



**CENTRAL TEXAS
Regional Mobility Authority**

June 28, 2017
AGENDA ITEM #10

Discuss and consider entering into an agreement with Google to participate in the Waze Connected Citizens Program

Strategic Plan Relevance: Regional Mobility
Department: Operations
Contact: Greg Mack, Asst. IT Director, Fabiola Newman, TMC Manager
Associated Costs: N/A
Funding Source: N/A
Action Requested: Consider and act on draft resolution

Summary:

A detailed presentation regarding the proposed Waze Connected Citizens Program (CCP) will be made at the Board meeting. The Waze CCP is a program offered by Waze/Google to facilitate Traffic Management Centers notification to the public of any road conditions. This a free program to join and a two way communication with Waze. The CTRMA TMC will update Waze with any accidents, objects on road or any other event that would affect the travelling public. Waze will update the TMC with any events that are reported on the CTRMA operated roadways. This partnership has been deployed at over 125 cities and other transportation public entities throughout the world.

Backup provided: Waze Connected Citizens Program Agreement Terms

Connected Citizens Program Membership Application

Please fill out this form to apply to Waze's Connected Citizens data exchange program.

Last step: Agree to the Waze Traffic Data API Additional Terms

BECOMING A PARTICIPATING MEMBER OF THE CCP (A "CCP PARTNER"):

In order to send and receive traffic data, each partner must execute The Waze Traffic Data API Additional Terms (the "Waze Traffic Data API Additional Terms"), which will govern the traffic data licenses CCP Partners grant to and receive from Google.

A partner will officially become a CCP Partner on fulfillment of the following two conditions: (i) Google notifies the partner that its application for membership was accepted, and (ii) the partner executes the Waze Traffic Data API Additional Terms (the CCP Membership Terms and the Waze Traffic Data API Additional Terms are collectively referred to as the "Agreement").

Immediately after becoming a CCP Partner, the CCP Partner will work with Google to define the geographic parameters of the areas where the CCP Partner collects traffic data, and Google will determine the corresponding bounding box coordinates for such areas (the "Territory"). Subject to the Waze Traffic Data API Additional Terms, Google will then begin to provide CCP Partner with a live feed of the traffic data collected in the Territory by its traffic and navigation service known as Waze ("Waze"), and CCP Partner will provide Google with a live feed of the CCP Partner's traffic data.

PARTNERSHIP QUALIFICATIONS:

While qualifications may vary among partners, Google is primarily seeking government agencies or private road operators with real-time traffic-related data that is not already available to Google. Additional qualifications Google may consider when evaluating a partner's qualifications may include geographical diversity, technical capability and eagerness to innovate.

CCP MEMBERSHIP ELIGIBILITY CRITERIA:

In order to become a member of the CCP, a partner must meet all of the following requirements:

- (a) partner is a government agency or a private road operator (although Google may make an exception to this requirement at its sole discretion in rare circumstances);
- (b) partner has completed the CCP membership application and executed the Waze Traffic Data API Additional Terms; and
- (c) partner possesses real-time traffic-related data, and has all of the rights needed to provide the data to Google in compliance with the Waze Traffic Data API Additional Terms.

A partner should not submit an application for membership in the CCP if it does not meet the above requirements.

WITHDRAWAL OF CCP PARTNERSHIP:

Google reserves the right on notice (including by email) to withdraw a CCP Partner's membership status if: (a) the Agreement terminates; or (b) CCP Partner stops fulfilling the CCP Membership Eligibility

Criteria; or (c) CCP Partner breaches the Agreement. If a CCP Partner's membership status is withdrawn, Google may terminate the Agreement with immediate effect, unless Google in its sole discretion decides to extend a 30 day grace period before termination.

Organization Legal Name

I have full legal authority to bind the entity identified in the signature box below ("Organization") to the Agreement of this partnership

Waze Connected Citizens Program Data Upload Tool and Waze Traffic Data API Additional Terms

Last Modified: February 9, 2017

Your use of the Waze Connected Citizens Program Data Upload tool and the Waze Traffic Data API are subject to the [Google Terms of Service](#), the [Google APIs Terms of Service](#), and these additional terms (the “**Waze Connected Citizens Program Additional Terms**”). Together, the Google Terms of Service, the Google APIs Terms of Service, and the Waze Connected Citizens Program Additional Terms are the “**Agreement**.”

1. Authority to Accept Terms. If you are accepting this Agreement on behalf of a government entity, a company, or other entity, you represent and warrant that: (a) you have full legal authority to bind that agency, company, or entity to this Agreement; (b) you have read and understand this Agreement; and (c) you and your agency, company, or entity agree to this Agreement. If you don't have the legal authority to bind your agency, company, or entity, please do not accept this Agreement.

2. Data Licenses.

2.1. To Google.

(a) License Grant. When you upload data using the Waze Connected Citizens data upload tool (the “**Waze Upload Tool**”), you grant Google a royalty-free, non-exclusive, worldwide license to use the uploaded data in connection with Google products and services for (i) the duration of the applicable intellectual property rights in that data, or (ii) the maximum period permitted by applicable law if (ii) is shorter than (i).

(b) Rights. You represent and warrant that you have and will retain all necessary rights to provide that license to Google.

2.2. To You.

(a) License Grant. When you use the Waze Traffic Data API (the “**Waze API**”), Google grants you a royalty-free, non-exclusive license to do the following, subject to the [Google APIs Terms of Service](#) and the Waze Connected Citizens Program Additional Terms:

- (i) internally use the Waze API to access Waze’s traffic data;
- (ii) internally use that Waze traffic data in your traffic management infrastructure and crisis response centers, solely to improve traffic conditions; and
- (iii) incorporate and distribute real-time Waze traffic data in a consumer-facing traffic incident notification service that you own and control.

(b) License Restrictions.

- (i) You may only use the Waze API in the geographical areas covered by the data you uploaded to Waze.
- (ii) You may only use the Waze API as long as you are licensing your data to Google under Section 2.1.
- (iii) You will not, and will not permit a third party to do any of the following, except with Google’s express prior written consent:
 - (A) use the Waze API, Waze data, or the Waze Upload Tool in any manner not expressly authorized by this Agreement (for example, you must not scrape the Waze Upload Tool and data);
 - (B) distribute or publish aggregated or historic Waze data or any analyses of the Waze data; or
 - (C) use Waze data to create a product or service that performs the same or similar functions as the Waze service (for example, you must not use the Waze API to create a navigation app).
- (iv) Your services that use the Waze data must not (and must not make it reasonably possible for third parties (other than your Google-approved subcontractors) to):
 - (A) incorporate Waze data into third-party products or services; or
 - (B) use Waze data for any commercial purpose.

2.3 Sublicensing.

(a) Google may sublicense the license rights in Section 2.1 to (i) its affiliates; and (ii) users (to the extent necessary to permit them to use Google products and services).

- (b) You may sublicense the license rights in Section 2.2 to the sublicensees authorized in writing by Google (without further right to sublicense), subject to the following:
- (i) you must have written agreements with your authorized sublicensees that are no less protective of Google and the Waze data than this Agreement;
 - (ii) you must not charge your authorized sublicensees a fee to access the Waze data;
 - (iii) your authorized sublicensees may exercise the sublicensed rights only in connection with your consumer-facing traffic incident notification service; and
 - (iv) you will remain liable for your authorized sublicensees' acts and omissions.

2.4 Attribution.

- (a) By You. When you use Waze data in your service(s), you will provide attribution to Waze in accordance with the [Waze Connected Citizens Program Attribution Guidelines](#).
- (b) By Google. When Google uses your road closure or traffic incident data in Google products or services, Google will provide attribution to you consistent with its attribution to similarly-situated licensors, subject to form factor or technical limitations (including space-constricted displays and text or voice-based results).
- (c) Brand Features Licenses. Each party grants the other a royalty-free, non-exclusive, worldwide license to use their brand features, only in connection with its attribution obligations in Section 2.4 and, if approved, its publicity rights under Section 4.4 (Publicity). All goodwill, rights, and benefits those brand features will inure solely to the brand features owner's benefit, and the brand features owner will retain all rights in those brand features.

2.5 Retention of Rights. As between the parties:

- (a) you retain all rights in your uploaded data; and
- (b) Google retains all rights in (i) the Waze API, Waze data, Waze Upload Tool; (ii) all Google products and services, and (iii) any content created, submitted, or used in connection with the Google products and services, including (A) user-generated content (for example, Waze user corrections to, or verifications of, your uploaded data); and (B) Google-created content (for example, the Google quality control team's corrections to your uploaded data).

2.6 No Other Restrictions. Nothing in this Agreement:

- (a) requires either party to use the other party's data;
- (b) restricts either party from using content it obtains elsewhere; or
- (c) restricts either party from exercising any rights it has at law (including under the U.S. Copyright Act).

3. Privacy Policy. Because neither party will disclose any personal information to the other under this Agreement, the Google Privacy Policy (referenced in the Google Terms of Service and the Google APIs Terms of Service) does not apply.

4. Confidentiality; Publicity.

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

4.2 Confidentiality Obligations. Subject to Section 4.3 (Public Records Exception), the recipient will not disclose the other party's Confidential Information, except to employees, affiliates, agents, or professional advisors ("**Delegates**") who need to know it and who have a legal obligation to keep it confidential. The recipient will use the other party's Confidential Information only to exercise rights and fulfill obligations under this Agreement. The recipient will ensure that its Delegates are also subject to the same non-disclosure and use obligations. The recipient may disclose Confidential Information when required by law after giving reasonable notice to the discloser, if permitted by law.

4.3 Public Records Exception. If you are a government entity, the following will apply, subject to applicable law:

(a) **Notice Requirement.** If a government entity receives a public records disclosure request, you will promptly (and in any event within five days) provide to Google a written notice specifying the details of the disclosure request, including the requester's identity, the requested records, and the legal deadline to disclose the records.

(b) **Disclosure of Public Records.** A government entity may disclose the requested records on the legal deadline for disclosure as required by the applicable public records disclosure law, but only if: (1) Google does not obtain a court order enjoining the disclosure, (2) the government entity reasonably determines that the requested records are not exempt from disclosure, and (3) the government entity is otherwise legally required by an applicable public records disclosure law to comply with the disclosure request.

4.4 Publicity. Subject to Section 4.3, neither party may make any public statement regarding the Connected Citizens Program without the other's written approval, except that the parties may publicly reference a government entity's participation in the Connected Citizens Program. Each party will promptly review and respond to the other party's approval requests.

5. No Indemnity Obligations. Neither party will have indemnity obligations under the Agreement. The second sentence in the Google Terms of Service section titled "Business uses of our Services" and the Google APIs Terms of Service section titled "Indemnification" will not apply under this Agreement.

6. Termination. Either party may terminate this Agreement for convenience on 60 days' written notice to the other party. On termination of this Agreement for any reason (contractual or otherwise): (a) each party will stop providing data to the other party; (b) you will stop using the Waze API, Waze data, and Waze Upload Tool; and (c) the following Sections will survive (along with any other sections that under their terms or by implication ought to survive): the [Google Terms of Service](#); all defined terms; Sections 2.1, 2.3(a), 2.4(b), 2.4(c), 2.5, 2.6, 3, 4, 5, 6, and 7.

7. General.

7.1 Affiliates, Consultants, and Contractors. Google may use its affiliates, consultants, and contractors in connection with the performance of its obligations and exercise of its rights under this Agreement, provided that those parties are subject to the same obligations as Google.

7.2 Force Majeure. Neither party will be liable for failure or delay in performance to the extent caused by circumstances beyond its reasonable control.

7.3 No Agency. This Agreement does not create any agency, partnership, or joint venture between the parties.

7.4 Amendments. Any amendment must be in writing, signed by both parties, and expressly state that it is amending this Agreement.

7.5 Government Entities. If you are a government entity, the following will apply:

(a) Governing Law.

(i) For government entities (other than United States federal government entities), the [Google Terms of Service](#) section regarding governing law and venue is deleted.

(ii) For United States federal government entities, the [Google Terms of Service](#) section regarding governing law and venue is deleted and replaced with the following:

"This Agreement will be governed by and interpreted and enforced in accordance with the laws of the United States of America without reference to conflict of laws. Solely to the extent permitted by federal law: (A) the laws of the State of California (excluding California's conflict of laws rules) will apply in the absence of applicable federal law;

and (B) any dispute arising out of or relating to this Agreement or the Services will be litigated exclusively in the federal courts of Santa Clara County, California, and the parties consent to personal jurisdiction in those courts.”

(b) U.S. Government Restricted Rights. All access or use of the Waze API, Waze data, and Waze Upload Tool by or for the United States federal government is subject to the "U.S. Government Restricted Rights" section in the [Legal Notices for Google Maps/Google Earth and Google Maps/Google Earth APIs](#).

7.6 Conflicting Languages. If this 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.



Google Terms of Service

Last modified: April 14, 2014 ([view archived versions](#))

Welcome to Google!

Thanks for using our products and services (“Services”). The Services are provided by Google Inc. (“Google”), located at 1600 Amphitheatre Parkway, Mountain View, CA 94043, United States.

By using our Services, you are agreeing to these terms. Please read them carefully.

Our Services are very diverse, so sometimes additional terms or product requirements (including age requirements) may apply. Additional terms will be available with the relevant Services, and those additional terms become part of your agreement with us if you use those Services.

Using our Services

You must follow any policies made available to you within the Services.

Don’t misuse our Services. For example, don’t interfere with our Services or try to access them using a method other than the interface and the instructions that we provide. You may use our Services only as permitted by law, including applicable export and re-export control laws and regulations. We may suspend or stop providing our Services to you if you do not comply with our terms or policies or if we are investigating suspected misconduct.

Using our Services does not give you ownership of any intellectual property rights in our Services or the content you access. You may not use content from our Services unless you obtain permission from its owner or are otherwise permitted by law. These terms do not grant you the right to use any branding or logos used in our Services. Don’t remove, obscure, or alter any legal notices displayed in or along with our Services.

Our Services display some content that is not Google’s. This content is the sole responsibility of the entity that makes it available. We may review content to determine whether it is illegal or violates our policies, and we may remove or refuse to display content that we reasonably believe violates our policies or the law. But that does not necessarily mean that we review content, so please don’t assume that we do.

In connection with your use of the Services, we may send you service announcements, administrative messages, and other information. You may opt out of some of those communications.

Some of our Services are available on mobile devices. Do not use such Services in a way that distracts you and prevents you from obeying traffic or safety laws.

Your Google Account

You may need a Google Account in order to use some of our Services. You may create your own Google Account, or your Google Account may be assigned to you by an administrator, such as your employer or educational institution. If you are using a Google Account assigned to you by an administrator, different or additional terms may apply and your administrator may be able to access or disable your account.

To protect your Google Account, keep your password confidential. You are responsible for the activity that happens on or through your Google Account. Try not to reuse your Google Account password on third-party applications. If you learn of any unauthorized use of your password or Google Account, [follow these instructions](#).

Privacy and Copyright Protection

Google's [privacy policies](#) explain how we treat your personal data and protect your privacy when you use our Services. By using our Services, you agree that Google can use such data in accordance with our privacy policies.

We respond to notices of alleged copyright infringement and terminate accounts of repeat infringers according to the process set out in the U.S. Digital Millennium Copyright Act.

We provide information to help copyright holders manage their intellectual property online. If you think somebody is violating your copyrights and want to notify us, you can find information about submitting notices and Google's policy about responding to notices [in our Help Center](#).

Your Content in our Services

Some of our Services allow you to upload, submit, store, send or receive content. You retain ownership of any intellectual property rights that you hold in that content. In short, what belongs to you stays yours.

When you upload, submit, store, send or receive content to or through our Services, you give Google (and those we work with) a worldwide license to use, host, store, reproduce, modify, create derivative works (such as those resulting from translations, adaptations or other changes we make so that your content works better with our Services), communicate, publish, publicly perform, publicly display and distribute such content. The rights you grant in this license are for the limited purpose of operating, promoting, and improving our Services, and to develop new ones. This license continues even if you stop using our Services (for example, for a business listing you have added to Google Maps). Some Services may offer you ways to access and remove content that has been provided to that Service. Also, in some of our Services, there are terms or settings that narrow the scope of our use of the content submitted in those Services. Make sure you have the necessary rights to grant us this license for any content that you submit to our Services.

Our automated systems analyze your content (including emails) to provide you personally relevant product features, such as customized search results, tailored advertising, and spam and malware detection. This analysis occurs as the content is sent, received, and when it is stored.

If you have a Google Account, we may display your Profile name, Profile photo, and actions you take on Google or on third-party applications connected to your Google Account (such as +1's, reviews you write and comments you post) in our Services, including displaying in ads and other commercial contexts. We will respect the choices you make to limit sharing or visibility settings in your Google Account. For example, you can choose your settings so your name and photo do not appear in an ad.

You can find more information about how Google uses and stores content in the privacy policy or additional terms for particular Services. If you submit feedback or suggestions about our Services, we may use your feedback or suggestions without obligation to you.

About Software in our Services

When a Service requires or includes downloadable software, this software may update automatically on your device once a new version or feature is available. Some Services may let you adjust your automatic update settings.

Google gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software provided to you by Google as part of the Services. This license is for the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by Google, in the manner permitted by these terms. You may not copy, modify,

distribute, sell, or lease any part of our Services or included software, nor may you reverse engineer or attempt to extract the source code of that software, unless laws prohibit those restrictions or you have our written permission.

Open source software is important to us. Some software used in our Services may be offered under an open source license that we will make available to you. There may be provisions in the open source license that expressly override some of these terms.

Modifying and Terminating our Services

We are constantly changing and improving our Services. We may add or remove functionalities or features, and we may suspend or stop a Service altogether.

You can stop using our Services at any time, although we'll be sorry to see you go. Google may also stop providing Services to you, or add or create new limits to our Services at any time.

We believe that you own your data and preserving your access to such data is important. If we discontinue a Service, where reasonably possible, we will give you reasonable advance notice and a chance to get information out of that Service.

Our Warranties and Disclaimers

We provide our Services using a commercially reasonable level of skill and care and we hope that you will enjoy using them. But there are certain things that we don't promise about our Services.

OTHER THAN AS EXPRESSLY SET OUT IN THESE TERMS OR ADDITIONAL TERMS, NEITHER GOOGLE NOR ITS SUPPLIERS OR DISTRIBUTORS MAKE ANY SPECIFIC PROMISES ABOUT THE SERVICES. FOR EXAMPLE, WE DON'T MAKE ANY COMMITMENTS ABOUT THE CONTENT WITHIN THE SERVICES, THE SPECIFIC FUNCTIONS OF THE SERVICES, OR THEIR RELIABILITY, AVAILABILITY, OR ABILITY TO MEET YOUR NEEDS. WE PROVIDE THE SERVICES "AS IS".

SOME JURISDICTIONS PROVIDE FOR CERTAIN WARRANTIES, LIKE THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. TO THE EXTENT PERMITTED BY LAW, WE EXCLUDE ALL WARRANTIES.

Liability for our Services

WHEN PERMITTED BY LAW, GOOGLE, AND GOOGLE'S SUPPLIERS AND DISTRIBUTORS, WILL NOT BE RESPONSIBLE FOR LOST PROFITS, REVENUES, OR DATA, FINANCIAL LOSSES OR INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES.

TO THE EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF GOOGLE, AND ITS SUPPLIERS AND DISTRIBUTORS, FOR ANY CLAIMS UNDER THESE TERMS, INCLUDING FOR ANY IMPLIED WARRANTIES, IS LIMITED TO THE AMOUNT YOU PAID US TO USE THE SERVICES (OR, IF WE CHOOSE, TO SUPPLYING YOU THE SERVICES AGAIN).

IN ALL CASES, GOOGLE, AND ITS SUPPLIERS AND DISTRIBUTORS, WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE THAT IS NOT REASONABLY FORESEEABLE.

Business uses of our Services

If you are using our Services on behalf of a business, that business accepts these terms. It will hold harmless and indemnify Google and its affiliates, officers, agents, and employees from any claim, suit or action arising from or related to the use of the Services or violation of these terms, including any liability or expense arising from claims, losses, damages, suits, judgments, litigation costs and attorneys' fees.

About these Terms

We may modify these terms or any additional terms that apply to a Service to, for example, reflect changes to the law or changes to our Services. You should look at the terms regularly. We'll post notice of modifications to these terms on this page. We'll post notice of modified additional terms in the applicable Service. Changes will not apply retroactively and will become effective no sooner than fourteen days after they are posted. However, changes addressing new functions for a Service or changes made for legal reasons will be effective immediately. If you do not agree to the modified terms for a Service, you should discontinue your use of that Service.

If there is a conflict between these terms and the additional terms, the additional terms will control for that conflict.

These terms control the relationship between Google and you. They do not create any third party beneficiary rights.

If you do not comply with these terms, and we don't take action right away, this doesn't mean that we are giving up any rights that we may have (such as taking action in the future).

If it turns out that a particular term is not enforceable, this will not affect any other terms.

The laws of California, U.S.A., excluding California's conflict of laws rules, will apply to any disputes arising out of or relating to these terms or the Services. All claims arising out of or relating to these terms or the Services will be litigated exclusively in the federal or state courts of Santa Clara County, California, USA, and you and Google consent to personal jurisdiction in those courts.

For information about how to contact Google, please visit our [contact page](#).

Google APIs Terms of Service

Last modified: December 5, 2014 ([view archived version](#))

(<https://developers.google.com/terms/terms-2011>)

Thank you for using Google's APIs, other developer services, and associated software (collectively, "APIs"). By accessing or using our APIs, you are agreeing to the terms below. If there is a conflict between these terms and additional terms applicable to a given API, the additional terms will control for that conflict. Collectively, we refer to the terms below, any additional terms, terms within the accompanying API documentation, and any applicable policies and guidelines as the "Terms." You agree to comply with the Terms and that the Terms control your relationship with us. So please read all the Terms carefully. If you use the APIs as an interface to, or in conjunction with other Google products or services, then the terms for those other products or services also apply.

Under the Terms, "Google" means Google Inc., with offices at 1600 Amphitheatre Parkway, Mountain View, California 94043, United States, unless set forth otherwise in additional terms applicable for a given API. We may refer to "Google" as "we", "our", or "us" in the Terms.

Section 1: Account and Registration

a. Accepting the Terms

You may not use the APIs and may not accept the Terms if (a) you are not of legal age to form a binding contract with Google, or (b) you are a person barred from using or receiving the APIs under the applicable laws of the United States or other countries including the country in which you are resident or from which you use the APIs.

b. Entity Level Acceptance

If you are using the APIs on behalf of an entity, you represent and warrant that you have authority to bind that entity to the Terms and by accepting the Terms, you are doing so on behalf of that entity (and all references to "you" in the Terms refer to that entity).

c. Registration

In order to access certain APIs you may be required to provide certain information (such as identification or contact details) as part of the registration process for the APIs, or as part of your continued use of the APIs. Any registration information you give to Google will always be accurate and up to date and you'll inform us promptly of any updates.

d. Subsidiaries and Affiliates

Google has subsidiaries and affiliated legal entities around the world. These companies may provide the APIs to you on behalf of Google and the Terms will also govern your relationship with these companies.

Section 2: Using Our APIs

a. Your End Users

You will require your end users to comply with (and not knowingly enable them to violate) applicable law, regulation, and the Terms.

b. Compliance with Law, Third Party Rights, and Other Google Terms of Service

You will comply with all applicable law, regulation, and third party rights (including without limitation laws regarding the import or export of data or software, privacy, and local laws). You will not use the APIs to encourage or promote illegal activity or violation of third party rights. You will not violate any other terms of service with Google (or its affiliates).

c. Permitted Access

You will only access (or attempt to access) an API by the means described in the documentation of that API. If Google assigns you developer credentials (e.g. client IDs), you must use them with the applicable APIs. You will not misrepresent or mask either your identity or your API Client's identity when using the APIs or developer accounts.

d. API Limitations

Google sets and enforces limits on your use of the APIs (e.g. limiting the number of API requests that you may make or the number of users you may serve), in our sole discretion. You agree to, and will not attempt to circumvent, such limitations documented with each API. If you would like to use any API beyond these limits, you must obtain Google's express consent (and Google may decline such request or condition acceptance on your agreement to additional terms and/or charges for that use). To seek such approval, contact the relevant Google API team for information (e.g. by using the Google developers console).

e. Open Source Software

Some of the software required by or included in our APIs may be offered under an open source license. Open source software licenses constitute separate written agreements. For certain APIs, open source software is listed in the documentation. To the limited extent the open source software license expressly supersedes the Terms, the open source license instead sets forth your agreement with Google for the applicable open source software.

f. Communication with Google

We may send you certain communications in connection with your use of the APIs. Please review the applicable API documentation for information about opting out of certain types of communication.

g. Feedback

If you provide feedback or suggestions about our APIs, then we (and those we allow) may use such information without obligation to you.

h. Non-Exclusivity

The Terms are non-exclusive. You acknowledge that Google may develop products or services that may compete with the API Clients or any other products or services.

Section 3: Your API Clients

a. API Clients and Monitoring

The APIs are designed to help you enhance your websites and applications ("API Client(s)"). YOU AGREE THAT GOOGLE MAY MONITOR USE OF THE APIS TO ENSURE QUALITY, IMPROVE GOOGLE PRODUCTS AND SERVICES, AND VERIFY YOUR COMPLIANCE WITH THE TERMS. This monitoring may include Google accessing and using your API Client, for example to identify security issues that could affect Google or its users. You will not interfere with this monitoring. Google may use any technical means to overcome such interference. Google may suspend access to the APIs by you or your API Client without notice if we reasonably believe that you are in violation of the Terms.

b. Security

You will use commercially reasonable efforts to protect user information collected by your API Client, including personally identifiable information ("PII"), from unauthorized access or use and will promptly report to your users any unauthorized access or use of such information to the extent required by applicable law.

c. Ownership

Google does not acquire ownership in your API Clients, and by using our APIs, you do not acquire ownership of any rights in our APIs or the content that is accessed through our APIs.

d. User Privacy and API Clients

You will comply with all applicable privacy laws and regulations including those applying to PII. You will provide and adhere to a privacy policy for your API Client that clearly and accurately describes to users of your API Client what user information you collect and how you use and share such information (including for advertising) with Google and third parties.

Section 4: Prohibitions and Confidentiality

a. API Prohibitions

When using the APIs, you may not (or allow those acting on your behalf to):

1. Sublicense an API for use by a third party. Consequently, you will not create an API Client that functions substantially the same as the APIs and offer it for use by third parties.
2. Perform an action with the intent of introducing to Google products and services any viruses, worms, defects, Trojan horses, malware, or any items of a destructive nature.
3. Defame, abuse, harass, stalk, or threaten others.
4. Interfere with or disrupt the APIs or the servers or networks providing the APIs.
5. Promote or facilitate unlawful online gambling or disruptive commercial messages or advertisements.
6. Reverse engineer or attempt to extract the source code from any API or any related software, except to the extent that this restriction is expressly prohibited by applicable law.
7. Use the APIs for any activities where the use or failure of the APIs could lead to death, personal injury, or environmental damage (such as the operation of nuclear facilities, air traffic control, or life support systems).
8. Use the APIs to process or store any data that is subject to the International Traffic in Arms Regulations maintained by the U.S. Department of State.
9. Remove, obscure, or alter any Google terms of service or any links to or notices of those terms.

Unless otherwise specified in writing by Google, Google does not intend use of the APIs to create obligations under the Health Insurance Portability and Accountability Act, as amended ("HIPAA"), and makes no representations that the APIs satisfy HIPAA requirements. If you are (or become) a "covered entity" or "business associate" as defined in HIPAA, you will not use the APIs for any purpose or in any manner involving transmitting protected health information to Google unless you have received prior written consent to such use from Google.

b. Confidential Matters

1. Developer credentials (such as passwords, keys, and client IDs) are intended to be used by you and identify your API Client. You will keep your credentials confidential and make reasonable efforts to prevent and discourage other API Clients from using your credentials. Developer credentials may not be embedded in open source projects.
2. Our communications to you and our APIs may contain Google confidential information. Google confidential information includes any materials, communications, and information that are marked confidential or that would normally be considered confidential under the circumstances. If you receive any such information, then you will not disclose it to any third party without Google's prior written consent. Google confidential information does not include information that you independently developed, that was rightfully given to you by a third party without confidentiality obligation, or that becomes public through no fault of your own. You may disclose Google confidential information when compelled to do so by law if you provide us reasonable prior notice, unless a court orders that we not receive notice.

Section 5: Content

a. Content Accessible Through our APIs

Our APIs contain some third party content (such as text, images, videos, audio, or software). This content is the sole responsibility of the person that makes it available. We may sometimes review content to determine whether it is illegal or violates our policies or the Terms, and we may remove or refuse to display content. Finally, content accessible through our APIs may be subject to intellectual property rights, and, if so, you may not use it unless you are licensed to do so by the owner of that content or are otherwise permitted by law. Your access to the content provided by the API may be restricted, limited, or filtered in accordance with applicable law, regulation, and policy.

b. Submission of Content

Some of our APIs allow the submission of content. Google does not acquire any ownership of any intellectual property rights in the content that you submit to our APIs through your API Client, except as expressly provided in the Terms. For the sole purpose of enabling Google to provide, secure, and improve the APIs (and the related service(s)) and only in accordance with the applicable Google privacy policies, you give Google a perpetual, irrevocable, worldwide, sublicensable, royalty-free, and non-exclusive license to Use content submitted, posted, or

displayed to or from the APIs through your API Client. "Use" means use, host, store, modify, communicate, and publish. Before you submit content to our APIs through your API Client, you will ensure that you have the necessary rights (including the necessary rights from your end users) to grant us the license.

c. Retrieval of content

When a user's non-public content is obtained through the APIs, you may not expose that content to other users or to third parties without explicit opt-in consent from that user.

d. Data Portability

Google supports data portability. For as long as you use or store any user data that you obtained through the APIs, you agree to enable your users to export their equivalent data to other services or applications of their choice in a way that's substantially as fast and easy as exporting such data from Google products and services, subject to applicable laws, and you agree that you will not make that data available to third parties who do not also abide by this obligation.

e. Prohibitions on Content

Unless expressly permitted by the content owner or by applicable law, you will not, and will not permit your end users or others acting on your behalf to, do the following with content returned from the APIs:

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3. Misrepresent the source or ownership; or
4. Remove, obscure, or alter any copyright, trademark, or other proprietary rights notices; or falsify or delete any author attributions, legal notices, or other labels of the origin or source of material.

Section 6: Brand Features; Attribution

a. Brand Features

"Brand Features" is defined as the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of each party. Except where expressly stated, the Terms do not grant either party any right, title, or interest in or to the other party's Brand Features. All use by you of Google's Brand Features (including any goodwill associated therewith) will inure to the benefit of Google.

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You agree to display any attribution(s) required by Google as described in the documentation for the API. Google hereby grants to you a nontransferable, nonsublicenseable, nonexclusive license while the Terms are in effect to display Google's Brand Features for the purpose of promoting or advertising that you use the APIs. You must only use the Google Brand Features in accordance with the Terms and for the purpose of fulfilling your obligations under this Section. In using Google's Brand Features, you must follow the [Google Brand Features Use Guidelines \(https://www.google.com/permissions/guidelines.html\)](https://www.google.com/permissions/guidelines.html). You understand and agree that Google has the sole discretion to determine whether your attribution(s) and use of Google's Brand Features are in accordance with the above requirements and guidelines.

c. Publicity

You will not make any statement regarding your use of an API which suggests partnership with, sponsorship by, or endorsement by Google without Google's prior written approval.

d. Promotional and Marketing Use

In the course of promoting, marketing, or demonstrating the APIs you are using and the associated Google products, Google may produce and distribute incidental depictions, including screenshots, video, or other content from your API Client, and may use your company or product name. You grant us all necessary rights for the above purposes.

Section 7: Privacy and Copyright Protection

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By using our APIs, Google may use submitted information in accordance with our [privacy policies](https://www.google.com/policies/privacy/) (<https://www.google.com/policies/privacy/>).

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a. Termination

You may stop using our APIs at any time with or without notice. Further, if you want to terminate the Terms, you must provide Google with prior written notice and upon termination, cease your use of the applicable APIs. Google reserves the right to terminate the Terms with you or discontinue the APIs or any portion or feature or your access thereto for any reason and at any time without liability or other obligation to you.

b. Your Obligations Post-Termination

Upon any termination of the Terms or discontinuation of your access to an API, you will immediately stop using the API, cease all use of the Google Brand Features, and delete any cached or stored content that was permitted by the cache header under Section 5. Google may independently communicate with any account owner whose account(s) are associated with your API Client and developer credentials to provide notice of the termination of your right to use an API.

c. Surviving Provisions

When the Terms come to an end, those terms that by their nature are intended to continue indefinitely will continue to apply, including but not limited to: Sections 4b, 5, 8, 9, and 10.

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2. your violation or your end user's violation of the Terms; or
3. any content or data routed into or used with the APIs by you, those acting on your behalf, or your end users.

Section 10: General Provisions

a. Modification

We may modify the Terms or any portion to, for example, reflect changes to the law or changes to our APIs. You should look at the Terms regularly. We'll post notice of modifications to the Terms within the documentation of each applicable API, to this website, and/or in the Google developers console. Changes will not apply retroactively and will become effective no sooner than 30 days after they are posted. But changes addressing new functions for an API or changes made for legal reasons will be effective immediately. If you do not agree to the modified Terms for an API, you should discontinue your use of that API. Your continued use of the API constitutes your acceptance of the modified Terms.

b. U.S. Federal Agency Entities

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c. General Legal Terms

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Last Modified: December 17, 2015

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3

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Govern de Andorra

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