

Google Imagery Terms of Use

1. **Google Maps Engine Usage.** Customer's use of Google Maps Engine ("GME") and Imagery is governed by the GME Agreement* and these Imagery Terms. Google reserves all rights, title and interest in the Imagery not expressly granted Customer.

2. **Imagery License Grant.** Customer is granted a non-sublicensable, non-transferable, non-exclusive, limited term license to use Imagery as further described in this Attachment A. The Imagery license term is provided in the Order Form. Customer's Imagery use is subject to the following requirements. Customer use rights are further described as follows. Customer may:

2.1 use the Imagery online via Maps, as that term is defined in Customer's GME license;

2.2 distribute the Imagery and any materials based on the Imagery (e.g. reports, analysis) to third-parties provided that Google attribution is included as required by the Attribution Guidelines for Google Maps and Google Earth (<http://www.google.com/permissions/geoguidelines/attr-guide.html>);

2.3 use Imagery offline in any format downloadable from Google Maps Engine or as otherwise made available by Google. Customer is responsible for downloading Imagery for use offline.

2.4 permit a third-party service provider ("Service Provider") to access the Imagery for the purpose of configuring or making available the Imagery for the Customer's benefit, subject to the terms of the Customer Agreement, provided:

(a) the Service Provider agrees in writing to adhere to the Customer Agreement's terms and this Attachment A;

(b) Service Provider only uses the Imagery for Customer's benefit. Reseller will provide Google evidence of the Service Provider access agreement upon Google request. Customer is responsible for Service Provider's compliance with the Customer Agreement; and

(c) Customer will terminate Service Provider's Imagery access immediately upon the Customer Agreement's termination or expiration. Customer may only disclose the Customer Agreement's and this Attachment A's terms to Service Providers subject to the terms of a confidentiality agreement.

3. **Imagery License Restrictions.** The Imagery license grant is limited as follows. Customer will not:

3.1 Sublicense, sell, rent or lease the Imagery and any materials based on the Imagery to a third-party;

3.2 Use the Imagery for High Risk Activities;

3.3. use the Imagery with any products, systems, or applications for or in connection with any of the following:

(a) real time navigation or route guidance, including but not limited to turn-by-turn route guidance that is synchronized to the position of a user's sensor-enabled device; or

(b) any systems or functions for automatic or autonomous control of vehicle behavior.

3.4. print more than five thousand copies of sales collateral materials containing a screenshot of the Imagery for purposes of commercial sales lead generation or incorporate the Imagery as a core part of printed matter (such as printed maps or guidebooks) that is redistributed for a fee; or

3.5. Give third-parties access to mass downloads or bulk feeds of any Imagery.

4. **Renewing Imagery Use.**

4.1 **Updated Imagery.** Updated Imagery, if available, may be licensed for a fee upon each subsequent annual renewal of the Imagery license (and the accompanying GME license). Updated Imagery will replace the prior-year Imagery for the same coverage area. Customer may decline the updated Imagery and retain the prior year Imagery (subject to the renewal fee). Customer may, for an additional fee, retain previously licensed prior-year Imagery in addition to licensing updated Imagery.

4.2 **Offline Imagery, Offline Imagery Perpetual License.** Customer may download the licensed Imagery files and use the downloaded files offline ("Offline Imagery"). The Customer Offline Imagery license is a non-sublicensable, non-transferable, non-exclusive, perpetual license to use Offline Imagery for internal purposes only (no third-party access), subject to the Section 3 Imagery license restrictions.

4.3 **Non-Renewal of Imagery.** If the Customer does not renew the Imagery license, all Imagery in the Customer's GME instance will be permanently deleted. Google may be added as an administrator to the GME instance in order to complete the deletion of the Imagery. This Section does not apply to Offline Imagery.

* https://www.google.com/work/earthmaps/legal/us/gme_ela.html