

# **Terms of Service**

## **for Zenrin Japan Map API 3.0 (Itsumo NAVI API 3.0)**

### **1. Agreement to these Terms of Service**

These Terms of Service constitute the agreement between ZENRIN DataCom (“ZDC”) and the User (defined below) of the Services (defined below) provided by ZDC described herein. By using the Services, the User accepts and agrees to all of the definitions, terms and conditions of these Terms of Service.

### **2. Definitions**

For purposes of these Terms of Service, the following terms shall have the meanings set forth below, in addition to any other terms defined in these Terms of Service.

**2.1** “Services” means the “Itsumo Navi API 3.0” services provided by ZDC, including Map Information (defined below), application programming interfaces (APIs) to access Map Information (including updated versions), associated software, and any related documentation.

**2.2** “Account Access Information” means authentication information the User needs to access and use the Services, including a User ID, secret key and password provided by ZDC.

**2.3** “Registration Information” means the information submitted by a User to establish an account and access the Services through a Target Site (defined below), including the User’s name, location, contact information, Target Site, and purpose of use.

**2.4** “Target Site” means the website providing the User with hosted software applications and/or services through which the User will access and use the Services.

**2.5** The “Target Site Provider” is the owner and/or administrator of the Target Site.

**2.6** “User” is a user of the Services accessing the Services through the Target Site using the Internet or other telecommunication methods (regardless of the device used). Users may be individuals, corporations, or other entities depending on Registration Information submitted and fees paid.

**2.7** “User Registration Form” means a document provided by ZDC which the User submits in order for ZDC to create an account needed to Account Access Information.

**2.8** “Online Support Site” means a website on which the API Specifications (defined below), these Terms of Service, [Terms of Use for Map](#), the User Registration Form, and other notices can be accessed.

**2.9** “API specifications” mean the specifications, including service descriptions and technical information provided by ZDC, needed to access and use various functionalities of the Services.

**2.10** “Map Information” means map data, search data and information displayed on the Target Site when the User uses the Services.

**2.11** “[Terms of Use for Map](#)” are the mandatory terms and conditions required for use of Map Information as set forth by ZDC and to which a User is deemed to have agreed by using the Services. The Terms of Use for Map should be reviewed by Users on the Online Support Site and/or the Target Site.

**2.12** “PV” is an abbreviation for “page views”, indicating the number of times Map Information has been accessed through the Target Site. PV counting conditions are defined by ZDC.

**2.13** “Intellectual Property Rights” means rights defined by law concerning patent rights, utility model rights, design rights, copyright, trademark rights and other intellectual property rights, or rights pertaining to interests which are legally protected.

### **3. Account registration and contract formation**

**3.1** The user is required to submit a User Registration Form with Registration Information to ZDC and acquire an account before accessing the Services.

**3.2** A contract concerning the Services (“Contract”) is formed by the User, having agreed to these Terms of Service, entering the Registration Information in the User Registration Form and submitting it to ZDC, and ZDC presenting a document of approval to the User in return.

### **4. Grant of rights**

**4.1** Subject to the terms and conditions of these Terms of Service, ZDC grants the following rights to the User: (A) the right to access the Services through the Target Site; (B) the right to view and use Map Information through the Target Site using the Target Site Provider’s software applications and/or services.

**4.2** The foregoing grant of rights to the User are subject to the Target Site Provider’s acceptance and agreement of all of the definitions, terms and conditions of these Terms of Service (excepting with respect to payments due from Users) and acknowledgment of the Contract formed between ZDC and the User.

### **5. Service fees**

Applicable fees for use of the Services and acceptable payment methods are as set forth in the User Registration Form and/or the notice of approval from ZDC. By agreeing to these Terms of Service and entering into the Contract, the User agrees to pay the applicable fees for use of the Services. The applicable fees are exclusive of any value added tax, use tax, or sales tax or similar tax. With respect to the Services provided hereunder, the User shall bear responsibility for any applicable withholding taxes, duties or importation fees as may be levied from time to time and comply with all applicable tax.

### **6. Warranties**

ZDC will use commercially reasonable efforts to make the Services regularly available in accordance with the specifications set forth on the Online Support Site.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES ARE PROVIDED "AS IS", AND EXCEPT FOR THE PRECEDING EXPRESS LIMITED WARRANTY, ZDC DISCLAIM ALL OTHER WARRANTIES WITH RESPECT TO THE SERVICES, INCLUDING ANY WARRANTY THAT THE SERVICES, MAP INFORMATION AND/OR ASSOCIATED SOFTWARE AND APIS ARE ERROR-FREE AND BUG-FREE, OR THAT USE OF THE SERVICES WILL BE WITHOUT INTERRUPTIONS, INCONSISTENCIES, MALFUNCTIONS OR LOGIC ERRORS OR OF SATISFACTORY QUALITY, AS WELL AS ANY WARRANTY OF TITLE, NON-INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR INFORMATION AND SYSTEM SECURITY, OR ANY WARRANTIES OR CONDITIONS BASED ON A COURSE OF DEALING, USAGE OF TRADE OR INDUSTRY STANDARDS.

ZDC SHALL HAVE NO OBLIGATION HEREUNDER TO REPAIR OR IMPROVE THE SERVICES.

## **7. Conditions**

The User and Target Site Provider are required to adhere to the following conditions when accessing and using the Services by:

**7.1** carefully managing and monitoring Account Access Information, and not allowing use of such Account Access Information by any unauthorized third party;

**7.2** not using or allowing use of the Services other than through the Target Site;

**7.3** not allowing any third party to access or use the Services in part or in their entirety, regardless of method, except in the case that such third party access or use is allowed under the Contract or with the explicit prior written approval of ZDC;

**7.4** refraining from the following activities with respect to the Services in part or in their entirety: (A) reproducing (in print or otherwise), copying, extracting, processing, altering, translating, adapting (including format conversion), sending or otherwise using the Services other than on the Target Site, except as may not be disallowed under copyright law; (B) decompiling, disassembling or otherwise analyzing or reverse engineering the Services; or (C) attempting to probe, scan or test the vulnerability of the Services or to breach or circumvent any security or authentication measures used by the Services;

**7.5** in the case of the Target Site Provider, displaying the Terms of Use for Map on the Target Site for review by Users;

**7.6** immediately notifying ZDC upon becoming aware of any User that has engaged in any activity described in Section 7.4 above; upon the instructions of ZDC, the Target Site Provider shall assist ZDC in suspending any such User's account and access to the Services;

**7.7** following the instructions and guidance of Target Site supervisors and complying with all applicable laws and regulations governing the Services;

**7.8** not infringing or aiding the infringement of any third party rights, including intellectual property rights, personal portrayal rights, publicity rights, privacy, trust and personal rights;

**7.9** not using the Services in any way that is fraudulent, tortious, or prohibited by, in violation of, or likely to be in violation of applicable laws and regulations;

**7.10** not using the Services for the purpose of employing weapons or arms, or for any other purpose that may cause danger to life, persons or property, or that assists in, may lead to, or may be likely to lead to a criminal act, or that is contrary to public order and morality;

**7.11** not removing any copyright, trademark, confidentiality or other proprietary rights notice from any part of the Services;

**7.12** not removing, disabling or otherwise limiting the effectiveness of any technical protection used by ZDC to manage, monitor, control or analyze the installation of, access to, or use of the Services or to protect the Intellectual Property rights; or

**7.13** not interfering with or disrupting the operation of the Services or the servers or networks used to make the Services available, including by hacking or defacing any portion of the Services;

## **8. User obligations**

**8.1** In the case of any breach of these Terms of Service or the Contract by the User, the User shall indemnify ZDC for any and all losses, damages and fees incurred as a result of such breach.

**8.2** The User shall immediately notify ZDC upon discovering any malfunction of the Services.

## **9. Maintenance**

**9.1** ZDC may suspend the Services in part or in their entirety in the case of: (A) fires, earthquakes, floods, electric outages, labor disputes, unauthorized access, measures mandated by law, sanctions, embargoes, civil unrest, riots, terrorist or other malicious or criminal acts, war, interruption of the internet or third party internet connections or infrastructure, power failures, acts of civil and military authorities, severe weather, and other similar circumstances under which ZDC can no longer provide the Services ("Force Majeure"); (B) periodic server maintenance and inspection; (C) a need to perform urgent maintenance or inspection of equipment; (D) operational failure of the Target Site or of any server necessary to provide the Services; (E) ZDC determining that temporary suspension of the Services is unavoidable due to circumstances not mentioned in the foregoing; (F) User's failure to make applicable and

timely payment to ZDC and/or User has disregarded ZDC's requests for such payment; or  
(G) User taking actions that negatively affect or are likely to negatively affect the performance of the Services.

**9.2** If the Services will be suspended in part or in their entirety, ZDC will use commercially reasonable efforts to provide Users with prior notice, except in the case of emergencies or when immediate suspension of the Services is otherwise necessary.

**9.3** It is the User's responsibility to create and store a copy of any User data or software, and of User's Account Access Information in the case of an unforeseen operational failure of the Services, the Target Site, or any server necessary to provide the Services.

**9.4** If the Services are suspended in part or in their entirety due to any of the foregoing circumstances, ZDC shall bear no responsibility for any losses incurred by the User or any third party, including lost business or profits, lost fees, consequential or special damages, or loss of reputation.

**9.5** The User agrees that if any of the foregoing circumstances make it commercially unreasonable for ZDC to restart or continue to provide the Services, ZDC may terminate the Contract without any repercussions other than a prorated refund of any fees paid in advance by the User.

## **10. Limitation of liability**

SUBJECT TO THE MAXIMUM EXTENT PERMITTED BY LAW, ZDC WILL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE OR OTHER DAMAGES, LOSS OF PROFITS OR REVENUE, BUSINESS INTERRUPTION OR LOSS OF USE, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR OTHER COVER, LOSS DUE TO FAILURE OF OR DEFECTS IN THE SERVICES, OR DAMAGES RESULTING FROM FORCE MAJEURE, WHETHER BASED IN CONTRACT, TORT OR ANY OTHER LEGAL THEORY THAT MAY ARISE UNDER THESE TERMS OF SERVICE OR THE CONTRACT, INCLUDING BUT NOT LIMITED TO ANY SUCH LIABILITY THAT MAY RESULT FROM USE OF THE SERVICES ON THE TARGET SITE, EVEN IF ZDC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITY AND REGARDLESS OF WHETHER THE LIMITED REMEDIES IN THESE TERMS OF SERVICE FAIL OF THEIR ESSENTIAL PURPOSE. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF ZDC, TO THE USER EXCEED THE AMOUNTS PAID BY THE USER TO ZDC UNDER THE CONTRACT WITHIN THE ONE (1) YEAR PERIOD PRECEDING ANY CLAIM OF SUCH LIABILITY. THE USER ACKNOWLEDGES THAT THE AMOUNTS PAYABLE FOR THE SERVICES ARE BASED IN PART ON AND REFLECTIVE OF THE DISCLAIMERS OF WARRANTIES AND LIMITATIONS ON LIABILITY IN THESE TERMS OF SERVICE AND THAT SUCH DISCLAIMERS AND LIMITATIONS ARE AN ESSENTIAL ELEMENT OF THE BARGAIN BETWEEN THE USER AND ZDC.

## **11. Ownership**

**11.1** User acknowledges and agrees that ZDC and its licensors and suppliers have all ownership of and all rights, including all Intellectual Property Rights, with respect to (A) the Services and any part thereof, and other information or material provided or made available by ZDC to the User; and (B) any copies of the foregoing, or any materials or other information based on, derived from or otherwise using any of the foregoing (including all rights under trade secrets, copyrights, trademarks, patents and all other Intellectual Property Rights or proprietary rights relating to any of the foregoing).

**11.2** The structure and organization, the underlying algorithms and other internals, the protocols, data structures and other externals, and the source code of the Services, including but not limited to the Map Information and the APIs, constitute proprietary and confidential information of ZDC, and User agrees not to disclose such information to third parties, or use such information for any purpose other than as required for authorized access to and use of the Services as set forth in these Terms of Service, except as may otherwise be specifically authorized in writing by ZDC. User agrees not to access or attempt to access the Services by any means other than the interface provided or authorized by ZDC. User further agrees not to take any action, or to authorize or encourage any third party to take any action (or cooperate with any third party in taking any action), inconsistent with the foregoing or with the provisions of Section 7 above.

## **12. Notices**

**12.1** ZDC may notify the User by email, posting on the Online Support Site, or other commercially reasonable methods ZDC has determined to be appropriate.

**12.2** If ZDC has notified the User by posting on the Online Support Site, the notification shall be deemed to be effective when the post is made on the Online Support Site.

**12.3** If ZDC has notified the User by email, the notification shall be deemed to be effective when the email is sent by ZDC. If such email is received but is unreadable due corruption of the text or other technical error, the User shall immediately contact ZDC and request confirmation of the contents of the email.

**12.4** If ZDC provides a notice to the User's mailing address stated in the Registration Information, such notice shall be deemed to be effective five (5) days after mailing by ZDC.

**12.5** ZDC reserves the right from time to time to (and User acknowledges and agrees that ZDC has the right to): modify or release subsequent versions of an the Services or any part thereof; discontinue the Services as set forth in these Terms of Service and/or provide instead a substitute services; modify or discontinue features and functionality, or supporting services or availability with respect to the Services, whether generally or in any geographic area or language; or add or modify license keys, authorizations or other means of controlling access to or use of the Services. As provided herein, ZDC will endeavor to notify the User of major changes to the Services.

**12.6** To the maximum extent permitted by applicable law, ZDC reserves the right from time to time to (and User acknowledges and agrees that ZDC has the right to) modify these Terms

of Service. ZDC will endeavor to notify the User of any material modification to these Terms of Service that may have a material adverse effect on the User, and the User will have an opportunity to review such modification. Except as otherwise expressly set forth in these Terms of Service, if any such modification has a material adverse effect on the User and the User does not agree to the modification, the User may reject the modification by notifying ZDC of the rejection within 15 days of the of receiving notice of such modification. If the User rejects such modification, ZDC may terminate the User's rights to access and use the Services. In the event of such a termination, ZDC may, at its option, refund a prorated portion of any applicable fees paid in advance to ZDC by the User. If the User continues to access and use the Services after such 15 day period, or if the User renews or extends access to the Services, then such use access and use will be pursuant to the modified terms as noticed by ZDC.

### **13. Modifying and revising registered information**

**13.1** If there is a change in the User's Registration Information, the User may modify and revise the Registered Information by notifying ZDC. ZDC may request additional documentation to evidence the validity of any revised Registered Information requested by the User.

**13.2** If ZDC requests additional documentation for a change on Registration Information but such additional documentation is not provided by the User, ZDC may, at its option, choose to revise the User's Registration Information as requested by the User, or maintain the User's prior Registration Information until such additional documentation is provided by the User.

### **14. Confidentiality**

**14.1** The User and ZDC (as the "Disclosing Party") may disclose or make available Confidential Information (as defined below) to the other party (as the "Receiving Party") in connection with the Contract. The Receiving Party will use the same degree of care as to the Disclosing Party's Confidential Information that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) and will: (A) use the Confidential Information of the Disclosing Party only in connection with the Contract; and (B) except as otherwise authorized by the Disclosing Party in writing, limit access to the Confidential Information of the Disclosing Party to those of its executives, employees, consultants, contractors, service providers, legal and professional advisors and other individuals who need such access for purposes related to the Services and who are subject to confidentiality obligations with the Receiving Party no less stringent than those in these Terms. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so. The Receiving Party will give the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and take reasonable steps to limit such disclosure. ZDC may also disclose the User's Registration Information and Account Access Information to comply with any governmental or regulatory body request (including subpoenas or court orders), as part of a legal proceeding involving ZDC, or at the User's request. If disclosure is made at the User's request, the User may be responsible

for the costs of compiling and providing access to such information. Other than as set forth herein, the User and ZDC shall not disclose Confidential information received from the other party to any third party without the prior written consent of the other party.

**14.2** “Confidential Information” means information not generally known to the public that is: (A) made available or disclosed by a Disclosing Party to a Receiving Party in writing; and (B) designated by the Disclosing Party in the writing as Confidential. Confidential Information of ZDC also includes any non-public aspects of the Services and any related product plans, technology and other technical information and business negotiations. Confidential Information does not include any information that (i) becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party before receipt from the Disclosing Party without breach of any obligation (and without a duty of confidentiality) owed to the Disclosing Party; (iii) is received from a third party without breach of any obligation (and without a duty of confidentiality) owed to the Disclosing Party; or (iv) was independently developed by the Receiving Party without reliance on Confidential Information of the Disclosing Party.

**14.3** If the Contract has been terminated or has expired, or if the Confidential Information of a Disclosing Party is no longer necessary, a Disclosing Party may request that the Receiving Party return, destroy or delete such Confidential Information, including all documents and materials which contain such Confidential Information and all copies thereof.

**14.4** The User acknowledges and agree that personal information of the User voluntarily provided to ZDC is not Confidential Information, and may not be managed or stored by ZDC, and ZDC will bear no responsibility with respect to the security of such personal information.

## **15. Termination**

**15.1** ZDC may terminate the Contract and provision of the Services immediately without any prior notice or warning to the User, and the User shall be liable to ZDC for any losses, damages or fees due to termination (including attorney fees and other costs), if:

(A) the User materially breaches these Terms of Service or the Contract and the User does not remedy such breach within fifteen (15) days a notice of such breach from ZDC to the User;

(B) it becomes clear that the User’s Registration Information is fraudulent or otherwise false or invalid;

(C) if the User’s business license or similar business authorization has been revoked or suspended by a supervisory authority, or if the User is otherwise subject to a penalty or restriction which might make difficult enforcement of the Contract with respect to the User;

(D) if any payment by the User to ZDC is dishonored or otherwise unable to be paid out to ZDC;



(E) if there is a seizure, provisional requisition, auction, or commencement of bankruptcy procedures, civil rehabilitation proceedings, corporate reorganization, or special liquidation with respect to the assets or organization of the User;

(F) if a notice of the User's failure to pay taxes or other public charges has been received;

(G) if there has been a notice or decision of dissolution of the User;

(H) if ZDC receives a request to stop providing the Services to the User by a national or other governmental body or agency with appropriate authority;

(I) if the User causes or is likely to cause great financial or other losses to ZDC;

(J) If the User violates the law in connection with use of the Services, or in any manner that would reflect negatively on the Services or ZDC or with which ZDC would want to disassociate itself from the User;

(K) if the User, or an executive, manager, employee, affiliate, major stockholder or business partner of the User, is found or is alleged to be a part of, a member of, or otherwise associated with a crime syndicate, a corporate racketeer, a group engaging in criminal activities under the pretext of conducting social campaigns or political activities, a criminal group specializing in intellectual property theft or any similar criminal activities; or

(L) if the User's credit standing severely deteriorates, making it difficult to enforce the User's obligations under the Contract, or when other circumstances have occurred under which it would be difficult to enforce the Contract with respect to the User.

**15.2** If any of the foregoing circumstances in this section apply to the User, the User shall be immediately liable for payment in full of any amounts owed by the User to ZDC.

**15.3** If the Contract is terminated for any of the foregoing circumstances in this section, any fees prepaid by the User to ZDC will not be refunded.

## **16. Period of use**

**16.1** The User may use the Services from the usage commencement date for the period of use set forth in the Contract or in the notice of approval of the User's account sent by ZDC to the User. Additionally, the Contract shall be automatically extended for additional one (1) year terms unless the User notifies ZDC of its intent not to renew the Contract at least sixty (60) days before the current term of the Contract will expire.

**16.2** If the User wishes to early terminate the Contract during a period of use, the User must make an early termination request to ZDC (following any procedures or methods for requesting early termination that may be separately required and set forth by ZDC) at least ninety (90) days before the current term of the Contract will expire. Additionally, in the case of any early termination of the Contract not attributable to ZDC, and when any running royalty is described in the Contract, the Contract may be early terminated by the User by

paying the minimum monthly amount of royalties stated in the range of monthly PV royalty amounts for any and all remaining months of the current term of the Contract.

**16.3** If the User has early terminated the Contract due to any reason not attributable to ZDC, any royalties that have been prepaid by the User to ZDC will not be returned.

## **17. Measures taken at the end of the contract period**

**17.1** Section 6 (Warranty), Section 8 (User obligations), Section 10 (Limitation of liability), Section 11 (Ownership), Section 14 (Confidentiality), Section 15 (Termination), Section 16 (Period of use), this section, and Section 18 (General provisions), as well as any other provisions of these Terms of Service which by their nature would extend beyond the termination of the Contract, shall survive and continue in effect after any expiration or early termination of the Contract.

**17.2** After the expiration or early termination of the Contract, for any reason and regardless of the circumstances of such expiration or early termination, the User must: (A) stop using the Services; (B) cease accessing, using, providing or distributing Map Information, including to any of its employees, agents or operators; (C) delete all programs and/or settings installed or established in order to access and use the Services through the Target Site or by any other means; and (D) return, delete or dispose of any software, APIs, Map Information, documentation or other items associated with the Services as instructed by ZDC.

## **18. General provisions**

**18.1** The User may not assign or otherwise transfer (whether by operation of law or otherwise) the Contract, rights to access and use the Services, or any other rights or obligations under these Terms of Service without ZDC's prior written consent, and ZDC may terminate the Contract (including rights to access and use the Services) if the User is acquired by, or comes to be controlled by, any other person or entity (whether by acquisition of shares, merger, or other transaction) without such written consent. ZDC may assign or otherwise transfer the Contract and these Terms of Service without consent or notice as part of a reorganization, merger, sale of assets or other transaction that involves all or a portion of the Services.

**18.2** The Contract, including these Terms of Service, constitutes the entire agreement between the User and ZDC with respect to the subject matter hereof, and merges and supersedes any prior or contemporaneous agreements, discussions, communications, representations, warranties, advertising or understandings between the parties. The English language version of these Terms of Service will be the version used when interpreting or construing the Contract and these Terms of Service.

**18.3** The Contract, including these Terms of Service, will be interpreted in accordance with the substantive laws of Japan, without reference to conflicts-of-laws rules. The UN Convention on Contracts for the International Sale of Goods shall not apply to the Contract or these Terms of Service. In addition, each party agrees that any claim, action or dispute arising under or relating to the Contract or these Terms of Service will be brought exclusively

in (and the parties will be subject to the exclusive jurisdiction of) the Tokyo District Court of Japan. Notwithstanding the foregoing, ZDC may apply for injunctive relief and other equitable remedies (or their equivalent) in any jurisdiction or forum.

**18.4** If and to the extent any provision of the Contract or these Terms of Service is held unenforceable under applicable law, such provision will be deemed modified to the extent reasonably necessary to conform to applicable law but to give maximum effect to the intent of the parties set forth in these Terms of Service or otherwise in the Contract, and such provision will be ineffective only as to the jurisdiction in which it is held unenforceable without affecting enforceability in any other jurisdiction. Failure to enforce or exercise any provision of the Contract or these Terms of Service is not a waiver of such provision, unless such waiver is specified in writing and signed by the party against which the waiver is asserted.

**18.5** The User must comply with the export control and international trade laws and regulations of the United States and of any other country whose laws apply to User's access and/or use of the Services. The User must not access or use any part of the Services from within a U.S.-sanctioned location or if the User appears on any U.S. government restricted parties list. The User must obtain U.S. government and any other required authorization before accessing or using, or allow any third party to access or use, any part of the Services for a U.S.-restricted end use. Restricted end uses include, but are not limited to, work on nuclear, chemical or biological weapons or on missile systems capable of delivering them.