



Schedule 1 – Specific Service Terms for SmartMap API Services

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*Note : This page is only for the internal endorsement purpose of this SST and it has to be removed/deleted when this SST are to be executed with the customers via Master Service Agreement.



**SCHEDULE 1
SPECIFIC SERVICE TERMS FOR SMARTMAP API SERVICES**

1. Incorporation of the terms and conditions applicable for SmartMap API Services

These Specific Service Terms, all appendices, amendments and supplements that may be entered into by the Parties from time to time shall be governed and incorporated into the Master Services Agreement between the Service Provider and the Customer upon its execution and/or when attached to or referenced to the Master Services Agreement and form an integral part of the Master Services Agreement between the Service Provider and the Customer and shall prevail in the event of any conflict or inconsistencies with the other provisions of the Master Services Agreement, to the extent of such inconsistencies.

2. Definitions

2.1 In these Specific Service Terms, the following words and expressions shall have the meanings hereby assigned to them unless expressly stated otherwise:

“Activation of Service” means the data on which the Service and the Customer’s Account (herein defined) are activated for the Customer by the Service Provider as more particularly described in Clause 4 hereunder

“Charges” means the charges payable by the Customer for the subscription to the relevant SmartMap API Services as specified in the relevant Specific Service Order;

“Expedite Fee” means additional/extra fees payable by Customer to Service Provider with regard to expedite delivery requested by Customer;

“API Content” means any content provided through SmartMap API Service, including map and point of interest data (including business listing), or any other content.

“Customer’s Account” means an account under the name of the Customer in relation to the Service subscribed by the Customer.

“Customer Content” means any content that the Customer provides in the Customer’s Website and/or Customer’s Application (as herein defined) including data, images, video or software. The Customer Content does not include API Content.

“Customer’s Website” means the Customer’s Website that uses the SmartMap API Services to obtain and display content in conjunction with the Customer’s Content.

“Customer’s Application” means the Customer’s software application that uses the SmartMap API Services to obtain and display content in conjunction with Customer’s Content.

“Extended Subscription Period” means additional subscription period of the SmartMap API Services as specified in the Specific Service Order which shall be renewed automatically upon submission of notice of extension of service renewal and/or payment of fee (in advance) from Customer to Service Provider upon expiry of the initial Subscription Period or exhaustion of allocated credits, or unless earlier terminated by either party hereto in accordance with the provisions of this Agreement.

“License Key” means a unique identifier used during authentication. It is provided to the Customer upon successful of account activation and must be installed into the Customer’s application or web server before the Customer can start using the SmartMap API Services.

“SmartMap API Services” is a map and location-based Application Program Interface (API) provided through Internet service that allows the Customer to embed the Service Provider’s map into the Customer’s web based or client application. The SmartMap API Service and the



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relevant SmartMap Website are operated and owned by the Service Provider. By registering and/or using the SmartMap API Service, the Customer is deemed to have acknowledged, accepted and agreed to be bound by this Agreement. The available SmartMap API Services packages are summarized in Annexure 1 hereof;

“Minimum Subscription Period” means the minimum subscription period of the Service as specified in the Specific Service Order and/or the terms there under or, in the absence of any specified minimum subscription period there under, a period of twelve (12) months from the Commencement Date of the Service.

- 2.1 In these Specific Service Terms, except where the context otherwise provides, all words and expressions defined in the Master Services Agreement shall have the same meaning when used in these Specific Service Terms.
- 2.1 Unless expressly stated otherwise, all references to Clauses and Appendices herein shall be construed as references to paragraph and appendices to these Specific Service Terms.

3. Scope and Application

- 3.1 These Specific Service Terms shall apply to the provision and supply of the SmartMap API Services to the Customer.
- 3.2 Subject to the punctual payment of the Charges in accordance with the payment terms under the Master Services Agreement and/or, as specified in the Specific Service Order in respect of the provision of the relevant SmartMap API Services at any one of the Sites, the Service Provider agrees to:
 - (a) complete the service activation of the relevant SmartMap API Services which is subscribed by the Customer; and
 - (b) provide the relevant SmartMap API Servicesin accordance with the terms and conditions herein, the Specific Service Order and the Master Services Agreement.
- 3.2 The Customer shall, upon the completion of the activation of the relevant SmartMap API Services, pay all Charges as may be due and payable (including, but not limited to the Expedite Fee, installation and technical charges) failing which the Service Provider shall have the option of withholding the provision of any part or all of the relevant SmartMap API Services to the Customer.

4. Activation of Service

- 4.1 Subject to the Specific Service Terms herein contained, the Customer's Account and the SmartMap API Service will be activated by Service Provider upon:-
 - (a) Receipt of full payment from the Customer of the rates based on the package subscribed, as agreed and stated in the Specific Service Order; or
 - (b) Receipt of Specific Service Order and other relevant document(s) required by Service Provider.



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5. Commencement of the SmartMap API Services

The SmartMap API Services shall commence on the Commencement Date, as specified in the Specific Service Order, which shall be the first day following the successful activation of the commissioning of the SmartMap API Services in accordance with Clause 4 hereinabove.

6. Subscription Period and Minimum Subscription Period

6.1 The Customer agrees to subscribe to the SmartMap API Services for duration of the Subscription Period, as specified in the Specific Service Order. The Subscription Period shall not in any case be less than the duration of the Minimum Subscription Period.

6.2 The Customer acknowledge and agree that In the event the Customer terminates the SmartMap API Services during the Minimum Subscription Period, the Customer shall be liable to pay the Service Provider the remainder of the Charges for the unexpired period remained in the Minimum Subscription Period, in accordance with Clause 12.4(b) of the Master Services Agreement.

6.3 This Agreement shall remain in full force and effect for the duration of the Subscription Period. Upon expiry of the Subscription Period or exhaustion of the allocated credits, the SmartMap API Service and this Agreement will be automatically be renewed on a yearly basis for another Extended Subscription Period, subject to submission of notice of extension of service renewal and payment of fee (in advance) from Customer to Service Provider unless earlier terminated by either party hereto in accordance with the provisions of this Agreement.

7. Security and Other Features

7.1 The Customer shall be responsible for maintaining the confidentiality of his Customer Account, user identification, username, passwords, if any, (including without limitation changing his passwords from time to time) or his License Key, as the case may be, and shall not reveal the same to any other person. Where user identification is necessary to access the SmartMap API Service, the Customer shall use only his user identification.

7.2 The Customer shall report to the Service Provider within twenty four (24) hours if the Customer Account, user identification, username or password or the License Key, as the case may be, is stolen or lost. Until such report has been made, the Customer shall be responsible for all transactions and access to the SmartMap API Service using the Customer's Account, user identification or password by any third party whether or not authorise by the Customer and the Service Provider shall not be held responsible for any prohibited and/or unauthorised use of the SmartMap API Service as provided in this Agreement.

8. Deprecation Policy

8.1 The Service Provider shall notify the Customer in such manner as the Service Provider shall deem appropriate if the Service Provider intends to discontinue or make backwards incompatible changes to the SmartMap API Service. The Service Provider will use its commercially reasonable efforts to continue to operate those SmartMap API Service versions and features without changes for such period as the Service Provider shall deemed reasonable unless (as the Service Provider determines in its reasonable good faith judgment):-

- (a) required by law or third party relationship (including if there is a change in applicable law or relationship); or
- (b) it could create a security risk or substantial economic or material technical burden.



9. Determination of Compliance

The Service Provider reserves the sole right and discretion to determine whether the Customer's use of the Smartmap API Service and/or the Customer Content and/or the Brand Features is in compliance with the terms and conditions of this Agreement.

10. Additional Indemnity

10.1 The Customer hereby agree to defend, indemnify, and hold the Service Provider and its affiliates harmless from any claim or liability arising out of the Customer's Website and/or Customer's Application; any claim or liability arising out of any use by Users of the Customer's Website and/or Customer's Application and; any claim or liability arising out of any claim that the Customer's Website and/or the Customer's Application or the Customer Content violates any applicable law, including but not limited to any claim that the Customer's Website and/or Customer's Application infringes the rights of a third party.

10.2 The Customer understands that the Service Provider shall not hold any responsibility to the Customer or to any third party's obligation under the terms and conditions in this Agreement.

11. Geolocation Privacy

11.1 The Customer's Website and/or the Customer's Application must notify the User in advance of the type(s) of data that the Customer intends to collect from the User or the User's device. The Customer's Website and/or the Customer's Application must not obtain or cache any User's location in any manner except with the User's prior consent. The Customer's Website and/or the Customer's Application must let the user to revoke the user's consent at any time.

11.2 If the Customer's Website and/or the Customer's Application provide the Service Provider with geolocation data, the geolocation data must not enable the Service Provider to identify an individual User.

11.3 If the Customer intends to obtain the User's location and use it with any other data provider's data, the Customer must disclose such requirement to the User.

12. API License Requirement & Restrictions

12.1 Requirements

12.1.1 The Customer will display all required attribution that provided by Service Provider (including TM One branding, link, logos, copyright and trademark notices) throughout the use of SmartMap API Service.

12.2 Restriction against Data Export and Copying

12.2.1 The Customer agrees that he cannot copy, scrape, translate, modify, or create a derivative work (including creating or contributing to a database) of, or publicly display any API Content or any part thereof except as explicitly permitted under this Agreement. The Customer further agrees that the following activities are prohibited:-

- (a) creating a server-side modification of map tiles;
- (b) stitching multiple static map images together to display a map that is larger than permitted in the SmartMap API Service documentation;
- (c) creating mailing lists or telemarketing lists based on the API Content;



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- (d) exporting, writing, or saving the API to a third party's location-based platform or service.

12.2.2 The Customer must not pre-fetch, cache, or store any API Content, except that the Customer may store:-

- (a) limited amounts of the Customer Content for the purpose of improving the performance of the Customer's Website and/or Customer's Application if the Customer do so temporarily (and in no event for more than 30 calendar days), securely, and in a manner that does not permit use of the API Content outside of the Service; and
- (b) any content identifier or key that the SmartMap API Service documentation specifically permits the Customer store. The Customer must not use the Customer Content to create an independent database of "places" or other local listings information.

12.2.3 The Customer must not use the SmartMap API Service in a manner that gives the Customer or any other person access to mass downloads or bulk feeds of any API Content, including but not limited to numerical latitude or longitude coordinates, imagery, visible map data, or places data (including business listings). The Customer is not permitted to offer a batch geocoding service that uses the Customer Content contained in the SmartMap API Service.

12.3 Restriction on the Types of Application

12.3.1 Unless obtained the Service Provider's written consent, the Customer is not permitted to use or provide any part of the Service or the API Content (such as imagery, geocoding, point of interest or property data) in the Customer's Website and/or Customer's Application that the Customer offers to other user and to create a Website and/or Customer's Application that re-implement or duplicates SmartMap API Service.

12.3.2 The Customer must not display any of the business listings content provided by the SmartMap API Service in any of the Customer's Website and/or Customer's Application that has the primary purpose of making available business, residential address or telephone directory listing.

13. API License Restrictions

13.1 The Customer must not modify, reorder, augment or manipulate search results in any way unless the Customer has indicated to the User that this has occurred.

13.2 The Customer must not modify, replace, obscure, or otherwise hinder the functioning of links to TM or third party websites provided in the Customer Content. For the avoidance of doubt, titles for place results must link to the applicable URL provided in the result, unless the title is intended to be selected only for purposes of navigation by the User accessing the Customer's Website and/or the Customer's Application from a device with appropriately space-constraining the Customer's interface options. In such cases, the title linking to the Service Provider-provided URL must be displayed as the top and primary link on the subsequent landing page or user interface component.

13.2.1 The Customer must not offer sublicense, transfer, or distribute or give access to API License to third party.

13.2.2 The Customer must not use any of the API Contents with a non-SmartMap API Maps.

14. Exclusion of Warranty



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- 14.1 The Customer expressly understand and agree that the Customer use of the SmartMap API Service and the Customer Content is at the Customer's sole risk and that the SmartMap API Service and the Customer Content are provided on "as is" and "as available" basis. The Service Provider, its subsidiaries and affiliates, and its licensors and their suppliers, do not represent or warrant to the Customer that:-
- (a) the Customer use of the SmartMap API Service will meet the Customer's or any User's requirements;
 - (b) the Customer or User's use of the SmartMap API Service will be uninterrupted, timely, secure or free from error;
 - (c) the information obtained by the Customer or any User as a result of the Customer's or User's use of the SmartMap API Service will be accurate or reliable; and
 - (d) the defects in the operation or functionality of any software provided to the Customer as part of the SmartMap API Service will be corrected.

15. Other Content on the Customer's Website

- 15.1 The SmartMap API Service may include hyperlinks to other websites or content or resources. Customer acknowledges that the Service Provider has no control over any web sites or resources that are provided by companies or persons other than the Service Provider. The Customer acknowledges and agrees that the Service Provider is not responsible for the availability of any such external sites or resources, and does not endorse any advertising, products, or other materials on or available from such websites or resources.
- 15.2 The Customer acknowledges and agrees that the Service Provider is not liable for any loss or damage that may be incurred by the Customer as a result of the availability of those external sites or resources, or as a result of any reliance placed by the Customer or Users on the completeness, accuracy, or existence of any advertising, products, or other materials on, or available from, such websites or resources.

16. End User Term and Privacy Policy

- 16.1 If the Customer develops a Customer's Website and/or the Customer's Application for the use by Users, the Customer must:
- (a) display to the Users of the Customer's Website and/or the Customer's Application the terms and conditions in this Agreement; and
 - (b) explicitly state that in the Customer's Website and/or the Customer's Application terms and conditions that, by using the Customer's Website and/or the Customer's Application, the Users are agreeing to be bound by the terms and conditions in this Agreement.

17. Representations and Warranties

- 17.1 The Customer hereby represents and warrants to and with the Service Provider that:
- (a) it has the necessary authority to perform its obligations under the Agreement and that the terms and conditions herein constitutes legal, valid and binding obligations on it and is enforceable in accordance with its terms thereof; and
 - (b) neither the acceptance of the Agreement nor the performance of any obligations herein contravene or constitute a default under any of its constituent documents or any agreement to which it is a party or by which any of its assets may be bound or



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affected, or cause to exceed any limitation on it or the powers of its directors or officers which may be imposed by or contained in any laws by which it or any of its assets may be bound or affected; and

- (c) it has not relied on any representations or warranties made by the Service Provider which has not been expressly stated in the Agreement.

17.2 The Customer hereby represents, warrants and/or undertakes to and with the Service Provider that it shall not misuse the Service Provider's Equipment and/or materials at the Customer's Premises including but not limited to the Service Provider's back up services. The Service Provider reserves the rights at its absolute discretion to charge the Customer additional charges over and above the Charges in the event of such misuse by the Customer.

17.3 The Customer hereby represents, warrants and/or undertakes to and with the Service Provider that the relevant SmartMap API Services provided by the Service Provider shall be used and operated by the Customer in a lawful manner and shall not be in contravention of any laws. Without limiting the generality of the foregoing, the words "use in a lawful manner" shall include, but is not limited to obtaining all necessary approvals, consents, permits, licenses and others of a similar nature which may be required from time to time under any applicable laws from the relevant authorities.

18. Helpdesk Support Services

After the commissioning of SmartMap API Service, the Service Provider shall provide the Helpdesk Support Services in accordance with the terms as specified in Annexure 2 hereof.

19. Disclaimer of Liability/Warranties except as Expressly Agreed

19.1 Customer acknowledges that the Service Provider makes no representations or warranties of any kind whatsoever in respect of the provision of the SmartMap API Services or their use, except as expressly provided under the Master Services Agreement.

19.2 The SmartMap API Service and the materials contained are provided on an "as is" and "as available" basis. The Service Provider makes no warranty of any kind, either expressed or implied, and expressly disclaims all implied warranties, including but not limited to warranties of accuracy, completeness and reasonableness of the SmartMap API Service for a particular purpose of the Customer. Further, The Service Provider does not warrant that the SmartMap API Service will not be interrupted or error-free.

19.3 Save for loss or damage due to injury or death arising from the gross negligence or willful default of the Service Provider, the Service Provider shall not be liable to the Customer for any direct and incidental loss, cost, claim, liability, expenses, demands or damages whatsoever (including any loss of profits, loss of savings or incidental or consequential damages), arising out of the Customer's failure or inability to use such Service or arising from the use of the SmartMap API Service as provided by the Service Provider hereunder. The Service Provider's liability (if any) is limited to restore the SmartMap API Service and if necessary to replace the defective materials in the Website.

19.4 The Service Provider shall not be liable to the Customer for any loss or any damages sustained by reason of any disclosure, inadvertent or otherwise in any information concerning the User Account particulars unless due to gross negligence or willful default of the Service Provider.

19.5 While every care is taken by the Service Provider in the provision of the SmartMap API Service, the Service Provider shall not be liable for any loss of information howsoever caused whether as a result of any interruption, suspension, or termination of the SmartMap API Service or otherwise, or for the contents accuracy or quality of information available, received or transmitted through the SmartMap API Service.



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- 19.6 The Customer shall be solely responsible, and the Service Provider shall not be liable in any manner whatsoever, for ensuring that in using the SmartMap API Service, all applicable laws, rules and regulations for the use of any telecommunications system, service or equipment shall be at all times complied with.



Annexure 1

SmartMap API Services Packages

The SmartMap API Services is a map and location-based Application Program Interface (API) provided through Internet service that allows the Customer to embed the Service Provider’s map and location data into the Customer’s web based, client application or mobile application.

- 1 The following summarizes the SmartMap API Services packages subscribed by the Customer:

No	Package	Credits
1	Tier 1	1 – 200,000
2	Tier 2	1 – 500,000
3	Tier 3	1 – 3,000,000
4	Tier 4	1 – 5,000,000

Table 1

All packages will get access to all endpoints available in SmartMap API Services.



Annexure 2

Helpdesk Support Services

The Helpdesk Support Service support hours are available:

During Business hours: 8.30 am – 5.30 pm

Business days: Monday – Friday (except Public Holiday)

Modes of communication

Support	Helpdesk Support Service
Phone	1-300-88-4627
Email	helpmap@tm.com.my

Table 2

- The support shall cover off-site API services troubleshooting and bug-fixing only.
- The SmartMap API Service is based on best effort basis and not subject to any rebate scheme or penalty.
- Schedule Outage / Maintenance

The Service Provider shall have the right to carry out the planned outage from time to time for the purposes of all SmartMap API related network, hardware and software maintenance provided that the Customer is notified for cooperation one (1) week in advance. The Customer may request for the date and time to be altered in which case every effort shall be made to accommodate the request.

- Unscheduled Outage / Maintenance

In extreme situation (unscheduled outage) that needs instant action, part of SmartMap API Services shall be taken down without notice. Nevertheless, every attempt shall be carried out to notify the Customer. Such emergency actions are only take when it will benefit the majority of the Customers and prevent a more serious outage.