

## PLATFORM TERMS OF USE

### Section 1 - General Terms and Conditions

### Section 2 - Terms of Street Level Imaging(SLI) API Usage

This document is an electronic record in terms of Information Technology Act, 2000, amendments thereof from time to time and the rules thereunder as applicable and the amended provisions pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000. This electronic record is generated by a computer system and does not require any physical or digital signatures.

### Section 1 - General Terms and Conditions

**Effective from: 04.05.2024**

The Maps Platform Terms (“Terms”) govern your access to and use of Ola API & SDK (‘Ola Product’) (as particularly *defined below*), which made available to you at [<https://cloud.olakrutrim.com/console/maps> (“Platform”)] and constitute a valid and binding agreement between the ANI Technologies Pvt. Ltd. (hereinafter referred as ‘Ola’) and the person and/or entity (“you” or “yours”). Ola and you are each referred to as a "Party" and collectively as "Parties."

These Terms together with the Privacy Policy and relevant terms governing the API services or SDK services, form a legally binding agreement that govern the access and use of platforms, or other Products made available to you by Ola. By explicitly clicking to accept these Terms where this option is made available to you by Ola, you unconditionally accept the Terms.

#### 1. ACCEPTANCE OF TERMS

- a) You may not access or use the Ola Products or accept these Terms if (i) you are not of legal age in the country in which you reside; (ii) you are not authorized to

form a binding agreement as intended by the Terms; or (iii) you are prohibited from accessing or using Ola Products under applicable laws, including the laws of the country in which you reside or from which you would access or use Ola Products.

- b) If you accept these Terms on behalf of a company, organization, or other entity, you represent that you have full legal authority to bind your company, organization, or such other entity to these Terms.
- c) You agree to these Terms and enter into a binding agreement between you and Ola by (i) confirming your acceptance of these Terms, (ii) accessing the Platform, or (iii) accessing and using the Ola Products.
- d) Updates to these Terms: Ola reserves the right to change these Terms at any time and will provide reasonable notice to you of Product changes on the Platform, in your account, via email, or via other means of communication as determined appropriate by Ola. Your continued access to the Platform or use of Ola Products is deemed an acceptance of the updated Terms. If you do not wish to accept the updated Terms, you must immediately cease accessing and using the Platform and Ola Products. Your sole remedy is to terminate your subscription by providing a notice of termination to Ola. Ola may suspend or terminate your access to Ola Products without notice if you choose not to accept the updated Terms.

## 2. DEFINITIONS

- a) Affiliate means (i) with respect to Ola, and (ii) with respect to you, any entity that directly or indirectly (a) is Controlled by you; (b) Controls you; or (c) is under common Control with you. "Control" means a situation in which an entity (the "Controlling" entity), in relation to another entity (the "Controlled" entity), (a) has fifty percent (50%) or more of votes in such entity; (b) is able to direct its affairs; and/or (c) controls the composition of its board of directors or equivalent body.
- b) Application means each desktop, mobile or web application, data product, software, website, or comparable product and/or service developed by or on

behalf of you that accesses or utilizes Ola Services or includes the Ola Content or parts of the SDK.

- c) Commercial Terms means the terms specifying the fee payable along with the applicable taxes against your use of Ola Products.
- d) Confidential Information all business, technical, financial, or other information not publicly available that a Party receives from the other Party, including Ola Products and any information on the Ola Platform.
- e) Documentation means any written Products, terms and specifications for the Platform, Ola Products, or any parts thereof, which are either available on the platform or provided separately.
- f) End User means any entity or person who (i) receives or uses an Application or (ii) accesses all or any portion of the Ola Content or Services in or through an Application with no right to sublicense.
- g) End User Terms means the Ola End User License Terms available on platform.
- h) Intellectual Property Rights means any and all rights existing from time to time under patent law, copyright law, trademark law, whether registered or unregistered, and any and all other similar proprietary rights, as well as any and all applications, renewals, extensions, divisionals, continuations, restorations, and reinstatements thereof, now or hereafter in force and effect worldwide.
- i) Ola Content means the map content and/or other content licensed to you as made available by Ola.
- j) Ola Marks means trademarks, logos, service marks, trade names, and similar designations of Ola.
- k) Ola Products means, collectively, Ola Services, Ola Content, SDKs, software tools, application programming interface (“APIs”), and/or other Ola products, software or services, and any associated Documentation, made available through Platform and relevant Ola product-specific URLs.
- l) Ola Services means any services offered or made available by Ola through Platform to you as defined in the relevant terms or Documentation.

- m) Software Development Kit (SDK) means the software development kits, software libraries, and other software tools.
- n) Your Content means anything, including, but not limited to, content, data, software, or information that you upload to the Platform.

### **3. ACCOUNT ACCESS AND USAGE**

- a) You must register for a Platform account to access and use Ola Products. You agree to provide true, correct and complete information and keep your registration information updated at all times. Any user acting on your behalf must create an Ola account using a valid email address. You may invite as users to your Platform account only those individuals who are (i) your employees, your subcontractors, and agents and (ii) acting on your behalf. You must ensure that only authorized users are able to access and use the Platform.
- b) You are responsible for all activities associated with your account regardless of whether the activities, including noncompliance, were authorized or undertaken by you, your employees, your Affiliate's employees, your subcontractors, agents, or other users associated with your account. If you become aware of any actual or suspected violation of these Terms by any of the foregoing, you will immediately suspend all access of any user associated with the violation. Ola is not responsible or liable for your account.

### **4. GRANT OF RIGHTS**

- a) Access to the Platform: You will have access to the Platform upon acceptance of these Terms and the Commercial Terms. While these Terms specify your rights and obligations in relation to use of the Platform in general, the Commercial Terms specify details of the fees etc. payable by you. Additionally, after your acceptance of these Terms, you may choose to have application programming integration, which shall be licensed to you upon your acceptance of the applicable terms and payment of applicable fees.

- b) Your Use Rights: Subject to your compliance with these Terms and payment of applicable fees, you may
- i. Access and use Ola Services as described in these Terms, Commercial Terms, other applicable terms and Documentation;
  - ii. use the applicable SDKs, tools, and APIs for the sole purpose of developing Applications and integrating SDKs and APIs within your Applications in accordance with the rights and limitations described in the Commercial Terms, other applicable terms, and Documentation;
  - iii. Use Ola Content only for the purposes and in a manner as specified in these Terms, Commercial Terms, any other applicable terms, Documentation, or in a separate written agreement with Ola; and
  - iv. Use other Ola Products for which you paid as per the Commercial Terms.
- c) Ola's Rights: No ownership of your Intellectual Property Rights is transferred to Ola. However, Ola may use your Applications and Your Content solely for the purpose of performing its obligations or exercising its rights under these Terms. Ola may, at its discretion, remove your Applications and Your Content at any time if there is an actual or suspected violation of these Terms. Further, Ola may analyze, monitor, and evaluate your access and use of the Platform with tools and processes (including machine learning). Ola may use the anonymized and/or aggregated learnings, findings, and outcomes thereof to (i) develop, improve, and optimize Ola's products, services, and/or processes and (ii) verify your compliance with the Terms.
- d) Your rights with respect to your Content: You have the right to remove Your Content from the Platform at any time. You are responsible for any additional back-up of Your Content and acknowledge that Ola will not be responsible for any loss of, damage to, or unauthorized use of Your Content

that occurs as part of Your Content processing workflows within the Platform.

- e) Feedback: You may provide Ola with any recommendations, suggestions, feedback, or other comments (collectively referred to as “Feedback”) regarding the Platform or Ola Products. You grant Ola and Ola’s Affiliates a non- exclusive, irrevocable, perpetual, worldwide, free of charge, fully paid up, sub-licensable, and transferable license under your Intellectual Property Rights to copy, make, have made, sell, offer to sell, import, display, disclose, dispose, export, and otherwise use the Feedback as part of Platform, Ola Products, and other Ola products and services. You acknowledge that Ola may have similar development ideas as those that are included in the Feedback.
- f) Sublicensing: You shall not sublicense and/or distribute Ola Products unless expressly permitted by Ola in the Commercial Terms or other applicable terms or separate written agreement between you and Ola. When such licensing and distribution is permitted, any such sublicense or distribution rights granted by you must be under written agreements with terms that are no less restrictive and no less protective of Ola than these Terms and any other applicable agreement you have with Ola. You shall remain liable under these Terms and other applicable agreement for any acts or omissions of sublicensees as if they were your own, and a breach by your sublicensee of your written agreement with them as it pertains to these Terms will be deemed a breach by you of these Terms.
- g) Subcontracting: Unless otherwise indicated to you by Ola, you may use subcontractors to exercise your rights and obligations under these Terms on your behalf, provided that subcontractors are under written agreements with terms that are no less restrictive and no less protective of Ola than these Terms you have with Ola. You shall remain liable under these Terms for any acts and omissions of subcontractors as if they were your own, and

a breach by your subcontractor of your written agreement with them as it pertains to these terms will be deemed a breach by you of these Terms.

## **5. CONDITIONS FOR USE OF THE PLATFORM**

- a) Unless otherwise expressly stated in these Terms, you are solely responsible for ensuring that your Applications, Your Content, and your use of the Platform and any Ola Products comply with all applicable laws (including, but not limited to, laws related to privacy, data protection, cybersecurity, and export controls and restrictions) and these Terms. You are responsible for any noncompliance by your End Users with your obligations under these Terms . If any actual or suspected violation occurs, you will immediately terminate or suspend the End User's access to all Ola Products.
- b) If any personal data of End Users is delivered to Ola by the End User or through the End User's use of your Application, or if End Users are directly connected to the Ola Services, you shall make the End User Terms and the Ola Privacy Policy available to End Users in Applications or product documentation in a manner that is enforceable by Ola. If the End User Terms and Ola Privacy Policy are made available on a map display, you may not obscure or block End Users' access to such terms. Ola has no responsibility for your end user terms or privacy policy, or any legally required and otherwise appropriate instructions, warnings, notices, or safety information related to the Application or its use. Without limiting the generality of the foregoing, you shall implement and comply with appropriate data privacy and security measures in connection with your collection, processing, transfer, and use of personal data, including a reasonably effective notice about the transmission of certain information to Ola Services through the use of the Application. You shall comply with the specific requirements and instructions for Applications as specified in any Documentation.

## **6. PROHIBITED USES**

- a) You shall not engage in any of the following uses of the Ola products and/or Platform:
- I. disseminate or create Product that is abusive, hateful, violent, fraudulent or deceptive, obscene, pornographic or erotic, defamatory, harassing, grossly offensive, vulgar, threatening, or malicious, that exploits or harms children, that features self-harm, or that glorifies any of the foregoing.
  - II. aide or implement practices that violate or are intended to violate basic human rights or civil liberties;
  - III. violate or impair any legal, contractual, intellectual property or proprietary rights of any person (including Ola);
  - IV. interfere with, disrupt, or attempt to gain unauthorized access to any of Ola's accounts, Ola Products, or computer networks;
  - V. create, disseminate, store, or transmit viruses, trojan horses, or any other malicious code or program;
  - VI. violate any applicable laws, regulations, or rules; or host with, transmit to or provide to Ola any information that is subject to specific government regulation. Further, you shall not make the Ola Products available in any Application for access or use in any jurisdiction if doing so would, as a matter of law or contract, impose on Ola any obligation or provide any rights other than as expressly set forth herein;
  - VII. any use that (i) has a high risk of creating economic harm (e.g., gambling, multi-level marketing), (ii) involves political campaigning or lobbying, (iii) offers or provides legal, medical, or financial advice, or (iv) involves high-risk government decision making.
  - VIII. Use non- Ola datasets with Ola Content in Applications that are made available to End-Users or third parties (as allowed by your license in these Terms). Notwithstanding the foregoing, and subject to compliance with Section 6 (i) below and your license to Ola Products for use in Applications, you may (i) layer Your Content and third-party content with Ola Content for display purposes; and (ii)



combine Your Content and third-party content with Ola Content for the purpose of delivering derived location responses, such as a route or search result, provided, in both cases (i) and (ii), that the origin of the Ola Content and non- Ola content can be distinguished and correct attribution can be provided.

- IX. Expose Ola Products to any open source software, open content, open database licenses or other resembling terms where such licenses or terms would (i) cause the disclosure or distribution of the Ola Products (or any part thereof); (ii) grant any licenses to any derivative works of any Ola Products (or any part thereof); (iii) cause redistribution of the Ola Products (or any part thereof) at no charge, as a condition for use, modification or distribution of such other Product; or (iv) otherwise restrict or impact the licensing or other use of the Ola Products (or any part thereof);
- X. Modify Ola Content or provide Ola Content to another person or entity;
- XI. Use incorrect attribution of any information derived from the Platform;
- XII. Use outdated versions of the Platform or Ola Products;
- XIII. Make any derivative works based on or using Ola Products, reverse engineer, reverse compile, disassemble, or attempt to determine the source code of the Ola Products;
- XIV. Use Ola Products for: (i) benchmarking of third-party data sets, or (ii) a reference to create, enhance, or improve a product or service competitive to Ola;
- XV. Use Ola Products in connection with a machine learning or artificial intelligence (“AI”) system, including but not limited to, models used in connection with natural language processing, algorithm optimization and training, logical AI/inferencing, machine learning, deep learning, behavioral learning, artificial neural networks, machine perception and motion manipulation, predictive analytics, generative AI, and data extrapolation;
- XVI. Except as included in an Application, and as permitted in Your license grant from Ola, use Ola Products to create, develop, enhance, test, or evaluate a platform,

- product or solution regardless of whether such platform, product or solution contains reference to any Ola Products; or
- XVII. operate a product or service where the use or failure of the service could lead to death, personal injury or property or environmental damage.

b) Except as otherwise permitted in a separate agreement with Ola, you may not:

- I. Integrate Ola Products into a ground, aerial, manned, or unmanned vehicle system or any component thereof, including vehicle positioning sensors (for example, GPS, triangulation, odometer, compass, gyroscope, or accelerometer), navigation terminals or black boxes, and windshield or display screens installed in the vehicle. For clarification, a mobile device that is connected to a vehicle for the purpose of projecting on the vehicle's windshield or display screen the visual information that is displayed on the mobile device screen is not an integration of Ola Products; and
- II. Use Ola Products for or in connection with any systems or functions for automatic or autonomous control of ground, aerial, manned, or unmanned vehicle behavior, including systems or functions for the control of vehicle speed, braking, suspension, fuel, emissions, headlights, stability, drive train management, visibility enhancement, and steering, commonly known as Advanced Driver Assistance System (ADAS) or Highly Autonomous Driving (HAD) functionalities.

## **7. AVAILABILITY OF THE PLATFORM**

- a) The Platform or Ola Products may not be available in, or accessible from, all locations, regions, or territories. Without liability from Ola to you, Ola may suspend, limit, or throttle access to, and availability of, the Platform or all or any portion of Ola Products: (i) to address an emergency, misuse, or actual or perceived threat to the operation of the Platform or any Ola Products; (ii) in the event of a breach of these Terms, including a payment default; (iii) to comply with applicable laws; (iv) to respond to requests or demands of a government entity or authority; and/or (v) pursuant to any privacy concerns, copyright "notice and take

down” requests, or violation of Intellectual Property Rights or other third-party rights. Ola will inform you of such suspension or limitation without undue delay.

- b) Ola may amend, change, deprecate, or discontinue the Platform and/or Ola Products or any part thereof, from time to time by providing a notification to you through the Platform or on your account. Any such action will become effective on the date specified in the notification.

## **8. FEES**

Your access to and use of Ola Products is subject to your timely payment of the fees to Ola as set forth in the Commercial Terms.

## **9. TECHNICAL SUPPORT**

The support plan you select will determine the availability and level of support services Ola provides to you. Ola will not provide any support services to third parties.

## **10. RECORD KEEPING AND AUDIT**

- a) You will keep information that is sufficient to demonstrate the scope of your use and distribution of all Ola Products for three (3) years. If pricing for Ola Products is based on usage, you shall track your usage and, keep the respective records for three (3) years, and provide the records, without unnecessary delay, to Ola upon request.

In order to verify your compliance with these Terms, including, but not limited to, your obligations under Section 10(a) above: (i) you shall provide Ola access to your Applications for our review and (ii) Ola may inspect your records on your premises upon 30 days’ prior written notice and without causing unreasonable disruption. This Section 10 will survive expiration or termination of these Terms for a period of one (1) year.

## **11. TERM AND TERMINATION**

a) Term

These Terms take effect at the earliest of (i) the date on which you accept the Terms; (ii) access the Platform; or (iii) access or start using Ola Products. These Terms will remain in effect until terminated by either Party in accordance with the terms herein.

b) Termination

- I. Termination for Breach: Either Party may terminate these Terms by written notice to the other Party (i) due to an Product breach after seven (7) days prior written notice, or immediately if such Product breach cannot be remedied; or (ii) with immediate effect in the case of bankruptcy, insolvency or assignment for the benefit of creditors.
- II. Termination for Convenience: You may terminate any these Terms at any time with 30 days prior written notice to Ola. Ola may terminate these Terms by providing you with 15 days prior written notice.
- III. Termination for Inactivity: Ola may close your account or terminate these Terms if you have not signed into your account or accessed Ola Products with your access credentials within [six (6) months].

c) Effects of Termination

Immediately upon expiration or termination of these Terms, your right to use the relevant Ola Products terminates automatically and you will no longer have access to the Ola Products. Within thirty (30) days from any expiration or termination under these Terms, you must (i) discontinue all use and distribution of the Ola Products and Ola Marks; (ii) discontinue all distribution of and making available the Applications that use or include the Ola Products or parts thereof; and (iii) uninstall, delete, and destroy all software, backup copies, and all other Products provided by Ola related to the Ola Products and shall provide proof of the same. Ola will delete Your Content, Applications, and other Products in your Platform account after the termination of these Terms.

You agree that termination of these Terms shall never result in an obligation for Ola to refund or return any payments you have made to Ola up until the moment of expiration or termination, nor shall expiration or termination affect accrued payment obligations.

## **12. PUBLICITY AND USE OF OLA MARKS**

- a) You may not remove or obfuscate any Ola Marks or copyright notices affixed to or included in Ola Products. You will ensure that all Ola Marks and copyright notices are present in the Ola Products in accordance with Ola brand guidance which will be informed to you. You must indicate that Ola is the owner of Ola Marks. All goodwill from the use of Ola Marks inures to Ola.
- b) The Parties will discuss in good faith (i) the rights to use either Party's name and/or logo in either Party's marketing Products regarding the Parties' relationship, including referencing you as part of a list of Ola customers and (ii) marketing opportunities, including, but not limited to, press releases, blog posts, analyst engagement, and case studies. Any such activities will be subject to the other Party's brand guidelines, review, and express written consent prior to publication.

## **13. INTELLECTUAL PROPERTY RIGHTS**

- a) All right, title, and interest in and to the Platform (including any information comprising of ideas, suggestions, or complaints relating thereto), Ola Products or any parts thereof, and Ola Marks are the property of Ola , and no part thereof will be considered a "work made for hire" or a work made in the course of employment.
- b) Except as explicitly granted in Section 4(b), the Commercial Terms or other applicable terms, no other rights or licenses, express or implied, are granted under these Terms, including any technologies that may be necessary for your use or enablement of the Platform or Ola Products. No ownership of any Intellectual Property Rights relating to the Platform, Ola Products, Ola Marks, or any other

product, service, information, or Product provided by Ola to you are assigned or transferred by Ola to you.

- c) The structure, organization, and code of the Platform, Ola Products, and any other products and services provided by Ola are the valuable trade secrets and Confidential Information of Ola, its licensors, and/or Affiliates.

#### **14. WARRANTIES; EXCLUSION OF WARRANTIES**

- a) Each Party represents and warrants to the other that: (i) it is duly organized and in good standing under the laws of the jurisdiction of its organization; (ii) it has all corporate authority to execute and perform the agreement based on these Terms; (iii) its execution of these Terms will not conflict with or violate any other agreement to which such Party is a party; and (iv) it is not a party identified on any governmental or export exclusion lists.
- b) EXCEPT AS OTHERWISE PROVIDED IN THESE TERMS, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PLATFORM AND OLA ProductS AND ANY PARTS THEREOF ARE PROVIDED ON AN "AS IS," AND "AS AVAILABLE" BASIS WITH ALL DEFECTS. OLA, ITS AFFILIATES, AND LICENSORS MAKE NO WARRANTY THAT THE PLATFORM OR OLA PRODUCTS WILL BE UNINTERRUPTED, SECURE, OR ERROR FREE, OR THAT DEFECTS WILL BE CORRECTED. EXCEPT AS PROVIDED IN THESE TERMS, OLA, ITS AFFILIATES, AND THEIR LICENSORS SPECIFICALLY DISCLAIM, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ANY REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, REGARDING THE PLATFORM AND OLA PRODUCTS, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, OR ANY IMPLIED WARRANTIES ARISING FROM LAW, COURSE OF DEALING, PERFORMANCE, OR OTHERWISE. OLA IS NOT RESPONSIBLE FOR AND WILL NOT HAVE ANY LIABILITY FOR HARDWARE, SOFTWARE, TECHNOLOGY, OR ANY OTHER ITEMS OR SERVICES NOT PROVIDED BY OLA.

## **15. Copyright and Attribution**

### **1. Ownership and Copyright**

All proprietary rights, including copyrights, trademarks, and any other intellectual property rights in the [Platform Name] SDK, maps, API, tile sets, and data, are owned by Ola. The use of the SDK, maps, API, tiles, or data does not transfer any rights of ownership to you. Any unauthorized use or modification of the SDK, API, or associated content is strictly prohibited.

### **2. Attribution Requirements**

a. **Developer Attribution:** You agree to prominently display attribution to Ola within any application or product that incorporates or uses the SDK, maps, API, or data. This attribution must be visible to end-users, in a format consistent with the attribution guidelines provided by Us.

b. **Pre-Provided Attributions:** Certain attribution notices are embedded within the maps, tiles, API responses, and data provided through the SDK, and must remain visible in your application. You are required to ensure these attributions are preserved, unaltered, and clearly legible in all use cases.

### **3. Attribution Guidelines**

Attribution must be to “Ola Maps”.

Attribution must also make it clear that the data is available under the Open Database License. This may be done by making the text “Ola Maps” a link to [openstreetmap.org/copyright](https://openstreetmap.org/copyright), which has information about OpenStreetMap’s data sources (which OpenStreetMap needs to credit) as well as the ODbL.

The text must be easily readable and understandable, taking into consideration the font, size, colour, contrast, positioning and amount of time that it is visible. We recommend you follow accessibility guidelines such as WCAG, and any other locally relevant regulations.

OSM does not wish to claim credit for data or other material that did not come from it, so feel free to qualify the credit to explain what OSM content you are using. For example, if you have rendered OSM data to your own design, you may wish to use “Map data from OpenStreetMap.”

The historical forms of attribution “© OpenStreetMap contributors” or “© OpenStreetMap” are acceptable.

#### **4. Modifications to Attribution Requirements**

Ola reserves the right to modify or update the attribution requirements, and you agree to implement any such changes in a timely manner.

#### **15. INDEMNITY**

- a) You agree to (i) defend Ola and its Affiliates, contractors from and against any third-party claims alleging that any of Your Content, Applications, or instructions provided or made available by you infringes or misappropriates such third party’s Intellectual Property Rights and (ii) indemnify and hold harmless against any damages, attorney fees, and costs finally awarded to the extent they result from such claims.
- b) Notwithstanding anything to the contrary in these Terms, Ola will have no liability or obligations under this Section 15 if the claim, judgment, or settlement is based on (i) any use or combination of the Ola Products or parts thereof with software, services, technologies, or other Product provided by or on behalf of you by a party other than Ola; (ii) use of a prior version of the Ola Products to the extent that a current version is non-infringing, (iii) failure to use a correction, patch, or new version of the Ola Products offered by Ola that performs substantially the same



functions; (iv) any modification of the Ola Products not made by Ola or any modifications done by Ola pursuant to your instructions or specification; (v) you continuing any allegedly infringing activity after being notified of any such allegedly infringing activity or after being informed of or provided with a replacement that would have avoided the alleged infringement; (vi) your breach of the license restrictions and rights granted under these Terms.

## **16. LIMITATION OF LIABILITY**

a) To the maximum extent permitted by law, except in cases of (i) breach of the restrictions and rights granted under these Terms; (ii) intentional misconduct or gross negligence; (iii) death or personal injury; or (iii) breach of Section 17 (*Confidentiality*), neither Party will be liable to each other for any loss of profit, goodwill, or any indirect, special, consequential, incidental, or punitive damages or expenses of any kind, howsoever arising under these Terms even if advised of the possibility of such damages.

16.2. To the maximum extent permitted by law, except in cases of (i) breach of the restrictions and rights granted under these Terms; (ii) intentional misconduct or gross negligence; (iii) death or personal injury; or (iii) breach of Section 17 (*Confidentiality*): For any and all claims brought under the agreement based on these Terms, regardless of the nature of the claim or the basis on which the claim is made, the aggregate, cumulative, and total liability of each Party, its employees, licensors, and Affiliates will in no event exceed the amount of fees paid by you under these Terms in the 3 months preceding the first incident from which the claim arose.

## **17. CONFIDENTIALITY**

a) Each Party will hold in confidence and not use or disclose any Confidential Information received from the other Party. Each Party may disclose Confidential Information of the other to those of its (and its Affiliates') employees with a need to know, provided that such employees are bound by confidentiality obligations at

least as restrictive as those contained in these Terms. Confidential Information will be treated in the same manner that the receiving Party protects its own proprietary information of a similar nature.

- b) The following information shall not be considered as Confidential Information for the purpose of these Terms: any information that: (i) is or has become publicly available without restriction through no fault of the receiving Party or its employees, Affiliates, or agents; (ii) is received without restriction from a third party lawfully empowered to disclose such information; (iii) was rightfully in the possession of the receiving Party without any confidentiality obligation, prior to its disclosure by the other Party; or (iv) was independently developed by employees or consultants of the receiving Party without access to Confidential Information.
- c) If the receiving Party is compelled, pursuant to any applicable law, to disclose any Confidential Information, the receiving Party shall, to the extent permitted by applicable law, give prompt written notice of such fact to the disclosing Party and shall provide all co-operation and assistance on a best efforts basis as may be requested by the disclosing Party in order to seek an appropriate remedy to prevent or restrict such disclosure. Further, the receiving Party may furnish only such part of the Confidential Information which the receiving Party is legally compelled to disclose, and such disclosure does not relieve the receiving Party of any other obligations imposed under these Terms with respect to such Confidential Information.
- d) Upon termination of these Terms or upon request of the disclosing Party, the receiving Party will return to the disclosing Party or destroy (and confirm such destruction in writing) all Confidential Information of the disclosing Party including any and all copies or extracts thereof.

## **18. GENERAL**

- a) Other documents incorporated by reference.

These Terms include and consist of the following additional documents, which are incorporated by reference and include any future updates to these documents:

- I. Commercial Terms applicable to you
- II. Product terms and conditions
- III. SDK Licensing
- IV. Ola policies

(i) Ola Acceptable Use Policy (“AUP”) available at [click here];

(ii) Ola Privacy Policy available at [\[click here\]](#); and

- b) other Documentation referred to in any of the above, on the Platform, or in the Ola Products.

If there is a conflict between any provisions in these Terms, the more specific provision will be given precedence over general provisions or terms.

- c) Third Party Software. The Platform may include third party software that is subject to open source software licenses or other similar requirements that Ola may be required to pass through to you with the delivery of the software. You must comply with all such license requirements or other similar terms. Ola reserves the right to amend or replace such requirements as needed.
- d) Notices. Any technical, administrative, or other general notices may be posted through the Platform or sent to your e-mail addresses identified in the Platform. All legal notices must be written and delivered by hand or overnight/express mail to the address of the other Party listed in the Platform. Each Party shall keep addresses updated and inform the other Party about changes to addresses without undue delay. The notices set forth in this Section will be effective upon receipt.

- e) Language. All communications and notices made or given pursuant to these Terms must be in English. If Ola provides a translation of the English version of these Terms, the English version of the Terms will control in case of any conflict.
- f) Entire Agreement. These Terms, constitute the entire agreement between the Parties regarding the subject matter hereof. These Terms supersede all prior oral or written communications, representations, undertakings, and agreements of the Parties relating to the subject matter of these Terms.
- g) Assignment. A Party may assign these Terms to an Affiliate or any entity that acquires substantially all of the Party's operations, stock, or assets and agrees in writing to be bound by these Terms. Any other transfer or assignment is not permitted except with the prior written consent of the non-assigning Party.
- h) Severability. If any provision of these Terms is held to be unenforceable, the remaining provisions will be unaffected and enforceable as though the unenforceable provision had not been included.
- i) Waiver. No waiver will be effective unless set forth in writing and signed by the Party charged with such waiver, and no waiver of any right arising from any breach will be deemed to be a waiver or authorization of any other breach or of any other right arising under these Terms.
- j) Force Majeure. Excluding payment, confidentiality and indemnification obligations, neither Party will be liable to the other for a failure to perform any of its obligations under these Terms due to circumstances beyond its reasonable control, provided that such Party notifies the other of the delay.
- k) Relationship of Parties. No third-party beneficiaries are intended. Each Party is an independent contractor. Neither Party has any authority to bind or commit the other. There is no joint venture, partnership, or agency relationship between the Parties for any purpose.
- l) Governing Law. These Terms will be exclusively construed and governed by the laws of India.

- m) Dispute Resolution. Any dispute between the Parties as to matters covered by these Terms or their validity, enforceability, or interpretation will be submitted to the competent courts in Bangalore, India.
- n) Survival. Sections 13 to 17 and 19 and any other provisions which by their very nature are intended to survive, shall survive expiration or termination of these Terms.

## Section 2 - Terms of Street Level Imaging(SLI) API Usage

### 1. Permitted Use

The Ola Maps Street Level Image API is provided for the following purposes:

**1. Displaying street-level imagery:** Authorized users may access and display street-level images from the Ola Maps platform for non-commercial, commercial, and analytical purposes, provided that such use complies with applicable laws and regulations.

**2. Mapping, Navigation, and Geospatial Services:** The API may be used in applications that involve route planning, navigation, and mapping, provided the display of street-level imagery adheres to all legal and privacy standards.

### 2. Prohibited Use

The following activities are strictly prohibited when using the Ola Maps Street Level Image API:

1. **Infringing on Privacy:** Users must not use the API to display, process, or store personally identifiable information (PII) without explicit consent. This includes, but is not limited to, faces, vehicle license plates, house numbers, or any other data that can be used to identify individuals.
2. **Data Harvesting:** Users must not harvest, scrape, or extract data from the Street Level Image API for unauthorized purposes.

3. **Modification or Reverse Engineering:** Users must not modify, reverse-engineer, or decompile the API in any way.
4. **Unlawful Use:** The API must not be used in any manner that violates local, national, or international laws or regulations, including those related to privacy, data protection, and intellectual property.

### 3. Data Protection & Privacy

1. **Blurred Information:** Any personally identifiable information (PII) present in the API shall be blurred before being used or displayed in your product/services. This includes, but is not limited to, vehicle license plates and faces of individuals.

### 4. Usage Limitations

1. **API Call Limits:** Users must adhere to any usage limits or rate limits imposed on the API. Excessive or abusive usage may lead to throttling or suspension of access.
2. **Service Availability:** While Ola Maps strives to maintain uninterrupted service, users understand that the API may experience outages or downtimes, and Ola Maps will not be liable for any disruptions.

### 5. Termination of Access

Ola Maps reserves the right to suspend or terminate access to the Street Level Image API for any user who violates this policy or engages in activities that are deemed harmful to Ola Maps, its users, or the integrity of the platform.

### 8. Liability and Indemnification

1. **Indemnity:** Users agree to indemnify and hold Ola Maps harmless from any legal claims, damages, or liabilities arising from their use of the Street Level Image API in violation of this policy.

