms and conditions applicable to that particular addendum’s Services.

1.8 “**Services**” means the Google services described in the applicable Service Addendum. The term “Service” may have a more detailed supplementary definition in each respective Service Addendum.

1.9 “**SLA**” means the SLA or Service Level Agreement as defined in the Google TOS.

1.10 “**Track**” means to locate a moving Asset based on current latitude/longitude coordinates using position sensor(s) (such as a mobile device’s GPS or accelerometers).

2. Delivery

Customer IDs are required and must be used according to the Documentation. Partner must request a Customer ID for each Customer and no one Customer may use the same Customer ID. After Partner’s Order Form is accepted by Google, Google may forward Customer IDs directly to Customers, or Partner may do so on Google’s behalf. All Product(s) will be delivered via electronic shipment or download of a Customer ID. Google will provide Partner or Customer, as applicable, with instructions on downloading the Product(s). No shipment or other delivery of any Product(s) will occur prior to Google’s receipt of a Order Form referencing this Agreement.

3. Service Level Remedies

Partner is responsible for providing any applicable SLA remedies directly to Customer and must require that Customer request such remedies directly from Partner. Partner agrees to provide the SLA remedies solely as described in the applicable SLA.

4. Partner Suspension of Services

Without prejudice to Partner's right (if any) to suspend provision of Partner's own products or services, Partner may only suspend provision of the Product to a Customer if:

- a. the Customer breaches its payment obligations under the Customer Agreement, and
- b. the Customer Agreement allows for suspension of the Product in those circumstances.

5. Reporting

Partner will provide a written report to Google for each Customer detailing:

- a) if the Customer Implementation provides navigation;
- b) whether or not the Customer Implementation is behind Customer's firewall; and
- c) the number of Assets Tracked per country per month.

6. Customer Agreement Requirements

At a minimum, Partner will include terms in the Customer Agreement that address the following:

- a) Partner, Google and Customer are independent contractors with respect to the resale of the Product;
- b) The Customer's access to and use of the Products is subject to the Google TOS;
- c) Customer must comply with the Google TOS and Customer is responsible for periodically reviewing the Google TOS to ensure compliance with any updates;
- d) Customer is responsible for obtaining and maintaining any consents required from End Users to allow Partner to perform its obligations under the Customer Agreement;
- e) if Google fails to comply with the SLA, Customer will only be eligible to receive those remedies set out under the Google TOS and must request such remedies directly from Partner; and
- f) Google will only provide customer support to Customers in accordance with the Google TOS.

7. Compliance with the Google TOS

Partner will ensure that Customer complies with the Google TOS. Partner will enforce Customer's compliance with the Google TOS with at least the same degree of diligence used by Partner to enforce similar agreements for its own products, but in no event less than a reasonable degree of diligence. At Google's request, Partner will take such action (which may include legal action) against Customer as Google, acting reasonably, considers necessary to remedy Customer's non-compliance with the Google TOS.

8. Product Schedule Termination

- a) In addition to the termination provisions in Section 12 (Agreement Term; Termination) of the Agreement:
 - i. Termination for Convenience. Either party may terminate this Product Schedule upon 90 days' prior written notice.
 - ii. Termination for Cause. Either party may suspend or terminate this Product Schedule for breach if: (i) the other party is in material breach of the Product Schedule and fails to cure that breach within 30 days after receipt of written notice; (ii) the other party is in material breach of the Product Schedule and that breach is incapable of cure; (iii) the other party ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within 90 days; or (iv) the other party is in material breach of this Product Schedule more than two times notwithstanding any cure of such breaches.
- b) **Effect of Termination; Customer Communications**. If the Product Schedule expires or is terminated, then Section 12.5 (Effect of Termination) and Section 12.6 (Customer Communications) of the Agreement will apply to the extent applicable to this Product Schedule.

Exhibit A: Google Maps Tile API Customer Minimum Terms

To be provided by Google separately for each Customer.