

## Nimbus® Maps Specification Terms for API Services

These Specification Terms are additional terms and conditions that apply to the Supplier's subscription-based Services and form part of the Agreement.

### 1. DEFINITIONS AND INTERPRETATIONS

1.1. The definitions and rules of interpretation in this clause apply in this Agreement.

**"API"**: the application programming interface described in the Order Form, the API Documentation, and any other related API materials that the Supplier agrees to provide, without limitation, as each may be updated from time to time by the Supplier.

**"API Data"**: all data published or made available through the API, along with any related metadata.

**"API Documentation"**: the API documentation provided by the Supplier to the Customer from time to time.

**"API Fee"**: the fees agreed with the Customer for the provision of the API.

**"API Key"**: the security key provided by the Supplier to the Customer to access the API.

**"API Limits"**: any restrictions set out in the Order Form.

**"Applications"**: any applications developed by, or on behalf of, the Customer to interact with the API.

**"API Term"**: the term agreed for the Customer's use of the API as specified in the Order Form and/or Summary Terms.

**"Release Purpose"**: the purpose specified in the Order Form, or as otherwise agreed in writing between the parties, describing the permitted scope for which the Customer is authorised to use the API, API Data, and related Applications.

### 2. LICENCE

2.1. In addition to the to the licence granted to the Customer under clause 6.2 of the terms and conditions and subject to clause 2.2 of these Specification Terms the Supplier grants the Customer with non-exclusive licence during the API Term for the Customer and its Authorised Users to:

2.1.1. access the API solely to internally develop Applications that will communicate and interoperate with the Supplier's Services for the Release Purpose;

2.1.2. display API Data received from the API within the Application for the Release Purpose; and

- 2.1.3. display API Data received from the API within the Application for the Release Purpose; and
  - 2.1.4. display certain trademarks belonging to the Supplier, in compliance with the Supplier's brand guidelines, solely in connection with the use of the API, API Data, and the Applications.
- 2.2. In using the licence provided to the Customer in clause 2.1, the Customer shall not:
- 2.2.1. use the API in excess of the API Limits;
  - 2.2.2. remove any proprietary notices from the API or API Data;
  - 2.2.3. use the API or API Data in any manner or for any purpose that infringes, misappropriates, or otherwise infringes any Intellectual Property Right or other right of any person, or that violates any applicable law;
  - 2.2.4. design or permit the Applications to disable, override, or otherwise interfere with the Supplier's implemented communications to end users, consent screens, user settings, alerts, warning, or the like;
  - 2.2.5. use the API, including within the Applications, to replicate or attempt to replicate the user experience of the Services or any service outputs;
  - 2.2.6. attempt to conceal the identity of the Customer or the Applications when requesting authorisation to use the API;
  - 2.2.7. unless expressly permitted under this clause 2.2:
    - (i) combine or integrate the API or API Data with any software, technology, services, or materials not approved by the Supplier in advance, including AI-related technologies, large language models, or other foundation models;
    - (ii) pass or allow access to the API or API Data to any third party;
    - (iii) access all or any part of the API or API Data to develop a product or service that competes with the API, the Services, or the Service Outputs; or
    - (iv) commercially exploit, sell, license, or distribute the API, API Data, or any products or services incorporating results obtained from the API.
- 2.3. Except as expressly stated in this clause 2, the Customer shall have no right (and shall not permit any third party) to copy, adapt, reverse engineer, decompile, disassemble, modify, adapt or make error corrections to the API, in whole or in part (except to the extent that applicable law overrides this provision or any part hereof).
- 2.4. The Customer shall not use the API or API Data other than as specified in this clause 2 without the Supplier's prior written consent.

2.5. Without prejudice to its other rights and remedies under this agreement, should the Customer or an Authorised User use the API or API Data other than as specified in this clause 2 without the Supplier's prior written consent the Supplier may, in its sole discretion:

2.5.1. terminate the Agreement, or suspend the Customer's access and use to the API and the API Data, on written notice with immediate effect; and/or

2.5.2. require the Customer to pay, for broadening the scope of the licences granted under this licence to cover the unauthorised use, an amount equal to the fees which the Supplier would have levied (in accordance with the Supplier's normal commercial terms) had it licensed any such unauthorised use on the date when such use commenced.

2.6. The Supplier shall be entitled to suspend the Customer's access to, and use of, the API and the API Data under this clause 2 until such time as the breach is remedied to its reasonable satisfaction.

### **3. THE CUSTOMER'S RESPONSIBILITIES**

3.1. The Customer shall:

3.1.1. ensure that no end user other than an Authorised User accesses the API;

3.1.2. ensure that the number of Authorised Users does not exceed the number of Authorised Users set out in the Order Form;

3.1.3. without affecting its other obligations under this Contract, comply with all applicable laws and regulations with respect to its activities under this agreement;

3.1.4. activities under this agreement;

3.1.5. keep a complete and accurate record of its:

- (i) Authorised Users;
- (ii) development of the Application;
- (iii) use of the API and API Data;
- (iv) other obligations under this Contract,

and produce such records to the Supplier on request from time to time; and

3.1.6. notify the Supplier as soon as it becomes aware of any unauthorised use of the API or API Data by any person.

3.2. The Customer shall monitor the use of the API for any activity that breaches applicable laws, rules, and regulations or any terms and conditions of this agreement, including any fraudulent,

inappropriate, or potentially harmful behaviour, and promptly restrict any offending users of the Applications from further use of the Applications.

- 3.3. The Supplier undertakes that the API shall perform substantially in accordance with the or Order Form.
- 3.4. The undertaking at clause 3.3 shall not apply to the extent of any non-conformance which is caused by use of the API contrary to the Supplier's instructions, or modification or alteration of the API by any party other than by the Supplier or its duly authorised contractors or agents. If the API does not conform with the foregoing undertaking, the Supplier will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in clause 3.3.
- 3.5. The Supplier does not warrant that:
  - 3.5.1. use of the API will be uninterrupted or error-free; or
  - 3.5.2. the API Data obtained by the Customer through the API will meet the Customer's requirements; or
  - 3.5.3. the API or the API Data will be free from vulnerabilities or viruses
- 3.6. The Supplier is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the API and API Data may be subject to limitations, delays and other problems inherent in the use of such communications facilities.