

# Nimbus® Maps Specification Terms for Data 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.

**“Data Feed”**: the data to be supplied to the Customer in accordance with and as further detailed in the Data Specification.

**“Data Format”**: the format in which the Data Feed will be supplied to the Customer as further detailed in the Data Specification.

**“Data Frequency”**: the frequency, as detailed in the Data Specification, by which the Supplier will provide the Customer with the Data Feed.

**“Data Specification”**: the data specification provided by the Supplier to the Customer, incorporating an overview of the Data Feed, Data Format, and Data Frequency.

**“Permitted Use”**: the use set out in the Data Specification upon which the Supplier permits the Customer to use the Data Feed.

## 2. LICENCE

2.1. Subject to the Customer complying with the Terms, the Supplier shall provide to the Customer the Data Feed in accordance with the Data Specification.

2.2. The Supplier grants the Customer a non-exclusive and personal licence to use the Data Feed in accordance with the Permitted Use.

## 3. CUSTOMER'S OBLIGATIONS

3.1. The Customer acknowledges and accepts that, unless otherwise agreed in writing by the Supplier, it must:

3.1.1. not sell, commercialise, licence or otherwise distribute the Data Feed;

3.1.2. only use the Data Feed for the Permitted Use;

3.1.3. not use the Data Feed, its structure and/or architecture (or any information and/or documentation supplied by the Supplier) for the purpose of copying, decompiling, or otherwise attempting to build an alternative and/or competitive solution; or



- 3.1.4. notify the Supplier as soon as reasonably possible upon becoming aware of any unauthorised use of the Data Feed or any issue, concern, or fault in the Data Feed, including accuracy and/or completeness.
- 3.2. The Customer permits the Supplier to carry out an independent audit of the Customer's use of the Data Feed. Such right shall only be exercised once per year unless the Supplier has reasonable grounds to believe that the Customer is using the Data Feed in breach of the Terms.
- 3.3. The Customer acknowledges that the provision of the Data Feed is subject to third-party host providers and suppliers outside the Supplier's control. Whilst the Supplier will use reasonable endeavours to provide the Data Feed in accordance with the Data Specification, the Supplier shall not be liable for any delay and/or failure that is outside its reasonable control.