

## **HERE Terms and Conditions for AWS Marketplace**

### **1. PARTIES**

You as used herein refers to you as a customer of HERE Materials who uses HERE Materials for your internal business purposes ("You" or "Your"). "HERE" or "HERE Contracting Party" refers to (i) HERE North America, LLC, 425 West Randolph Street, Chicago, Illinois 60606, USA or (ii) HERE Europe B.V. with offices at Kennedyplein 222-226, 5611 ZT Eindhoven, The Netherlands, if Your registered address is in a country not located within North America or South America.

### **2. ACCEPTANCE**

These HERE terms and conditions for AWS Marketplace, including the applicable documents set forth in Section 3 below and the agreement between You and Amazon Web Services, Inc. and its affiliates ("AWS"), form a legally binding agreement (the "Agreement") between You and HERE and governs Your access and use of HERE Materials made available to You by HERE via the HERE Platform available at platform.here.com (the "HERE Platform"). By using HERE Materials or by clicking "accept" or "agree", where such option is made available, You unconditionally accept the terms and conditions of the Agreement.

You may not access or use the HERE Materials if You (i) are not authorized to form a binding agreement as intended by this Agreement; or (ii) are prohibited from accessing or using HERE Materials under applicable laws, including the laws of the country in which You are registered, conduct business or from which You would access or use HERE Materials.

### **3. APPLICABLE DOCUMENTS**

This Agreement includes and consists of the following additional documents, which are incorporated by reference and include any future updates to these documents:

- a. Applicable Appendices
- b. HERE policies
  - i. HERE Acceptable Use Policy ("AUP") available at <https://legal.here.com/terms/acceptable-use-policy>;
  - ii. HERE Privacy Policy available at <https://legal.here.com/privacy>; and
  - iii. HERE Lifecycle Policy available at <https://www.here.com/docs/bundle/product-lifecycle-policy-policies/page/README.html>;
- c. HERE Supplier Terms available at <https://legal.here.com/terms/general-content-supplier-terms-and-notices>;
- d. HERE Data Processing Agreement ("DPA") available at [https://here-legal-files-prod.s3.amazonaws.com/files/HERE\\_Platform\\_Data\\_Processing\\_Agreement.pdf](https://here-legal-files-prod.s3.amazonaws.com/files/HERE_Platform_Data_Processing_Agreement.pdf), which applies to the processing of Personal Data as specified in the Appendices or Documentation; and
- e. other Documentation referred to in any of the above, or in the HERE Materials.

HERE Materials may include third party software that is subject to open-source software licenses or other similar requirements that HERE 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. HERE reserves the right to amend or replace such requirements as needed.

HERE Materials may include content from suppliers which are subject to the acknowledgements and terms available here or links to third party websites. You hereby agree to adhere to the terms applicable to such third-party content. HERE is not responsible for third party websites and a link to such website

does not imply any endorsement of such website. Additional terms of third-party content, products or services may apply where made accessible via HERE Materials.

#### 4. GRANT OF RIGHTS

##### 4.1 Your Use Rights

Subject to Your compliance with the terms of this Agreement and payment of applicable fees to the AWS for HERE Materials, You may:

- a. Access and use HERE Materials licensed to You via the HERE Platform subject to the Agreement and Documentation;
- b. 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 applicable Appendix, and Documentation;
- c. Use HERE Content only for the purposes and in a manner as specified in the relevant Exhibit, Documentation, or in a separate written agreement with the Partner; and
- d. Use other HERE Materials to which You have subscribed pursuant to Your agreement with AWS or HERE.

Subject to Your full and continued compliance with this Agreement and applicable laws, HERE grants You a non-exclusive, non-transferable, non-sublicensable, revocable, and limited license to access HERE Materials for Your internal business purposes only for the permitted use cases in Your Subscription Plan.

##### 4.2 Your Content

You may be able to submit Your Content or other information to HERE. Unless otherwise agreed between the Parties, You must own or otherwise control all rights, including copyrights, to Your Content and HERE does not claim ownership in Your Content.

By submitting Your Content to HERE, You grant HERE, its affiliates and its suppliers a world-wide, non-exclusive, sub-licensable, royalty-free, perpetual and irrevocable license to use, store, copy, publicly perform, display, distribute, modify and create derivative works from Your Content for the purposes of providing, promoting, monetizing and improving HERE Materials and other products and services by HERE, its affiliates, and its suppliers.

HERE may remove any content stored, sent or otherwise processed via HERE Materials if necessary to protect its rights or the rights of third parties. HERE may do so with immediate effect and without prior notice, but it will try to inform You in advance to give you reasonable time to mitigate the infringement itself. To the extent permitted by law, HERE shall inform You of any reports received from a third-party alleging infringement of their rights with respect to data uploaded by You.

##### 4.3 Feedback

You may provide HERE with any recommendations, suggestions, feedback, or other comments (collectively referred to as "Feedback") regarding the HERE Platform or HERE Materials. You grant HERE and HERE'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 the HERE Platform, HERE Materials, and other HERE products and services. You acknowledge that HERE may have similar development ideas as those that are included in the Feedback.

## 5 YOUR USE OF HERE Materials

- 5.1 Unless otherwise expressly stated in this Agreement, You are solely responsible for ensuring that Your Applications, Your Content, and Your use of the HERE Materials comply with all applicable laws (including, but not limited to, laws related to privacy, data protection, cybersecurity, and export controls and restrictions) and this Agreement. You are responsible for any noncompliance by You and/or Your End Users with Your obligations under this Agreement including the AUP. If any actual or suspected violation occurs, You will immediately terminate or suspend the End User's access to all HERE Materials.
- 5.2 If any personal data of End Users is delivered to HERE by the End User or through the End User's use of Your Application, or if End Users are directly connected to the HERE Services, You shall make the End User Terms and the HERE Privacy Policy available to End Users in Applications or product documentation in a manner that is enforceable by HERE. If the End User Terms and HERE Privacy Policy are made available on a map display, You may not obscure or block End Users' access to such terms. HERE 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 preceding sentence, 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 HERE Services through the use of the Application. You shall comply with the specific requirements and instructions for Applications and Results as specified in any Documentation.
- 5.3 You may not:
- a. Integrate HERE Materials 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 HERE Materials; and
  - b. Use HERE Materials 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.
  - c. Use non-HERE datasets with HERE Content or Results in Applications that are made available to End Users or third parties. Notwithstanding the foregoing, and subject to compliance with Section 4.4 b. below and Your license to HERE Materials for use in Applications, You may (i) layer Your Content and third-party content with HERE Content or Results for display purposes; and (ii) combine Your Content and third-party content with HERE Content or Results 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 HERE Content and non-HERE content can be distinguished and correct attribution can be provided. The HERE Content of Japan may only be used with Your Content and third-party content for point of interest (PoI), visual content or dynamic content incl. traffic.

- d. Expose HERE Materials 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 HERE Materials (or any part thereof); (ii) grant any licenses to any derivative works of any HERE Materials (or any part thereof); (iii) cause redistribution of the HERE Materials (or any part thereof) at no charge, as a condition for use, modification or distribution of such other material; or (iv) otherwise restrict or impact the licensing or other use of the HERE Materials (or any part thereof);
- e. Modify HERE Content and/or Results;
- f. Extract sales lead information, category-specific business listings, or mailing or marketing lists;
- g. Make any derivative works based on or using HERE Materials, reverse engineer, reverse compile, disassemble, or attempt to determine the source code of the HERE Materials;
- h. Use HERE Materials 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;
- i. Use HERE Materials for: (i) benchmarking of third-party data sets, or (ii) a reference to create, enhance, or improve a product or service competitive to HERE;
- j. Provide Results and/or HERE Content to another person or entity;
- k. Except as included in an Application, and as permitted in Your license grant from HERE, use HERE Materials to create, develop, enhance, test, or evaluate a platform, product or solution regardless of whether such platform, product or solution contains reference to any HERE Materials;
- l. Cache or store outside of the HERE Platform any Results that include anything from the use of HERE Content or Location Services for more than 30 days, except HERE Positioning services which cannot be cached or stored outside the HERE Platform for more than 24 hours, unless Results are used solely for Your internal testing, evaluation, or record retention for audit and legal compliance purposes;
- m. Cache or store any Results from HERE Content and Location Services for Japan (with the exception of Geocoding and Search as described in context of these services) for more than 24 hours;
- n. Create any Results that contain unenhanced or unmodified HERE Content or scaling one Request to serve multiple End Users;
- o. Use incorrect attribution of any information derived from the use of HERE Materials;
- p. Modify in any manner the annotation data (including but not limited to island names and sea names) and national boundary lines in Japan content included in HERE Content; and
- q. Use outdated versions of HERE Materials.

## 6 AVAILABILITY

HERE Materials may not be available in, or accessible from, all locations, regions, or territories. Without liability from HERE to You, HERE may suspend, limit, or throttle access to, and availability of, all or any portion of HERE Materials: (i) to address an emergency, misuse, or actual or perceived threat to the operation of HERE Materials; (ii) in the event of a breach of this Agreement, including a payment default; (iii) to comply with applicable laws, including trade compliance and export control laws and regulations; (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. HERE will inform You of such suspension or limitation without undue delay. HERE may amend, change, deprecate, or discontinue HERE Materials or any part thereof, from time to time by providing a notification to AWS or as described in the HERE Lifecycle Policy. Any such action will become effective on the date specified in the notification or the HERE Lifecycle Policy.

## 7 DELIVERY

You must subscribe to, or cancel, a Subscription Plan for HERE Materials via the AWS Marketplace. Upon subscribing to a Subscription Plan, You will be redirected to the HERE Platform, and You must register to gain access to the Location Services Access/APIs to enable access to the HERE Materials. The licensing of the HERE Materials will be between You and HERE. The AWS Marketplace acts as a marketplace between the parties and is (among other things) responsible for billing and payment for the HERE Materials on behalf of HERE according to the terms and conditions applicable to the AWS Marketplace between You and AWS.

## 8 FEES

Your access to and use of HERE Materials is subject to your timely payment of fees for HERE Materials to AWS as set forth in Your Subscription Plan. Fees may be subject to any additional terms associated with your Subscription Plan.

Your use of the HERE Materials is subject to the limits that are set forth in Your Subscription Plan. If You exceed the limits, overage fees will apply. You are responsible for monitoring Your own use of HERE Materials.

## 9 YOUR RECORDS AND TRACKING OF UNITS

You will keep information that is sufficient to demonstrate the scope of Your use and distribution of all HERE Materials for three (3) years. If pricing for HERE Materials is based on a unit of measure that is not tracked by HERE (e.g., assets or vehicles) or AWS, You shall track the number of such units, keep the respective records for three (3) years, and provide the records to HERE and/or AWS upon request.

## 10 TERM AND TERMINATION

The Agreement continues to apply until Your Subscription Plan is terminated or has expired in accordance with the Subscription Plan You have selected. Your Subscription Plan may be automatically renewed depending on the Subscription Plan You have chosen.

HERE may suspend Your access to HERE Materials and/or terminate (ontbinden) this Agreement or a Subscription Plan with immediate effect and without prior notice for any reason, including, but not limited to, the following:

- (i) You are in breach of the terms of this Agreement or Your agreement with AWS, including, but not limited to, Your failure to pay fees;
- (ii) HERE reasonably believes that You are in breach of applicable law;
- (ii) You or Your End Users have exceeded usage limits applicable to Your Subscription Plan(s); or
- (iv) You have not used HERE Materials for a period of six (6) months (in this case fees for any unused Subscriptions Plans are not refundable).

The provisions of the Agreement that are intended to survive termination, including all rights granted by You to HERE and Your indemnification of HERE, remain valid after termination.

You must immediately terminate or suspend access to any End User of the HERE Materials of which an End User is in violation of the End User Terms and You must do so also on HERE's request. In such case HERE may suspend You and Your End Users' access to the HERE Materials or terminate Your Subscription Plan or both.

## 11 EFFECTS OF TERMINATION

Immediately upon expiration or termination of the Agreement or Your agreement with AWS, Your right to use the HERE Materials ("Terminated HERE Materials") terminates automatically and You will no longer have access to the Terminated HERE Materials.

Immediately upon expiration or termination of the Agreement or Your agreement with AWS, You must (i) discontinue all use and distribution of the Terminated HERE Materials and HERE Marks; (ii) discontinue all distribution of and making available the Applications that use or include the Terminated HERE Materials or parts thereof; and (iii) uninstall, delete, and destroy all software, backup copies, and all other materials provided by HERE related to the Terminated HERE Materials.

Unless otherwise explicitly stated in the Agreement or provided by applicable law, expiration or termination of Your agreement with AWS for HERE Materials shall never result in an obligation for HERE to refund or return any payments You have made to AWS up until the moment of expiration or termination, nor shall expiration or termination affect accrued payment obligations.

HERE has no obligation to return Your Content and HERE will delete Your Content after expiration or termination of Your Subscription Plan.

## 12 USE OF MARKS AND MARKETING OPPORTUNITIES

12.1 You may not remove or obfuscate any HERE Marks or copyright notices affixed to or included in HERE Materials or Results. You will ensure that all HERE Marks and copyright notices are present in the HERE Materials and Result in accordance with HERE brand guidance (<https://brandlive.here.com/>). You must indicate that HERE is the owner of HERE Marks. All goodwill from the use of HERE Marks inures to HERE.

12.2 The Parties will discuss in good faith (i) the rights to use either Party's name and/or logo in either Party's marketing materials regarding the Parties' relationship, including referencing You as part of a list of HERE 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

HERE and its suppliers retain all intellectual property and other rights, title and interest in HERE Materials and in all other HERE products, content, software, documentation and/or other properties provided or used through HERE Materials.

## 14 REPRESENTATIONS AND WARRANTIES

Each party represents and warrants to the other that:

- a. It has all requisite power and authority to execute the Agreement and to perform its obligations hereunder;
- b. The execution and delivery of the Agreement will not conflict with or violate any other agreement to which it is a party; and
- c. It is not a party identified on any governmental export exclusion or denied party lists.

You represent and warrant that:

- a. You will comply with all applicable laws, the Agreement, any documentation, technical guidelines and other requirements as HERE may provide from time to time with respect to Your use of any of the HERE Materials, Your Content, HERE Content, HERE Services, Results, or parts thereof;
- b. You will implement and comply with appropriate data privacy and security measures in connection with Your collection, processing, transfer and use of personal data, if any, and that You have all necessary consents required for processing of such personal data in accordance with the Agreement;



- c. You will not violate, misappropriate, or infringe any intellectual property rights, rights of privacy, or rights of personality or any other right of any third party or of HERE;
- d. The Application and Your Content do not contain or distribute any viruses, spam, files, code malware or any other malicious software programs, technology or content that may harm or disrupt the operation of the HERE Materials or the HERE Services; and
- e. You will exercise all legally required care and diligence in connection with the design, manufacture, workmanship, testing, distribution and operation of the Application.

#### 15 EXCLUSION OF WARRANTY

EXCEPT AS OTHERWISE PROVIDED IN THESE TERMS, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PLATFORM AND HERE MATERIALS AND ANY PARTS THEREOF ARE PROVIDED ON AN "AS IS," AND "AS AVAILABLE" BASIS WITH ALL DEFECTS. YOUR USE OF THE HERE MATERIALS, HERE SERVICES, RESULTS AND ANY CONTENT IS AT YOUR SOLE RISK. HERE, ITS AFFILIATES, AND LICENSORS MAKE NO WARRANTY THAT THE PLATFORM OR HERE MATERIALS WILL BE UNINTERRUPTED, SECURE, OR ERROR FREE, OR THAT DEFECTS WILL BE CORRECTED. EXCEPT AS PROVIDED IN THE AGREEMENT, HERE, ITS AFFILIATES, AND THEIR LICENSORS SPECIFICALLY DISCLAIM, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ANY REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, REGARDING THE HERE PLATFORM AND HERE MATERIALS, 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. HERE IS NOT RESPONSIBLE FOR AND WILL NOT HAVE ANY LIABILITY FOR HARDWARE, SOFTWARE, TECHNOLOGY, OR ANY OTHER ITEMS OR SERVICES NOT PROVIDED BY HERE.

#### 16 CLAIMS

Notwithstanding anything contained elsewhere to the contrary, HERE disregards any and all claims made by You directly against HERE under this Agreement and/or related to or use of HERE Materials by You. You shall submit the claims, if any, related to HERE Materials or arising out of the use thereof by You to AWS. HERE will only consider the valid claims submitted to HERE by AWS.

#### 17 INDEMNIFICATION

You agree to defend, indemnify and hold harmless HERE and its affiliates, contractors, suppliers and licensors from and against all third party claims and all liabilities, assessments, losses, costs, damages, and attorneys fees resulting from or arising out of (i) Your breach of the Agreement, (ii) any use of the HERE Materials, HERE Services, HERE Content or any information or Results derived therefrom by You or any third party; and (iii) Your infringement or violation of any intellectual property rights or other rights of a third party. You hereby agree to fully cooperate as reasonably requested in the defense of any claim. HERE reserves the right to assume the defense and control of any claim that is subject to Your foregoing indemnification obligations.

#### 18 LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, HERE AND ITS AFFILIATES, CONTACTORS, SUPPLIERS, AND LICENSORS SHALL NOT BE LIABLE FOR LOST PROFITS, LOST REVENUES, LOSS OR RECOVERY OF DATA, OR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES OR EXPENSES OF ANY KIND. IN NO EVENT SHALL THE TOTAL LIABILITY TO YOU BY HERE OR ITS AFFILIATES, CONTACTORS, SUPPLIERS, OR LICENSORS, REGARDLESS OF THE LEGAL BASIS OF THE CLAIM (E.G. TORT, CONTRACT, OR OTHERWISE), EXCEED THE AMOUNT OF FIVE HUNDRED DOLLARS (\$500.00 U.S.). THE EXCLUSIONS AND LIMITATIONS OF LIABILITY IN THESE TERMS SHALL NOT APPLY TO DAMAGES AS A RESULT OF INTENT OR DELIBERATE RECKLESSNESS (OPZET OF BEWUSTE ROEKELOOSHEID) BY HERE.

## 19 EXPORT CONTROL AND ECONOMIC SANCTIONS

- 19.1 HERE Materials may be subject to export controls of various jurisdictions. You agree to comply with all applicable export control laws and regulations, including, without limitation, those of the United States, the United Kingdom, and the European Union ("Export Controls"). You are responsible for obtaining any required licenses or other authorizations for the export of HERE Materials, Hardware, any technology, and/or any Applications. You agree that You will not export or re-export, directly or indirectly, any HERE Materials, Hardware or any technology in any form, destined for any restricted or prohibited destinations, end users, or end uses, or cause HERE to do the same, without obtaining any prior authorizations required by the applicable Export Controls. With regard to the People's Republic of China (PRC), You shall not import into PRC any maps of PRC or in any way make PRC maps usable or available from Mainland China, unless You obtain prior approval from applicable PRC authorities. With regard to the Republic of Korea (South Korea), You shall not export or in any way transfer any map data of South Korea from South Korea unless You obtain prior approval from applicable South Korea authorities. To the extent any similar restrictions on the export of map data apply in other jurisdictions, You shall comply with all such restrictions and obtain any required authorizations.
- 19.2 You agree to comply with all applicable laws and regulations, including without limitation those of the United States, the United Kingdom, and the European Union, concerning trade restrictions, embargoes, and economic sanctions ("Sanctions Laws"). You represent and warrant that You are not a person subject to economic sanctions imposed by any relevant government entity, including a person designated on the Specially Designated Nationals ("SDN") and Blocked Persons List or any other economic sanctions laws administered by the U.S. Office of Foreign Assets Control ("OFAC"). You acknowledge that certain destinations may be subject to comprehensive embargoes maintained by the United States, the United Kingdom, the European Union, or other relevant authority or government entity. Under applicable Sanctions Laws, dealings with certain entities and persons, including SDNs and those owned fifty percent (50%) or more by SDNs, are restricted or prohibited. You shall not provide, directly or indirectly, any HERE Materials, Hardware, or technology to any embargoed destination or to any restricted or prohibited entity or person in violation of applicable Sanctions Laws, or cause HERE to do the same, without obtaining the required licenses or other authorizations from the relevant authority or government entity. You further agree and acknowledge that HERE may, without any penalty or other liability to You, suspend or cease its provision of products, services, or technology to You if You become a person or entity subject to Sanctions Laws that are applicable to HERE's products, services, or technology that are being provided to You, until (in the case of suspension) such sanction is withdrawn or You are otherwise exempted from the application of the relevant Sanction Law by the applicable authority.

## 20 YOUR USE OF HERE MATERIALS

Location or map data, directions or other features or content included in or accessible by HERE Materials may be inaccurate or incomplete and may depend on network availability. You and Your End Users need to rely on your own judgement and take into account the real-world conditions. You and Your End Users are responsible for your own conduct and must observe the local laws when using HERE Materials. HERE Materials are not intended to be relied upon in situations where precise data is needed or where inaccurate or incomplete data may lead to death, personal injury.

## 21 CHOICE OF LAW AND VENUE

This Agreement will be exclusively construed and governed by the laws of the State of Illinois, USA without regard to any conflicts of law provisions, provided that if HERE Europe B.V. is the HERE Contracting Party in accordance with Section 1, it will be construed and governed by the substantive laws of the Netherlands. Any dispute between You and HERE related to this Agreement or the use of HERE Materials



shall be submitted to the competent court in the State of Illinois, USA, provided that if HERE Europe B.V. is the HERE Contracting Party, in accordance with Section 1, such dispute will be submitted to the competent court in Amsterdam, the Netherlands. This exclusive designation of applicable law and forum shall leave unaffected Your rights under the mandatory laws (dwingend recht) of Your own country of residence in the European Union.

## 22 US GOVERNMENT END USERS

HERE Materials are "Commercial Items" as that term is defined at 48 C.F.R. 2.101 and may only be licensed to United States Government end users as Commercial Items in accordance with this Agreement.

## 23 COPYRIGHT INFRINGEMENT NOTICES

If You believe that Your copyrights have been infringed in HERE Materials You may provide a notice by (a) email with "Copyright Infringement Notice" in the subject line to [copyrightsnotices@here.com](mailto:copyrightsnotices@here.com), (b) by mailing a document titled "Copyright Infringement Notice" to HERE North America LLC, Attn: Copyright Agent/Legal Department, 425 W. Randolph Street, Chicago, Illinois 60606, USA or (c) via an online form, if available. In Your notice, You must:

- identify the original copyrighted work You claim is infringed;
- identify the content in HERE Materials that You claim is infringing the copyrighted work and where it is located;
- provide Your full name, mailing address, telephone number, and email address;
- provide a statement that You have a good faith belief that the disputed is not authorized by the copyright owner, its agent, or the law;
- provide a statement by You, made under penalty of perjury, that the information provided is accurate and that You are the copyright owner, or are authorized to act on behalf of the copyright owner of an exclusive right that is claimed to be infringed; and
- provide Your physical or electronic signature.

## 24 MISCELLANEOUS

This Agreement is between You and HERE, except to the extent explicitly mentioned otherwise in the Agreement. If a provision in the Agreement is not enforceable under applicable mandatory law (dwingend recht), then the unenforceable part of the provision shall be removed, and the other provisions remain in full force and effect. There will not be any waiver of HERE's rights unless expressly agreed to by HERE in writing. You may not assign or transfer Your rights and obligations under this Agreement with respect to HERE Materials without HERE's express written consent. HERE may assign its rights and obligations under this Agreement to its corporate parent, its subsidiaries, or to any company under common control with HERE. Additionally, HERE may assign its rights and obligations under this Agreement to a third party in connection with a merger, acquisition, sale of assets or by operation of law.

## 25 DEFINITIONS

- 25.1 **Affiliate** means (i) with respect to HERE, its holding company HERE International B.V. and any entity that directly or indirectly is Controlled by HERE International B.V. 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.
- 25.2 **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 or for You by Partner, that accesses or utilizes HERE Services or includes the HERE Content or parts of the SDK.

- 25.3 **Documentation** means any written materials and specifications for the HERE Materials or any parts thereof.
- 25.4 **End User(s)** means any entity or person who (i) receives or uses an Application or (ii) accesses all or any portion of the HERE Content or Services in or through an Application with no right to sublicense.
- 25.5 **End User Terms** means the HERE End User License Terms available at <https://legal.here.com/terms/here-end-user-terms>.
- 25.6 **HERE Content** means the map content and/or other content licensed to You as made available by HERE.
- 25.7 **HERE Marks** means trademarks, logos, service marks, trade names, and similar designations of HERE.
- 25.8 **HERE Materials** means, collectively, , HERE Services, HERE Content, SDKs, software tools, application programming interface (“APIs”), and/or other HERE products, software or services, and any associated Documentation, made available by HERE.
- 25.9 **HERE Services** means any services offered or made available by HERE to You and relevant Documentation (e.g., Location Services, administrative services, and web applications).
- 25.10 **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 re-instatements thereof, now or hereafter in force and effect worldwide.
- 25.11 **Location Services** means the HERE location services which return Results to End Users through an Application.
- 25.12 **Location Services Access/APIs** means the access and use of the licensed APIs for the Application through an application programming interface to access the Location Services as described in the Documentation.
- 25.13 **Request(s)** means each API call made to the respective HERE Services to request Results as initiated by an End User using an Application, excluding internal server requests in response to each API call.
- 25.14 **Result(s)** means each unique delivery of information delivered to an Application by the HERE Services in response to a Request, excluding link attributes which are not licensed under the Agreement but which may be made available (if explicitly agreed in writing) by HERE or an authorized HERE distributor in a separate offering.
- 25.15 **Software Development Kit (SDK)** means the software development kits, software libraries, and other software tools.
- 25.16 **Subscription Plan** means the subscription plan for any HERE Materials and/or an additional or alternative pricing or usage model as described in the AWS Marketplace, private offer, or any Documentation.
- 25.17 **Your Content** means anything, including, but not limited to, content, data, software, or information that You upload to the HERE Platform.

## APPENDIX 1

### TOOLS AND SDKS TERMS

This Appendix 1 defines the rights licensed to You by HERE for certain SDKs and software tools included in Your agreement with AWS. This Appendix 1 incorporates by reference the HERE Terms and Conditions for AWS Marketplace and Your agreement with AWS.

#### 1. GRANT OF RIGHTS

Subject to Your compliance with the Agreement and Your agreement with AWS and payment of the fees as described therein, HERE grants You, a non-exclusive, non-transferable, non-sub-licensable, revocable (on termination or expiration of these Terms), limited right to the following:

- a) Software Tools: You may download and copy the software tools and use such software tools for Your internal development and testing purposes for Your Application, as defined in the relevant Documentation.
- b) Open Standard Schema: You may download, copy, and use the Open Standard Schema in binary form to: (i) develop and integrate into Applications and (ii) distribute the Open Standard Schema, as integrated into Your Application, directly or through a distribution chain, to customer and End Users in accordance with the Documentation. Open Standard Schema refers to the SDII standard schema and/or other standard schema definitions and implementations as described in applicable Documentation.
- c) SDKs: You may use the SDKs in the form made available to You by HERE as follows:
  - i. download, copy, and use the SDKs for accessing the relevant HERE Services included in Your agreement with AWS;
  - ii. develop Your Applications and integrate relevant parts of the SDKs into Applications for the purpose of enabling such Applications to access the HERE Services or make use of HERE Content; and
  - iii. distribute the relevant parts of the SDKs as integrated into Your Applications, directly or through a distribution chain, to customer and End Users in accordance with the Documentation. Notwithstanding the foregoing, Applications where the Location Library and the Data Processing Library from HERE Data SDK for Java and Scala are integrated may only be used for commercial or production purposes, including distribution, only when the Applications are operated within the HERE Platform, which may require You to subscribe to Workspace Add-on.

#### 2. END USER TERMS

Certain SDKs may collect additional data when used in your Application, as described in available Documentation. You shall include the necessary communication to End Users of the HERE Service, including the required acceptance of terms and other communication, as described in the applicable Documentation and as required by applicable laws. Upon request from HERE, you shall provide evidence of such implementation to HERE.

## APPENDIX 2

### HERE LOCATION SERVICES TERMS

This Appendix 2 defines the rights licensed to You by HERE for Location Services included in Your agreement with AWS. For clarity, the only Location Services currently offered in the AWS Marketplace are the HERE Geocode and Reverse Geocode and HERE Asset Tracking. This Appendix 2 incorporates by reference the HERE Terms and Conditions for AWS Marketplace and Your agreement with AWS.

#### DEFINITIONS

**“Asset”** means, individually, a person (including the user of your application), an animal, a device, a piece of cargo, a means of transportation, a vehicle or any other object actively managed using HERE’s service.

**“Asset Management”** means, in relation to an Asset, the provision of any one or all of the following (i) locating, tracking and/or displaying on a map; (ii) provision of route calculations; and (iii) deriving of analytics; and (iv) alerts that inform drivers of potential hazards on the road such as incoming pedestrians, vehicle braking, dynamic hazards or potholes “Safety Enhancement Alerts.”

**“Asset Tracking”** means the tracking of Account-own mobile Assets which includes but is not limited to returnable or reusable Assets (e.g., truck, container, glass stillage, postage carriage), industrial Assets (warehouse: forklifts, tools etc., field: rental tanks, heavy field assets).

**“Authorized Device(s)”** means a physical device capable of network communication with HERE Tracking API for which a user has authorized access to the HERE Tracking API by binding the device ID (meaning a unique string used to identify the device on HERE Tracking) to his HERE account.

**“Customer Data”** means sensor (temperature, humidity, pressure, shock, light exposure, battery life, etc.), location, or any additional data reported by your Authorized Devices to the HERE Tracking cloud.

**“Location Sample”** means a collection of sensor data referring to one specific location including but not limited to GNSS, Wi-Fi, cell and Bluetooth Low Energy and sent to the HERE Tracking API by an Authorized Device.

**“Retention Period”** means the period of time that data sent by Authorized Devices is stored and accessible from HERE Tracking API services.

**“Safety Enhancement Alerts”** means alerts that inform drivers of potential hazards on the road such as incoming pedestrians, vehicle braking, dynamic hazards or potholes.

**“Usage Based Insurance (UBI)/Telematics”** means, in relation to an Asset, the analysis of post trip driving information which excludes, in particular but not limited to, real-time tracking and providing real-time alerts or feedback loop to the Asset; and

**“Optimization,”** means Asset Management and, in relation to one or more Assets, utilizing software or application(s) to calculate the order of destinations and or routes.

#### 1. SPECIFIC TERMS RELATED TO LOCATION SERVICES

1.1 Subject to Your compliance with the Agreement and Your agreement with AWS and payment of the fees as described therein, HERE grants You, a non-exclusive, non-transferable, non-sub-licensable, revocable, limited right to download the Location Services Access/APIs for the sole purpose of integrating APIs with Your Applications and distribute the Location Services Access/APIs as part of Your Applications.

1.2 Coverage of the HERE Location Services includes all territories for which HERE makes the service available excluding Mainland China, South Korea, and Russia.

1.3 You are liable for any unauthorized use of Application IDs (“App IDs”), including the fees accrued through such unauthorized use. You shall promptly notify HERE or AWS of any unauthorized use of App IDs.

1.4 In addition to the caching restrictions in Agreement, You may not use HERE Materials in a manner that pre-fetches, caches, or stores data or Results, except as explicitly allowed by the caching headers (HTTP/1.1 standard) returned by HERE Location Services.

1.5 You can only have one HERE Location Services – monthly transaction package Subscription Plan (small, medium or large).

1.6 Usage is tracked for each Subscription Plan. A Subscription Plan may have multiple App IDs.

1.7 You may cancel your Subscription Plan at any time before the end of the current billing period. The cancellation will take effect at the end of the current billing period and your current HERE Location Services – monthly transaction package will remain active until that time. You will not receive a refund for the current billing period.

**1.8 You shall not use any HERE Location Services – monthly transaction packages for any of the following use cases: Asset Management, Usage Based Insurance (UBI)/Telematics, and/or Optimization. If You use any HERE Location Services for any of the foregoing use cases without a Subscription Plan, HERE has a right to immediately terminate your Subscription Plan to the HERE Location Services – monthly transaction packages and reserves all of its rights and remedies that HERE may have under the Agreement, by law or in equity, none of which are waived and all of which are expressly reserved.**

2. ADDITIONAL SPECIFIC TERMS FOR HERE ASSET TRACKING SUBSCRIPTION PLANS AUTHORIZED BY HERE

2.1 Permitted Use Case: The HERE Materials may solely be used for Asset Tracking purposes. For avoidance doubt, you may not use the HERE Tracking API for estimated times of arrival (ETAs) or ETAs of any Asset.

2.2 Number of Assets: You represent and warrant that you do not manage more Assets than are reflected in your Subscription Plan. If the number of Assets you manage in a particular month exceeds your minimum monthly commitment, you must upgrade to a higher tier plan.

2.3 Fair Use:

a) You agree to use the HERE Tracking API in strict compliance with its documentation and implementation guidance and in accordance with the purpose defined therein. You represent and warrant that the use of the HERE Tracking API will not disrupt the provision of the HERE Location Services or generate extreme peak usage detrimental to HERE.

b) For reference, the expected fair use is defined in the table below. HERE reserves the right to provide you with further implementation guidance to prevent or correct any usage more than the expected fair use and you agree to conform with such updated implementation guidance.



Expected Fair Use – Transaction (location samples) limits per Asset per day		
Product Name	Feature Name	Up to 144 location samples per day per asset
HERE Tracking	Asset Tracking	144

2.4 **Retention Data:** The Retention Period for HERE Asset Tracking API trace and event data is one (1) month.

2.5 **Customer Data:** Customer Data reported by your Authorized Devices to the HERE Tracking cloud can be stored on your servers for perpetual use. Upon expiration of the Subscription Plan, Customer Data generated from the HERE Tracking API on HERE's Tracking cloud will be deleted.

### 3. ADDITIONAL SPECIFIC TERMS FOR HERE TOUR PLANNING SUBSCRIPTION PLANS AUTHORIZED BY HERE

3.1 **Permitted Use Case:** The HERE Materials may solely be used for Optimization purposes.

3.2 **Number of Assets:** You represent and warrant that you do not manage more Assets than are reflected in your Subscription Plan. If the number of Assets you manage in a particular month exceeds your minimum monthly commitment, you must upgrade to a higher tier plan. Fees are charged per Asset according to the quote you accepted.

#### 3.3 Fair Use:

a) You agree to use HERE Tour Planning API in strict compliance with documentation, implementation guidance and in accordance with the purpose defined therein. You represent and warrant that your use of the HERE Tour Planning API will not disrupt the provision of HERE Tour Planning or generate extreme peak usage detrimental to HERE.

b) For reference, the expected fair use of Transactions is set forth in the table below. HERE reserves the right to provide you with further implementation guidance to prevent or correct any usage in excess of the expected fair use and you agree to conform with such updated implementation guidance. If you exceed the Transaction limit set forth below, the Subscription Plan you purchased through AWS Marketplace will stop functioning for the remainder of the month.

Expected fair use of Transactions:

Expected Fair Use - Subscription Plan Transaction Limit Per Month Per Asset		Overage Fee	
Feature Name	AWS Marketplace Plans	€ Per Transaction	\$ Per Transaction
Tour Planning	Starter, Basic, or Pro	€0.026400	\$0.033000

## APPENDIX 3

### HERE CONTENT TERMS

If You have subscribed to HERE Content, the terms of this Appendix 3 apply and describe the rights granted to You by HERE for Your use and access to the specific HERE Content. This Appendix 3 incorporates by reference the HERE Terms and Conditions for AWS Marketplace and Your agreement with AWS.

#### DEFINITIONS

**“Asset”** means, individually, a person (including the user of your application), an animal, a device, a piece of cargo, a means of transportation, a vehicle or any other object actively managed using HERE’s service.

**“Asset Management”** means, in relation to an Asset, the provision of any one or all of the following (i) locating, tracking and/or displaying on a map; (ii) provision of route calculations; and (iii) deriving of analytics; and (iv) alerts that inform drivers of potential hazards on the road such as incoming pedestrians, vehicle braking, dynamic hazards or potholes “Safety Enhancement Alerts.”

**“Geographic Information System (GIS)”** means an Application that analyzes, processes or visualizes (or any combination of thereof) information in order to manage land use, natural resources, environment, urban or enterprise facilities, communications or utility networks or any other fixed assets (e.g., buildings, cable networks).

**“Route Guidance”** means providing individual maneuvers and/or individual maneuver alerts along the route in real-time, includes the automatic recalculations of the route if an End-User deviates from the original route.

**“Safety Enhancement Alerts”** means alerts that inform drivers of potential hazards on the road such as incoming pedestrians, vehicle braking, dynamic hazards or potholes.

**“Usage Based Insurance (UBI)/Telematics”** means, in relation to an Asset, the analysis of post trip driving information which excludes, in particular but not limited to, real-time tracking and providing real-time alerts or feedback loop to the Asset; and

**“Optimization”** means Asset Management and, in relation to one or more Assets, utilizing software or application(s) to calculate the order of destinations and or routes

#### 1. HERE CONTENT AVAILABILITY

##### 1.1 Samples of HERE Content

HERE may make samples of HERE Content (“Samples”) available to You solely for Your internal testing and evaluation purposes for the limited period of time set forth in your Subscription Plan. You may not use the Samples for any other purposes, including, but not limited to, using Samples for any commercial purpose or distributing or otherwise providing it to any other parties. You may only evaluate Samples for one (1) month unless otherwise specified in your Subscription Plan. Upon expiration or termination of your Subscription Plan for the Samples, HERE will stop providing you with access to the provided Samples

in the AWS Marketplace and You must (i) discontinue all use and distribution of the Samples and (ii) uninstall, delete, and destroy all copies of the Samples provided by HERE.

## 1.2 HERE Content

HERE may make HERE Content available to You for commercial purposes through Your agreement with AWS and HERE. HERE Content may be subject to additional terms, including, but not limited to, the description of permitted use cases and fees. HERE Content will be made available to You only after You approve and accept such additional terms.

## 2. RESTRICTIONS

Unless otherwise permitted in Your agreement with AWS, the use of HERE Content is solely for Your internal evaluation and testing purposes. You may not create, distribute, sublicense, or otherwise make available any HERE Content or Results. HERE Content for certain countries or areas of territories may be incomplete and will only be available upon general release by HERE.

## 3. ADDITIONAL SPECIFIC TERMS FOR HERE GIS DATA SUITE SUBSCRIPTION PLANS AUTHORIZED BY HERE

3.1 Permitted Use Case: You may only use the HERE Content for Geographic Information System (GIS).

3.2.1 Restrictions: In addition to the restrictions set forth in Section 5.3 of this Agreement, You may not:

- (i) integrate the HERE Content into a 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 display screens installed in the vehicle (including a windshield display);
- (ii) use the HERE Content for or in connection with any systems or functions for automatic or autonomous control of 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;
- (iii) use the HERE Content in Applications for
  - managing unmanned ground or aerial vehicles (such as drones); and/or
  - managing and/or optimizing a plurality of vehicles together into a platoon, generating platooning plans (pre-scheduled or ad-hoc), platoon routes, platoon stops, and a platoon target arrival times; and
- (iv) use the HERE Content for Asset Management, Optimization, Usage Based Insurance (UBI)/Telematics, or Route Guidance.

## 4. END USER TERMS

In all instances where any portion of the HERE Content is delivered to End Users, You must provide End Users with conspicuous notice and access to, and cause each End User to assent to the End User terms (referenced below) in such a manner that the End User terms are enforceable against the End User by HERE, prior to such End User's access to any portion of the HERE Content. End User terms will not be less restrictive, and no less protective of HERE than these Terms, and will, at a minimum, include the below provisions:

- 1) restrict use of the HERE Content to the End User's own use with the Application;
- 2) prohibit use of the HERE Content with geographic data from competitors of HERE;
- 3) prohibit reverse-engineering and archiving of the HERE Content;
- 4) prohibit any export of the HERE Content (or derivative thereof) except in compliance with applicable export laws, rules, and regulations;
- 5) require the End User to cease using the HERE Content if the End User fails to comply with the terms and conditions of the End User terms;
- 6) provide notice to the End User of the applicable regulatory and third-party supplier restrictions and obligations (including copyright notices), which may be satisfied by including a link to a URL to be hosted by HERE, which is currently contained at <https://legal.here.com/terms/general-content-supplier/terms-and-notice/> (or as notified by HERE to you);
- 7) if applicable, provide notice to United States Government End Users (and others who wish to claim similar rights) that the HERE Content is a "commercial item," as that term is defined at 48 C.F.R. 2.101, and is licensed in accordance with the End User terms under which the HERE Content is provided;
- 8) affirmatively disclaim any warranties, express implied or otherwise, of quality, performance, merchantability, fitness for a particular purpose, and non-infringement;
- 9) affirmatively disclaim liability for any claim, demand, or action, irrespective of the nature of the cause of the claim, demand, or action, arising out of the use or possession of the HERE Content; or for any loss of profit, revenue, contracts or savings, or any other direct, indirect, incidental, special or consequential damages arising out of the use of, or inability to use, the HERE Content, any defect or inaccuracy in the HERE Content, or the breach of these terms or conditions, whether in an action in contract or tort or based on a warranty, even if you, HERE, or their affiliates or suppliers have been advised of the possibility of such damages.
- 10) do not make or imply any warranties on behalf of HERE its affiliates or their data suppliers or provide any right of liability or indemnity against HERE its affiliates or their data suppliers; and
- 11) include any legally required and otherwise appropriate instruction, warnings, disclaimers, and safety information relating to the use of the Application.