



Purchase Order Terms and Conditions

General	This is a purchase order (“PO”) between HERE and the Provider to provide the services, (“Services”), deliverables (“Work Product”), or products (“Products”) described on the face of this PO. Provider’s acceptance constitutes agreement to all terms and is made by (i) any performance, (ii) acceptance of any payment, or (iii) five (5) days from Provider’s receipt of this PO without written notice to HERE of Provider’s nonacceptance. This PO is the entire agreement between the parties. No additional or different terms proposed by Provider are binding, except that the terms of an existing agreement between HERE and Provider shall supersede this PO for the Services and Work Product if such agreement is signed by duly authorized signatories of HERE. If Provider is providing Services or Work Product only, it can disregard references to Products. If Provider is providing Products only, it can disregard references to Services and Work Product.
Affiliates	All Services, Work Product or Products delivered to HERE shall be for the benefit of HERE and any of its Affiliates. HERE Affiliates means HERE International B.V. and any entity that directly or indirectly is controlled by HERE International B.V.
Personnel	Provider will supply qualified personnel to provide the Services. Provider will not use subcontractors or third parties without HERE’s written consent. Provider is liable for the performance and actions of everyone performing the Services. Provider will replace any member of its personnel whom HERE, in good faith, wants replaced.
Delivery of Products	Provider will deliver the Products at the place and time set forth in the PO, in accordance with the Delivery Duty Paid (DDP) Incoterms. All shipments will be F.O.B. destination. If no delivery date is specified, Provider shall deliver within a reasonable time of receipt of the PO. Provider shall use best commercial practices to preserve, pack, package, and handle the Products. Risk of loss of the Products remains with Provider, and title will not pass to HERE, until the Products are delivered to and accepted by HERE. Time is of the essence for all Product shipments. If Provider’s delivery is delayed, HERE reserves the right to cancel the Product purchase without liability.
Acceptance	If HERE finds that the Services, Products or Work Product have errors, are defective, or are non-conforming, HERE may reject them. Provider will correct the errors or non-conformance and submit the corrected Work Product or Services, or replace the Product, at its sole risk and expense within 5 business days from receipt of HERE’s rejection. HERE may elect to cancel the Product purchase and receive a refund of any fees pre-paid to Provider for such Products in lieu of replacement. HERE may reject the Work Product if delivered after the delivery date.
Intellectual Property	Provider, its employees and subcontractors will assign all rights in any intellectual property (“Intellectual Property”) developed as a part of or for the Services or Work Product to HERE. Provider will cause all contributors to the Intellectual Property to assign any rights required by HERE. Provider grants HERE and its Affiliates a world-wide, perpetual, irrevocable, non-exclusive, assignable, fully paid-up license to any of Provider’s, and any third parties’, intellectual property rights or materials required for HERE’s use of the Services, Work Product, or Intellectual Property.
Open Source Software	Prior to delivery of any Work Product/Product, Provider will provide HERE written notification if the Work Product/Product uses Open Source Software.
License	A) HERE grants Provider a limited, personal, non-transferable, non-exclusive license to use HERE tools, software, data, or other materials provided to Provider (“HERE Materials”) only for Provider’s performance of the Services and delivery of the Work Product. HERE owns all Intellectual Property Rights in and to the HERE Materials. On completion of the Services or delivery of the Work Product, Provider will return all HERE Materials to HERE. B) HERE is the owner of its marks and any use by Provider of HERE’s marks shall be as specified in the HERE Brand Guidance and inure to the benefit of HERE. C) Upon termination or expiration of this PO, Provider will immediately cease all use of HERE marks and HERE Materials and will return all HERE Materials.
Warranty	Provider warrants that (i) the Products, Services and Work Product will not violate the Intellectual Property Rights of any third party; (ii) the Products, Services and Work Product meet the descriptions in the PO; (iii) it will comply with all applicable laws and regulations, including the U.S. Foreign Corrupt Practices Act and related anti-corruption laws; and (iv) it is not a party identified on any governmental export exclusion lists. With respect to the Products, Provider additionally warrants that (i) the Products are new and not damaged or have defects; and (ii) it has the right to sell the Products to HERE. This warranty shall supplement, and shall not replace, any warranty that the Provider attaches to the Work Products/Products.



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Code of Conduct	Provider will comply with HERE’s Supplier Code of Conduct, available at https://www.here.com/en/supplier-code-conduct .
Termination	HERE may terminate this PO at any time. Provider may terminate this PO with 30 days’ written notice and invoice for all Services/Products rendered prior to termination.
Payment and Expenses	HERE will pay undisputed invoices for fees that have been properly submitted within sixty (60) days of receipt. Fees are inclusive of any sales, use, excise, or other value-added taxes unless otherwise noted, and HERE will be entitled to withhold any applicable withholding taxes. HERE will reimburse Provider at cost for out-of-pocket or other reasonable expenses that (a) are pre-approved in writing by HERE; and (b) are accompanied by original receipts. Travel must be economy class. HERE will not reimburse for travel time.
Confidentiality	The parties agree that all business, technical, and financial information Provider obtains from HERE is confidential information of HERE (“Confidential Information”). Provider will require everyone in contact with the Confidential Information to hold it in confidence and not use or disclose it to any third parties. Upon request of HERE, Provider will return HERE’s Confidential Information.
Indemnity	Provider will indemnify and hold harmless HERE, its Affiliates, and their respective officers, directors, employees, providers, agents and Affiliates from and against all claims and liabilities, including attorneys’ fees, and costs arising out of (i) Provider’s performance of the Services; (ii) any claims related to the Work Product or Products; (iii) Provider’s breach of its warranties; or (iv) any liability attributable to any Work Product/Product, including but not limited to product liability, personal injury, or property damage, or the manufacturing process of any Work Product/Product.
Limitation of Liability	Neither party will be liable for any loss of profits, cost or procurement of substitute products or services, loss of data, or incidental, indirect, special, punitive, exemplary, or consequential damages, even if the party has been advised of the possibility of these damages. The above shall not be applicable for (i) breach of warranties; (ii) breach of confidentiality obligations; (iii) Provider’s indemnification obligations; and (iv) gross negligence or willful misconduct. HERE’s aggregate liability under this PO will be limited to the amount of the fees.
Insurance	Provider will, at its own expense, maintain (i) commercial general liability insurance with limits of at least \$500,000 per occurrence; (ii) automobile liability insurance covering owned, non-owned, and hired vehicles, with limits of at least \$500,000 per occurrence if vehicles are used under this PO; (iii) workers' compensation insurance; and (iv) employer's liability insurance. Provider’s insurance will have a financial strength rating of at least A- from Standard & Poor’s Ratings or A- by A. M. Best, include HERE as an additional insured, and require insurers to waive all rights of subrogation against HERE.
Data Privacy & Security	Provider agrees to comply with the provisions of Exhibits A and B attached hereto to the extent applicable to the Services.
Publicity	Unless otherwise stated herein, each party agrees not to issue a press release about this PO or use the other’s name, trade names, trademarks, or other designation without the other party’s prior written consent.
Miscellaneous	This PO will be construed and governed by the laws of the country where HERE is located without giving effect to the conflict of laws provisions. Sole venue will be in the applicable state and federal courts in the city where HERE is located. Provider expressly consents to the exclusive personal jurisdiction of, and venue in, such courts. Provider and HERE are independent contractors. Neither party will be liable to the other for a failure to perform any of its obligations under this PO during any period in which such performance is delayed due to circumstances beyond its reasonable control, provided such party notifies the other of the delay. No waiver of any kind under this PO will be deemed effective unless set forth in writing and signed by the waiving party. The rights and obligations by their nature that are intended to survive termination will survive termination.

Exhibit A – DATA PROCESSING APPENDIX

1. RIGHT TO ISSUE INSTRUCTIONS

To the extent the Services involve the processing of information relating to an identified or identifiable natural person (“Personal Data”) on behalf of HERE, Provider shall process such data only in accordance with this Agreement and the instructions of HERE, which will be issued in writing or by email. Provider shall comply with instructions of HERE without undue delay. Provider shall immediately inform HERE if, in its opinion, an instruction infringes any applicable law.



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2. PRIVACY MANAGEMENT

Provider represents and warrants that it operates a comprehensive privacy program of at a minimum (i) standards and processes intended to demonstrate that Provider's products and services comply with applicable privacy laws, regulations and contractual obligations; and (ii) processes for reviewing Provider's standards and practices on an ongoing basis to ensure that they remain up to date. Provider shall ensure that all persons authorized to process the Personal Data of HERE have committed themselves to confidentiality. Upon request, Provider shall provide evidence to HERE of such commitment.

3. TECHNICAL AND ORGANIZATIONAL MEASURES

Provider shall comply with all requirements relating to the security of processing Personal Data as required by applicable law. In particular, Provider shall implement and maintain appropriate technical and organizational measures ensuring a level of protection that is reasonable and sufficient in terms of the risks related to the processing and the nature of the Personal Data to be protected but at least, however, appropriate measures to comply with HERE's *Minimum Security Requirements for Services Suppliers*, which are attached to the Agreement as Exhibit B. Upon request, Provider shall provide suitable evidence to HERE of compliance with these requirements.

4. ENGAGEMENT OF SUBPROCESSORS

In case of any subprocessing (including by affiliates of Provider), Provider shall: (i) notify HERE of the planned subprocessing, (ii) enter into a written contract with its subprocessor which imposes the same or at least equivalent obligations on the subprocessor as are imposed on Provider under this Agreement; such contract shall also include a description of the subcontracted data processing services, the right for HERE to exercise audit rights with the subprocessor and the technical and organizational measures the subprocessor has to implement in such a manner that the processing will meet the requirements of applicable law; (iii) adequately and regularly audit the subprocessor with respect to compliance with these requirements and document the results of such audits; and (iv) ensure an adequate level of data protection within the meaning of applicable data protection law for the subprocessor engaged by Provider, if such adequate level of data protection is not already ensured by applicable law. Provider shall remain fully liable to HERE for the performance of the subprocessor's obligations.

5. DUTIES TO NOTIFY

Provider shall inform HERE in writing without undue delay but in any event not later than 24 hours after having become aware of violations of Provider's contractual or statutory obligations or instructions issued by HERE, as well as complaints or investigations of supervisory authorities and incidents that result in an actual or potential infringement of the Personal Data processed on behalf of HERE by Provider or any subprocessor ("Data Privacy Incident"). The written notification shall include the following: (i) the date of the Data Privacy Incident; (ii) a description of the Data Privacy Incident; (iii) the names of the persons whose Personal Data might possibly have been affected as well as a description of the type of the affected Personal Data; and (iv) any additional information required by law. In case of any Data Privacy Incident, Provider shall refrain from making any regulatory filings or publishing any notifications relating to the Data Privacy Incident without HERE's written authorization unless required by applicable law, and shall at its own expense (i) thoroughly investigate the Data Privacy Incident; (ii) take appropriate measures to remedy the situation; and (iii) support HERE in fulfilling any statutory duties to inform affected persons or authorities in a timely and compliant manner.

6. DUTIES TO ASSIST

Provider shall notify HERE without undue delay as to any requests from individuals and shall assist HERE in responding to requests from the individual, as requested by HERE, or as otherwise required by applicable law. If Provider receives a request from a law enforcement or other governmental agency to disclose Personal Data, Provider will direct the agency to contact HERE at authority.request@here.com and promptly notify HERE of such requests or complaints unless prohibited by law. Unless required by law, Provider shall not respond to an agency request or complaint involving HERE's Personal Data except with HERE's written approval of the response.

7. INTERNATIONAL DATA TRANSFERS

The following applies if Provider is located (i) outside the EU/European Economic Area and (ii) outside a country that is found by decision of the EU Commission to ensure an adequate level of data protection, but does not apply if Provider (a) is certified under the EU-U.S. Privacy Shield or (b) has implemented other means to establish an adequate level of data protection: Provider agrees to enter into a contract with HERE Global B.V. entitled "Standard contractual clauses for the transfer of Personal Data to processors established in third countries" pursuant to Commission Decision 2010/87/EU of 5 February 2010 ("Model Contract").



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If, and to the extent there are contradictions or inconsistencies between this Data Processing Appendix and the Model Contract, the provisions of the Model Contract shall prevail.

8. AUDIT RIGHTS

Upon reasonable notice to Provider, not to be requested more than once per year, HERE may audit Provider's compliance with its obligations hereunder. Provider will give HERE (or a third party authorized by HERE) access to its facilities, offices, and any information needed by HERE to evaluate Provider's compliance.

9. VIOLATION OF PRIVACY RIGHTS

Notwithstanding any of the other provisions in the Agreement, Provider shall indemnify, defend, and hold harmless HERE and its Affiliates from any claims resulting from a breach of duty by Provider or its subprocessors. Any liability cap in the Agreement shall not apply to Provider's obligations under this section.

10. EXPIRATION OR TERMINATION OF AGREEMENT

After termination or expiration of the Agreement, Provider shall, at the sole discretion of HERE, either return to HERE all Personal Data processed under the Agreement, or delete or destroy the Personal Data, including existing copies, in accordance with data privacy requirements and HERE's instructions. Provider shall certify its compliance with the foregoing. No further processing of HERE's Personal Data is permitted. Any legal or contractual right of retention in relation to HERE's Personal Data is hereby irrevocably waived as permitted by applicable law.

Exhibit B – HERE Minimum Security Requirements for Services Providers

SECURITY POLICIES & MANAGEMENT

Provider will ensure that its senior management assigns security responsibilities and reviews the implementation of security requirements through an organization-wide security policy ("Security Policy") that includes a data classification policy which will protect HERE Materials and HERE Confidential Information (collectively, "HERE Information") with at least the same level of protection that Provider uses for similarly classified information. These security requirements, the Security Policy, and related guidelines will be communicated to all Provider employees and authorized subcontractors working on HERE projects. Provider will conduct/review annual security risk assessments as part of its normal business operations and as part of its incident response process as described below, and will modify its security related processes, procedures, and guidelines based on the findings in such security risk assessments.

Provider's personnel, its subcontractors, and external service Providers will sign non-disclosure agreements with terms at least as restrictive as those contained in any HERE agreements with Provider, prior to 1) accessing environments where HERE projects are conducted; or 2) being given access to HERE Information. Provider will ensure that there is an appropriate exit procedure for Provider personnel, which includes disabling of user access and returning of assets when terminating employment or ending the HERE project relationship. Provider will arrange background checks for employees working for HERE projects to the extent permitted by local legislation.

TRAINING

Provider will conduct security and privacy awareness training during employee induction and at least once per year thereafter to all existing employees and new hires working on HERE projects with emphasis on the proper handling of HERE Information. Provider will give advanced security and leak prevention training to key people working with sensitive information before the project starts. Provider will have a policy to define acceptable usage of Provider systems for e-mail, instant messaging, internet access, VOIP, wireless access, social media, etc.

SECURITY INCIDENT RESPONSE & BUSINESS CONTINUITY

Provider will maintain a 24/7 security incident response plan ("Plan") that complies with applicable laws and relevant industry standards, and represents and warrants that it complies with the Plan procedures. Provider will notify HERE at security@here.com of a breach of security within one business day from the time of the incident. Provider will designate at least one security contact that HERE may contact 24/7 to handle security incident coordination. In the event of a security incident, Provider will have adequate workarounds solutions in place to deliver services provided for in the Agreement.

PHYSICAL & IT SECURITY



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Provider will isolate the HERE Information from other information so that only those working on HERE projects can access the HERE Information. Provider will implement, maintain, and continuously improve reasonable and appropriate information security measures (e.g. access controls, user credentialing, access logging and monitoring, penetration testing, hardening, patching, antivirus, IDS/IPS, strong password management policies, encryption in transit and at rest, etc.) to protect HERE Information against unauthorized or accidental access, use, disclosure, deletion, loss, or alteration in a manner that at a minimum meets applicable industry standards. Provider will only store and process HERE Information in an environment in which the appropriate security controls have been implemented. Provider will ensure that connectivity between HERE and Provider is secured against eavesdropping and alteration (including wireless access or remote connection). When transferring e-mail over the public internet, Provider will use end-to-end or gateway-to-gateway encryption (Transport Level Security or TLS.). At minimum, Provider will ensure that a capability exists to send adequately encrypted attachments (e.g. WinZip Advanced Encryption Standard (AES-256 bit or equivalent) for any ad-hoc transfers.

Provider's remote access and remote work policies, guidelines and restrictions will be included in the Security Policy. Provider will implement multi-factor authentication (at least 2 factors) for remote access to HERE resources. Provider will ensure that all laptop hard disks and other devices containing HERE Information and other removable/back up media containing HERE Information, use adequate full disk encryption or ensure that prior to disposal or re-use, all media containing HERE Information will be overwritten (DOD 5220-22.M process, three cycles) to prevent the unauthorized disclosure of information. When media cannot be erased with software based disk erasure, Provider will destroy the media mechanically. If destruction of the media is outsourced to an external supplier, Provider will obtain a certificate of disposal.

Any cloud services for HERE Information need to be protected, i.e., stored encrypted at rest, transmitted from/to cloud service Provider over TLS, or other equivalent secure channels. Provider will not use, and will prevent its employees, contractors, and external service providers from using free, publicly available cloud storage and file sharing platforms, non-Provider-operated email, or other insecure means of processing HERE Information.