

HERE DATA – END USER TERMS

1. In all instances where any portion of the Data is delivered to End Users, Customer shall provide End Users with conspicuous notice and access to, and cause each End User to assent to, the End User terms 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 Data. End User terms shall, at a minimum, include the below provisions:
 - 1.1 restrict use of the Data to the End User's own use with the Application;
 - 1.2 prohibit use of the Data with geographic data from competitors of HERE;
 - 1.3 prohibit reverse-engineering and archiving of the Data;
 - 1.4 prohibit any export of the Data (or derivative thereof) except in compliance with applicable export laws, rules and regulations;
 - 1.5 require the End User to cease using the Data if End User fails to comply with the terms and conditions of the End User terms;
 - 1.6 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 Customer);
 - 1.7 provide notice to United States Government End Users (and others who wish to claim similar rights) that the Data 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 Data is provided;
 - 1.8 affirmatively disclaim any warranties, express implied or otherwise, of quality, performance, merchantability, fitness for a particular purpose and non-infringement;
 - 1.9 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 Data; 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 Data, any defect or inaccuracy in the Data, or the breach of these terms or conditions, whether in an action in contract or tort or based on a warranty, even if Customer, HERE or their affiliates or suppliers have been advised of the possibility of such damages.
 - 1.10 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
 - 1.11 include any legally required and otherwise appropriate instruction, warnings, disclaimers and safety information relating to the use of the Application.