

Bank Terms

Billable Contact

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1 BANK LOAN AGREEMENT

1.1 License Supplements and Order Documents. The Parties may enter into one or more supplements or order documents under this Agreement (each, a "Supplement"). The Supplements shall include the licensed HERE materials, a description of the permitted use and the license fees. This Agreement governs Licensed Materials under each Supplement.

1.2 License Rights. Subject to Customer's compliance with the Agreement, HERE grants to Customer a non-exclusive, non-transferable, non-sublicensable (unless otherwise permitted herein), revocable (for breach and at termination of this Agreement or the applicable Supplement), limited license during the Term to:

1.2.1 develop software, websites or comparable products and/or services that makes use of the Licensed Materials (each such product or service an "Application") for the Permitted Use Case set out in the Supplement; and

1.2.2 to make available and distribute the Application directly or indirectly to End Users; and

1.2.3 if Customer is a reseller of Licensed Materials (as may be indicated in the Supplement), to sublicense the licenses granted in section 1.2.1 and/or 1.2.2, without rights of further sublicensing, to its business customers solely for the Permitted Use case.

1.3 Permitted Use Cases. The license granted in Section 1.2 is limited to Permitted Use Cases identified in the Supplement; no other license is granted to Customer.

1.4 Sublicensing. 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.

1.5 Subcontractors. Any license granted in a Supplement includes Customer's subcontractor(s) for the purposes of developing, prototyping, testing, maintaining and supporting Customer's Application(s), so long as subcontractors are under written agreements 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.

1.6 HERE Policies. Customer's use of the Licensed Materials and its Applications must comply with all HERE Policies.

2 GENERAL REPORTING

Unless otherwise set out in the respective Addendum or Supplement, 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. The report shall set forth the fees and other charges due ("Fee(s)") and the basis of calculation (such as asset, device or user volumes, as applicable), including applied discount percentage (if any expressly agreed in a Supplement), currency and such other information HERE may reasonably request, including such information as HERE may require to support its obligations to report and pay royalties to its suppliers. To ensure that the Parties account for each month, the Customer shall provide HERE with Fee reports even if no Fees are due.

LOAN PRICING