



GENERAL LICENSE AGREEMENT v2.0

This General License Agreement includes and incorporates each Supplement signed by the Parties, Addenda and any other documents referenced herein such as the HERE Policies (collectively, the “**Agreement**”).

Parties:	Customer: Click or tap here to enter text. Address: Click or tap here to enter text. VAT or company registration number (as applicable): Click or tap here to enter text. Phone: Click or tap here to enter text. (“ Customer ”)
	HERE Europe B.V. located at Kennedyplein 222-226, 5611 ZT Eindhoven, The Netherlands. Attention: Managing Director Phone: +31-407441242 HERE North America, LLC, located at 425 W. Randolph, Chicago, IL 60606-1530, U.S.A. Attention: Legal Department Phone: +1-312-894-7000 (“ HERE ”)
Effective Date:	Click or tap here to enter text. If no date is specified, the Effective Date will be date of last signature by the Parties below.
Term:	From the Effective Date until expiration or termination of all Supplements, unless sooner terminated under clause 4 of the Agreement (“ Term ”).

Agreed and accepted as of the Effective Date by each Party’s authorized representatives:

Customer	
Signature:	
Name:	
Title:	
Date:	

Choose an item.	
Signature:	
Name:	
Title:	
Date:	

1 LICENSE GRANTS

- 1.1 License Supplements. The Parties may enter into one or more license supplements or other documents under this Agreement which specify the HERE products and/or services, a description of the Permitted Use Case(s) and any applicable fees (each, a “**Supplement**”), as applicable.
- 1.2 License Rights. Subject to Customer’s compliance with the Agreement, unless otherwise specified in a Supplement, HERE grants to Customer a non-exclusive, non-transferable, non-sublicensable (unless otherwise permitted herein), revocable (on termination for breach or expiration of this Agreement or the applicable Supplement), limited license during the Term to use the Licensed Materials solely for the Permitted Use Case to:
 - a) develop Application(s) and
 - b) make available and distribute the Application(s) directly or indirectly to End Users.

- 1.3 **Restrictions.** Unless expressly permitted in a Supplement, in addition to any other terms and restrictions set forth in the Agreement, Customer may not:
- (1) use the Licensed Materials in or with Applications lacking any legally-required and otherwise appropriate instructions, warnings, notices and safety information; or
 - (2) use or combine any Licensed Materials with any other material or otherwise that may subject the Licensed Materials to any open source software, open content, open database, licenses or other resembling terms where such licenses or terms would (a) cause the disclosure or distribution of the Licensed Materials (or any part thereof); (b) grant any licenses to any derivative works of any Licensed Materials (or any part thereof); (c) cause redistribution of the Licensed Materials (or any part thereof) at no charge, as a condition for use, modification or distribution of such other material; or (d) otherwise restrict or impact the licensing or other use of the Licensed Materials (or any part thereof).
- 1.4 **Layering.** Unless otherwise agreed to by HERE, Customer may not combine datasets with or make any modifications, adaptations, additions or alterations to content provided by HERE, except Customer may layer its own content and third-party content (including points of interest, visual content and dynamic content, including traffic) on top of HERE Content, provided that the origin of the non-HERE content can be distinguished by including correct attribution.
- 1.5 **Sublicensing.** Where expressly permitted in a Supplement, all sublicenses shall be granted under a written agreement with terms no less restrictive, and no less protective of HERE, than the Agreement. Customer shall remain liable under this Agreement for acts and omissions of sublicensees, and a breach of the terms hereof by a sublicensee shall be deemed a breach by the Customer.
- 1.6 **Subcontractors.** Any license granted in a Supplement includes Customer's subcontractor(s) for the purposes of developing, prototyping, testing, maintaining and supporting Application(s), so long as subcontractors are under written agreements no less restrictive and no less protective of HERE than this Agreement. Customer shall remain liable under this Agreement for acts and omissions of subcontractors, and a breach of the terms hereof by a subcontractor shall be deemed a breach by the Customer.
- 1.7 **Acceptable Use and Supplier Terms.** The HERE Acceptable Use Policy (<https://legal.here.com/en-gb/terms/acceptable-use-policy-2019>) and the General Content Supplier Terms and Notices (<https://legal.here.com/terms/general-content-supplier-terms-and-notice>) apply.
- 1.8 **Support.** HERE shall provide the level of support services, if any, as specified in an applicable Supplement.

2 CUSTOMER RECORDS, REPORTING AND AUDIT

- 2.1 Customer shall, for each individual Application or other Customer offering and for three (3) years after any fees accrue, keep records concerning (i) the number of units of measure agreed under the respective Supplement (such as Assets, Monthly Active Users etc.) (unless otherwise specified in a Supplement or Addendum); and (ii) information sufficient to demonstrate the scope of use and distribution of the Licensed Materials.
- 2.2 On or before the 10th day of each calendar month, Customer shall provide HERE with a written fee report of Customer-reported units of measure for the previous month ("**Sell-out Report**"). The Sell-out Report shall set forth the fees, the units of measure (e.g. Assets, Monthly Active Users, etc.), any applicable discount, currency and other information HERE may request. Customer shall provide HERE with monthly Sell-out Reports even if no fees are due.
- 2.3 HERE may verify Customer's compliance with the Agreement, including but not limited to fees, by inspecting Customer's records on Customer's premises upon 30 days' prior written notice and without causing unreasonable disruption. Any inspection will occur within three (3) years following the due date of the applicable fee and will be at HERE's expense, except as follows: If the inspection determines that the Customer has underpaid, Customer will pay the difference plus interest within 30 days of the completion of the inspection; and if underpayment is 5% or more of the inspection findings, Customer shall, within 30 days of the completion of the inspection, pay the difference plus interest, and reimburse HERE the cost of the inspection. This Section 2.3 shall survive expiration or termination of the Agreement for a period of three (3) years.

3 FEES AND TAXES

- 3.1 Customer will pay all fees and other charges due to HERE agreed between the Parties in a Supplement or other document. Unless otherwise set out in the Supplement, each payment is due 30 days from the invoice date. Amounts not paid when due will accrue interest at a rate of the lesser of 1.5% per month or the highest rate allowed by law.



3.2 All fees are nonrefundable and exclusive of applicable taxes and duties, including sales tax and VAT and any income taxes calculated on HERE's net income, for which HERE is solely responsible. If Customer is required by law to withhold taxes based upon HERE's revenue, Customer may deduct such tax from the fees payable to HERE and remit them to the appropriate government authorities provided that: (i) Customer may only deduct such tax to the extent that the revenue pertains to fees paid by Customer to HERE; (ii) such deduction is in accordance with the valid tax treaty rates between the countries where the Parties reside; and (iii) Customer shall promptly send HERE a certificate showing the payment of such tax. Customer shall notify HERE of any deduction or withholding required by law.

4 TERMINATION

Either Party may terminate the Agreement and/or Supplement(s) by written notice (i) due to an uncured material breach after thirty (30) days written notice, or immediately if such material breach cannot be remedied, or (ii) bankruptcy, insolvency or assignment for the benefit of creditors. Within thirty (30) days following termination or expiration of the Agreement, Customer will (a) discontinue use and distribution of all Licensed Materials and HERE Marks; and (b) return, remove or destroy (with certification) the Licensed Materials.

5 CHANGES TO LICENSED MATERIALS

Subject to the time periods specified in the relevant Addendum or Supplement (except where a faster response is required to mitigate an emergency or threat to HERE's operations, to comply with applicable laws, to respond to requests or demands of a government or regulatory entity or concerning third party privacy or intellectual property rights), HERE may change, discontinue, limit or remove functionality of certain Licensed Materials at any time. HERE will work in good faith with Customer to mitigate any material disruption to the Licensed Materials resulting from such changes.

6 USE OF MARKS

6.1 HERE Marks. Customer shall publish HERE's Marks adjacent to HERE Content or Results, in accordance with HERE brand guidance located at <https://brandlive.here.com/>. Customer may not remove any trademark symbols (®, ™ & etc.) affixed to or included in HERE Content or Results delivered through Licensed Materials. Customer must indicate that HERE is the owner of HERE Marks. All goodwill from the use of HERE Marks inures to HERE.

6.2 Co-Promotion/Marketing Opportunities. During the Term of this Agreement, the Parties will make good faith efforts to discuss mutually agreeable terms and/or language for additional use of either Party's name or brand/logo in either Party's external marketing materials regarding the Parties' relationship, including referencing Customer among a list of HERE customers that use HERE products and services. Any such use of either Party's name or brand/logo used in any publicity materials are subject to the other Party's prior review and express written consent.

7 INTELLECTUAL PROPERTY RIGHTS

All right, title, and interest in and to the Licensed Materials (including any information comprising ideas, suggestions, complaints, relating thereto) are the property of HERE or its licensors and no part thereof shall be considered a "work made for hire" or a work made in the course of employment unless explicitly agreed to in writing. Except as explicitly granted in clause 1.2 or a Supplement, no other rights or licenses, express or implied, are granted under the Agreement, including any technologies that may be necessary for the use or enablement of the Licensed Materials by Customer. No ownership of any Intellectual Property Rights relating to the Licensed Materials, HERE Marks or any other product, service, information or material provided by HERE to Customer is assigned or transferred to Customer. The structure, organization, and code of the Licensed Materials and the products and services provided by HERE are the valuable trade secrets and Confidential Information of HERE, its licensors and/or Affiliates.

8 WARRANTIES; EXCLUSION OF WARRANTIES

8.1 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; (iii) its execution of the Agreement 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.

8.2 EXCEPT AS OTHERWISE PROVIDED IN THE AGREEMENT, TO THE EXTENT PERMITTED BY LAW THE LICENSED MATERIALS AND ANY HERE PRODUCTS AND HERE SERVICES ARE PROVIDED ON AN "AS IS," AND "AS AVAILABLE" BASIS WITH ALL DEFECTS. HERE, ITS AFFILIATES AND LICENSORS MAKE NO WARRANTY THAT THE LICENSED MATERIALS OR SERVICE 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 LAW, ANY REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, REGARDING THE LICENSED MATERIALS OR SERVICE, 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 HAVE NO LIABILITY FOR HARDWARE, SOFTWARE, TECHNOLOGY, OR OTHER ITEMS OR ANY SERVICES NOT PROVIDED BY HERE.

9 INDEMNITY

- 9.1 Indemnification by HERE. HERE (as “**Indemnitor**”) agrees to (a) defend Customer and its Affiliates, contractors and suppliers (as “**Indemnitees**”) from and against any third party claims alleging that Licensed Materials provided by HERE under a Supplement infringes or misappropriates such third party’s intellectual property rights, and (b) will indemnify and hold harmless Indemnitees against any damages, attorney fees and costs finally awarded to the extent they result from such claims.
- 9.2 Indemnification by Customer. Customer (as “**Indemnitor**”) agrees to (a) defend HERE and its Affiliates, contractors and suppliers (as “**Indemnitees**”) from and against any third party claims alleging that any content, Applications or instructions provided by Customer infringes or misappropriates such third party’s intellectual property rights, and (b) will indemnify and hold harmless Indemnitees against any damages, attorney fees and costs finally awarded to the extent they result from such claims.
- 9.3 The indemnification obligations of the Parties specified above are subject to the following conditions: Indemnitee must (i) promptly notify the Indemnitor in writing; (ii) give the Indemnitor control over the defense of such claims; (iii) reasonably cooperate in the defense at Indemnitor’s expense, and (iv) not enter into any settlement and/or acknowledge any liability without the prior written consent of the Indemnitor, which consent shall not be unreasonably withheld. Notwithstanding subsection (ii), Indemnitee may, at its own expense, select its own counsel to independently monitor and participate in any such defense.
- 9.4 If HERE determines action is needed to avoid potential infringement, HERE may, at its expense: (i) procure for Customer the continued right to the Licensed Materials; (ii) replace or modify the Licensed Materials, in whole or in part with functionally equivalent Licensed Materials, or (iii) request Customer to discontinue use of the Licensed Materials, in whole or in part, subject to a refund by HERE of the pro-rated amount of the fees for the discontinued Licensed Materials received by HERE from Customer under the relevant Supplement.
- 9.5 HERE shall have no liability or obligations under this clause 9 if the claim, judgment or settlement is based on (i) any use or combination of the Licensed Materials with software, services, technologies or other material provided by or on behalf of Customer by a party other than HERE; (ii) any unauthorized modification of the Licensed Materials, or modifications done by HERE pursuant to a Customer specification; (iii) Customer continuing any allegedly infringing activity after being notified of any such allegedly infringing activity or after being informed of or provided with replacement Licensed Materials that would have avoided the alleged infringement; (iv) Customer’s breach of the license restrictions and rights granted under the Agreement or (v) the Application except where the claim is based wholly on the Licensed Materials.
- 9.6 Notwithstanding anything to the contrary in the Agreement, this clause 9 shall be the sole and exclusive remedy for Customer by HERE regarding third party Intellectual Property Rights infringement claims.

10 LIMITATION OF LIABILITY

- 10.1 To the extent permitted by law, except in cases of (i) intentional misconduct or gross negligence, (ii) death, personal injury or physical property damage, (iii) breach of a nondisclosure obligation under 11.1, or (iv) breach of the scope of the licenses granted herein: Neither Party shall be liable to each other for any loss of profit, goodwill or any indirect, special, consequential, incidental or punitive damages or expense of any kind, howsoever arising under the Agreement even if advised of the possibility of such damages.
- 10.2 To the extent permitted by law, except in cases of (i) intentional misconduct or gross negligence, (ii) death, personal injury or physical property damage, (iii) breach of a nondisclosure obligation under 11.1, or (iv) breach of the scope of the licenses granted herein: For any and all claims brought under the Agreement, 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 Customer under the Supplement in the 24 months preceding the first incident from which the claim arose. The foregoing limitations will not apply to Customer’s payment obligations or to either Party’s indemnity obligations under Section 9.

11 CONFIDENTIALITY

- 11.1 Unless a separate Non-Disclosure Agreement is in effect between the Parties and except as expressly permitted, each Party will hold in confidence and not use or disclose any Confidential Information received hereunder. 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 herein. Confidential Information will be treated in the same manner that the receiving party protects its own proprietary information of a similar nature.
- 11.2 Upon termination of the Agreement 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. There shall be no obligation to treat as Confidential Information any information the receiving Party can document: (a) is or has become readily publicly available without restriction through no fault of the receiving Party or its employees, Affiliates or agents; (b) is received without restriction from a third party lawfully empowered to disclose such information; (c) was rightfully in the possession of the receiving Party without restriction prior to its disclosure by the other Party; or (d) was independently developed by employees or consultants of the receiving Party without access to Confidential Information.
- 11.3 A Party may disclose Confidential Information received from the other Party to the extent it is required to be disclosed by law or by judicial or regulatory process, provided that the receiving Party gives prompt notice of the requirement of the disclosure (where it is lawful to do so) to the disclosing Party to allow the disclosing Party a reasonable opportunity to seek a protective order before the required disclosure, and to the extent lawful and practical to do so, consult with the disclosing Party as to the disclosure requirement with a view to agreeing the extent, content, and timing of the disclosure.

12 GENERAL

- 12.1 Notices. All legal or default notices or notifications must be written, delivered by hand or overnight/express mail addressed at the address of the other Party set forth in the beginning of the Agreement. Any Party shall inform the other Party about changes to their address without undue delay. Such notices shall be effective upon receipt.
- 12.2 Export Control. Customer agrees to comply with all applicable export control and sanctions laws and regulations of the United States of America, of member States of the European Union, and any other relevant country ("**Export Control Laws**"). Customer will not violate, and will not cause HERE to violate, any Export Control Laws (e.g., by shipping or supplying goods or services to or from sanctioned countries). Licenses or other authorizations required for the export of Customer's goods or services will be the responsibility of Customer. Customers will not transfer or export the navigable map data of PRC out of Mainland China unless approved by applicable PRC authorities. Customer will not export or in any way transfer the HERE Content for the Republic of Korea (South Korea) outside of the Republic of Korea (South Korea).
- 12.3 Assignment. A Party may assign the Agreement to an Affiliate, or any entity that acquires substantially all its operations, stock, or assets and agrees in writing to be bound by this Agreement. Any other transfer or assignment is not permitted except with the prior written consent of the non-assigning Party.
- 12.4 Severability. If any provision of the Agreement is held to be unenforceable, the remaining provisions shall be unaffected and enforceable as though the unenforceable provision had not been included.
- 12.5 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 the Agreement.
- 12.6 Force Majeure. Excluding payment, confidentiality and indemnification obligations, neither Party shall be liable to the other for a failure to perform any of its obligations under the Agreement due to circumstances beyond its reasonable control, provided such Party notifies the other of the delay.
- 12.7 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.
- 12.8 Governing Law. The Agreement shall be construed and governed by the substantive laws of the Netherlands if HERE Europe B.V. is the signatory; and by the substantive laws of the State of Illinois, USA, if HERE North America LLC is the

signatory, without giving effect to any conflict of law provisions. The United Nations Convention of Contracts for the International Sale of Goods is not applicable to the Agreement.

- 12.9 Dispute Resolution. Any dispute between the Parties as to matters covered by the Agreement, or the validity, enforceability or interpretation thereof such dispute shall be submitted to the competent court in Amsterdam, the Netherlands, if HERE Europe B.V. is the sole signatory; otherwise to the competent court in the State of Illinois, USA, without prejudice to Parties' right to appeal or cassation. Either Party may seek immediate injunctive relief in any court of competent jurisdiction.
- 12.10 Entire Agreement. The Agreement, Addenda, Supplements, the HERE Policies, and any other documents expressly referred to herein, together constitute the entire agreement between the Parties regarding the subject matter hereof. The Agreement supersedes all prior oral or written communications, representations, undertakings and agreements of the Parties relating to the subject matter of the Agreement. The Agreement may be modified only by a written amendment duly executed by the Parties. The Agreement may be signed in duplicate originals, or in separate counterparts, which are effective as if the Parties signed a single original. Facsimile or scanned signature transmitted by one Party to the other Party are effective as if the original was transmitted.
- 12.11 Survival. Sections 1.7, 3, and 7 - 10 survive expiration or termination of the Agreement for any cause or without cause. The same applies to any provisions in a Supplement or other referenced document which reasonably should survive. Section 2.3 shall survive for a period of three (3) years as specified therein.

13 DEFINITIONS

- 13.1 Affiliate means (i) with respect to HERE, HERE International B.V. and any entity that directly or indirectly is Controlled by HERE International B.V. and (ii) with respect to Customer, any entity that directly or indirectly (a) is Controlled by Customer; (b) Controls Customer; or (c) is under common Control with Customer; (iii) "**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.
- 13.2 Application means software, websites or comparable products and/or services that make use of the Licensed Material(s).
- 13.3 Confidential Information means this Agreement, Licensed Materials, and all business, technical, financial and other information that is not publicly available and that a Party receives from the other Party. For clarity, Personal Information (where the parties expressly agree to include) is defined and addressed in separate schedule or addendum and is not included in the definition of Confidential Information.
- 13.4 Documentation means any written materials and specifications for the Licensed Materials made available by HERE.
- 13.5 End User means any entity or person who (i) receives or uses an Application, or (i) accesses all or any portion of HERE Content for personal use in an Application with no right to sublicense the same.
- 13.6 HERE Content means the map content and / or other content licensed to Customer as set forth in the Supplement.
- 13.7 HERE Marks means trademarks, logos, service marks, trade names and similar designations of HERE.
- 13.8 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.
- 13.9 Licensed Materials means the HERE Content, software development kits ("SDKs"), application programming interface ("APIs"), and/or other HERE products or services, and any associated Documentation, provided by HERE as specified in each Supplement hereto.
- 13.10 Mainland China means the area of People's Republic of China excluding Hong Kong, Macau and Taiwan.
- 13.11 Permitted Use Case means any of the use cases for which the Licensed Materials may be used and so designated, selected or described in a Supplement or Addendum.

HERE LOCATION SERVICES ADDENDUM

This HERE Location Services Addendum incorporates the terms and conditions of the Agreement.



1 Definitions

- 1.1 Access Credential(s) means Application identifier(s) and access code(s) provided by HERE for HERE Location Services Access.
- 1.2 HERE Developer Site means developer.here.com (or its successor determined by HERE).
- 1.3 HERE Location Services Access means access and usage of the licensed HERE APIs for the Application through an application programming interface (“API”).
- 1.4 Request means each call to a HERE API from an Application.
- 1.5 Result means each unique delivery of information in response to a Request.
- 1.6 HERE Location Services or “Services” in a Supplement referencing this Addendum, means the HERE location services which return Results to End Users through the applicable Licensed Materials.

2 HERE Location Services Access

- 2.1 Access Credentials. Access Credentials shall not be used by more than one (1) individual Application. Customer is liable for unauthorized use of Access Credentials and is responsible for fees accruing under the Access Credentials issued to Customer. Customer will promptly notify HERE of any unauthorized use of Access Credentials.
- 2.2 Caching. Caching or storing any location data for the purpose of building a repository of location assets or scaling one request to serve multiple end users is prohibited. Customer may not use any Licensed Materials in a manner that pre-fetches, caches, or stores data or results, except:
 - (1) as explicitly allowed by the caching headers (HTTP/1.1 standard) returned by HERE Location Services; or
 - (2) to the extent Customer is storing or caching for no more than thirty (30) days only to the extent necessary for enabling or improving an End User's use of the HERE Location Services, except for Results provided by HERE Positioning REST API which may only be cached for a maximum of 24 hours.
- 2.3 Service Level Agreement. The Service Level Agreement is available at: <https://legal.here.com/en-gb/node/436>.
- 2.4 Changes to HERE Location Services Access, APIs, SDKs or SLA. HERE will post notice of material changes to APIs or SDKs in the HERE Developer Site. HERE will continue supporting the previous version of a discontinued or replaced API for at least 180 days after such change or discontinuation. Customer shall always use the latest versions of the licensed APIs/SDKs as provided by HERE. HERE reserves the right to discontinue the general commercial availability of a HERE Location Service or API upon three hundred sixty-five (365) days prior written notice to Customer. Except for Basic Service Availability, HERE may change, discontinue, or add Service Level Agreements at any time. To the extent a change or addition materially diminishes existing Service Levels that Customer is receiving, HERE will provide notice to Customer at least 180 days in advance of the change.
- 2.5 Suspension. HERE may, without liability to Customer, suspend or limit HERE Location Services Access to address any emergency or threat to the operation of equipment supporting HERE Location Services Access, to comply with the law, in the event of a payment default, to respond to requests or demands of a government entity, or pursuant to a “notice and take down” policy concerning third party privacy or intellectual property rights. Where practical HERE will inform Customer of a suspension.
- 2.6 HERE Policies. Customer shall make the “Service Terms” (<https://legal.here.com/en-gb/terms>) or the “HERE Service Terms for Business” (<https://legal.here.com/terms/b2bserVICETErms>), as applicable, available to End Users in a manner that is enforceable by HERE. If the Application enables the transfer of personal data to the HERE Location Services, Customer shall ensure that the “HERE Privacy Policy” (<https://legal.here.com/privacy>) is available to respective End Users. If the “Service Terms”, the “HERE Service Terms for Business” or the “HERE Privacy Policy” (hereinafter “HERE Policies”) are made available on a map display, Customer may not obscure or block End Users’ access to the HERE Policies. HERE has no responsibility for Customer’s own end user terms or privacy policy, or any legally required and otherwise appropriate instructions, warnings, notices and safety information related to the Application and its use. Without limiting the generality of the preceding sentence, Customer will implement and comply with appropriate data privacy and security measures in connection with its collection, processing, transfer and use of personal data, including a reasonably effective notice about transmission of certain information to the HERE Location Services through the use of the Application.



2.7 HERE Location Services Access Reporting. Without limiting anything in Section 2 of the General License Agreement or in a Supplement, transaction counts, data transfer amounts and Customer's use of content storage space included in certain HERE Location Services are recorded and reported by HERE.

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