

## Licensing Terms

### 1. Acceptance

These Licensing Terms together with the HERE Privacy Policy (collectively "Terms") govern your use of the content ("Content"). By registering for the Content, you accept the Terms.

The Terms constitute an agreement between you and HERE Global B.V., Kennedyplein 222-226, 5611 ZT Eindhoven, Netherlands, including its affiliates and suppliers (collectively "HERE"), defining your and HERE's rights and responsibilities with respect to the Content.

### 2. Eligibility

To use the Content, you must be (i) a participant to the contest *Traffic4Cast*, organized in 2019 by the Institute of Advanced Research in Artificial Intelligence (IARAI) GmbH, registered at Rooseveltplatz 10 c/o hba, 1090 Vienna, Austria ("Contest") and at least (ii) thirteen (13) years of age. If you are under thirteen (13) years of age, or at least thirteen (13) years of age but a minor where you live, you must have your parent or legal guardian accept your registration on your behalf and approve your use of the Content. Anyone completing the registration must be legally competent.

### 3. Registration

To use the Content you need to register by providing your first name, last name and email address. HERE will then send to your email address the link under which you can download the Content.

You agree to provide truthful and complete information when you register for the Content. You must take due care to protect the Content and the download link against misuse by others and promptly notify HERE about any misuse. You, and your parent or legal guardian if you are a minor, are personally responsible for any use of the Content.

### 4. Licenses

HERE grants you a limited, non-exclusive, non-transferable, revocable license, to access and use the Content strictly in accordance with the Terms. Use of the Content does not grant you any intellectual property rights in or to the Content. You have only the rights to the Content which are expressly granted here.

### 5. Content

You agree: (i) to use the Content only for your personal, non-commercial purposes exclusively for the purposes of the Contest; (ii) to use the Content in accordance with the restrictions set out in the applicable laws; (iii) not to make copies, give, sell, resell, loan, rent, offer, broadcast, send, distribute, transfer, communicate to the public, reproduce, modify, display, perform, commercially exploit or make the Content available unless otherwise authorized in the Terms or terms of the Contest; (iv) to advise HERE promptly of any unauthorized use of Content; and (v) not to allow third parties to access the Content.

The Content is owned and/or controlled by HERE.

### 6. No Fees

Your use of the Content in compliance with the Terms is free of charge. Use of the Content involves transmission of data through your service provider's network. HERE assumes no responsibility for the payment of any charges of your service providers.

### 7. Use of Content for Contest Submissions

Unless otherwise agreed between you and HERE, you shall license your Contest submissions and the source code used to generate the Contest submission under an Apache 2.0 License (<https://www.apache.org/licenses/LICENSE-2.0.txt>) that in no case (i) limits

commercial use of such code or model containing or depending on such code and (ii) violates the intellectual property rights of any third party. Notwithstanding the foregoing, you are permitted to publish articles and documentation regarding your Contest submission in academic and scientific publications under terms that are common for the purposes of such publications, whereas you shall publish your Contest submission on <https://arxiv.org/>.

For the sake of clarity, should your works created under/based on the Content be combined with any other HERE materials, use and sharing of any such works is subject to HERE's prior written consent or written license.

## **8. Personal Data**

The Privacy Policy and any additional privacy information made available to you govern the use of your personal data.

## **9. Limitation of Liability**

The Content is provided on "AS IS" and "AS AVAILABLE" basis. No warranty of any kind, either express or implied, including but not limited to warranties of title, non-infringement, merchantability, or fitness for a particular purpose, is made in relation to the availability, accuracy, reliability, information or contents of the Content. You expressly agree and acknowledge that the use of the Content is at your sole risk.

Except for liability for death or personal injury caused by its gross negligence or intentional misconduct, HERE is not liable for any direct damages caused by your use or inability to use the Content. In no case will HERE be liable for any indirect, incidental, punitive or consequential damages resulting from your use or inability to use the Content.

## **10. Indemnification**

You agree to defend and indemnify HERE from and against all third party claims and all liabilities, assessments, losses, costs or damages resulting from or arising out of (i) your breach of the Terms, (ii) your infringement or violation of any intellectual property rights, other rights or privacy of a third party, or (iii) misuse of the Content by a third party where the misuse was made possible by your failure to take reasonable measures to protect the Content against misuse.

## **11. Miscellaneous**

The Terms are governed by the laws of the Netherlands without regard to its conflicts of law provisions. The Terms neither exclude nor limit any of your mandatory rights in your country of residence that cannot by law be waived. If a provision of the Terms is found to be invalid, the remaining provisions will not be affected and the invalid provision will be replaced with a valid provision that comes closest to the result and purpose of the Terms. If there is any conflict between these License Terms and the Privacy Policy, the provisions of these License Terms prevail. The provisions of the Terms that are intended to survive termination of your registration remain valid after termination.

## **12. Intellectual Property**

The Content is protected under international copyright laws. HERE claims copyrights in the Content to the maximum extent of the law. Subject to the Terms, HERE retains all right, title and interest in the Content.

## **13. Assignment**

HERE may assign its rights and obligations under these Terms to its corporate parent, its subsidiaries, or to any company under common control with HERE. Additionally, HERE may assign its rights and obligations under these Terms to a third party in connection with a merger, acquisition, sale of assets, by operation of law or otherwise.