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COMMUNITY AGREEMENT BETWEEN
HERE SOLUTIONS INDIA PRIVATE LIMITED AND ABES ENGINEERING COLLEGE, GHAZIABAD

This Community Agreement ("Agreement") is made and entered into as of 3-Aug-2019 ("Effective Date") by HERE Solutions India Private Limited (including its affiliated companies), with registered head office at Unit No. 305-308 IAC Units, 3rd Floor, Multi-storied Building, SEEPZ, MIDC, Andheri (East), Mumbai - 400 059 ("HERE") and ABES ENGINEERING COLLEGE with registered address at Campus 1, 12th KM Stone, NH 24, Ghaziabad - 201 008, Uttar Pradesh ("Partner").

A. PURPOSE

The purpose of this Agreement is to allow HERE and Partner (later referred to as "Party" or "Parties", as applicable) to collaborate in HERE's community expert program through the HERE Map Creator tool ("Purpose"). The objective of this project is to jointly verify, improve and maintain the freshness of the HERE map data through the HERE Map Creator tool based on a collaboration framework, ensuring educational, cultural and technological exchange. All further Partner interests shall be described in more detail in the Appendix of this agreement.

B. TERM

The Agreement shall commence on the Effective Date. This Agreement shall be in full force and effect for a twelve (12) month period from the Effective Date.

C. COMMITMENTS

The Parties agree to perform necessary actions, in order to reach the Purpose of the Agreement. The details of the participation are defined in detail in "Appendix 1 - Project Plan". Partner agrees to accept standard terms and conditions of HERE in order to access necessary Tools (as defined below) needed for fulfillment of the Purpose of this Agreement.

D. GENERAL PROVISIONS

- PARTICIPATION IN SIMILAR ACTIVITIES** - This Agreement in no way restricts HERE or Partner from participating in similar activities with any other entities, such as, but not limited to, other public or private agencies, organizations, and individuals.
- PROPRIETARY RIGHTS** - HERE owns, or has a license in, all the rights, titles and interest, including intellectual property rights, in and to all data, content, products and/or services, including without limitation Community Map Creator tool ("Tools"), provided in any form and at any moment to Partner by, or on behalf of, HERE. Partner agrees to use the Tools only for the Purpose and in accordance with the terms and updates to terms, provided to Partner from time to time. Any copies which Partner is permitted to make of the Tools pursuant to this Agreement must contain the same copyright and other proprietary notices that appear on the Tools.
- CONFIDENTIALITY** - All communications, information exchange and personal data (such as email addresses or user statistics) shall be treated confidentially and shall not be shared, or distributed to, third parties without prior written consent.
- LIABILITY OR LIABILITY**
 - NEITHER PARTY IS LIABLE TO THE OTHER IN CONTRACT, TORT OR OTHERWISE, WHETHER THE CAUSE, FOR ANY LOSS OF PROFIT, BUSINESS OR GOODWILL OR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE COST, DAMAGES OR EXPENSE OF ANY KIND, ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT.
 - The foregoing limitation on liability does not apply in cases of intentional or reckless misconduct by either Party, fraud or personal injury.
 - Neither Party shall be liable to the other for a failure to perform any of its obligations under this Agreement due to circumstances beyond its reasonable control, provided such Party notifies the other of the delay.
- ASSIGNMENT** - HERE may assign this Agreement, including its rights and obligations under this Agreement, to any of the HERE Affiliates. HERE Affiliates shall hereby be defined as HERE International B.V. and any entity that directly or indirectly is controlled by HERE International B.V. Additionally, HERE may assign its rights and obligations under this Agreement to a third party in connection with a merger, acquisition, sale of assets, re-organization of law or otherwise. Assignment by Partner is possible only per prior written consent of HERE. For purposes of this Section, a change in control of Partner shall be regarded as an assignment.
- WAIVER OR CHANGE** - No waiver or change to the Agreement will be deemed effective unless set forth in writing and signed by the Party charged with such waiver or change, and no waiver of any right arising from any breach will be deemed to be a waiver or authorization of any other breach (that either party might bring under this Agreement).
- SEVERABILITY** - If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions hereof shall be unaffected thereby and remain valid and enforceable as if such provision had not been set forth herein. The Parties agree to substitute for such provision a valid provision that most closely approximates the intent of such severed

CONFIDENTIAL
HERE SOLUTIONS INDIA PRIVATE LIMITED
305-308 IAC UNITS, 3RD FLOOR
MULTI-STORIED BUILDING, SEEPZ, MIDC,
ANDHERI (EAST), MUMBAI - 400 059

here

Take proper
precautions

8. **GOVERNING LAW AND DISPUTE RESOLUTION** This Agreement shall be construed and governed by the substantive laws of India without giving effect to the conflict of law provisions. The United Nations Convention of Contracts for the International Sale of Goods shall not apply to this Agreement. In the event that there is a dispute between the parties as to matters covered by this Agreement, or the validity, enforceability or interpretation thereof (each a "Dispute"), such Dispute shall be submitted to the exclusive jurisdiction of the competent court in Mumbai, India.

9. **NOTICES** Any notice given by one Party to the other Party shall be deemed properly given if specifically acknowledged by the receiving Party in writing or when delivered to the recipient by hand or special courier during normal business hours to the following addresses (or such other address as may be notified in writing from time to time by either Party):

If to **HERE**: HERE Solutions India Private Limited, Unit No. 302-303 (4th floor), The Plaza, Maharashtra Building, SEEPZ, ADDC, Andheri (East), Mumbai - 400 075 (After Hours of legal)

If to **Partner**: ABES ENGINEERING COLLEGE with registered address at Campus 1, 10th KM Road, NH 24, Ghaziabad - 201 005, Uttar Pradesh After Hours of legal

Notices shall be deemed to be received on the first business day following receipt. Each communication and document made or delivered by one Party to the other Party pursuant to this Agreement shall be in the final language.

10. **RELATIONSHIP** This Agreement is between HERE and Partner. No third party beneficiaries are intended. In connection with this Agreement each Party is an independent contractor and as such does not have any authority to bind or commit the other. Nothing herein shall be deemed or construed to create a partnership, partnership or agency relationship between the parties for any purpose.

11. **COMMUNICATIONS** All media releases, public announcements and public disclosures relating to the terms or existence of this Agreement or the collaboration must be submitted by the Partner to HERE for approval prior to their release, unless the disclosure is required by applicable law, provided that in the case of required legal disclosure, Partner will provide to HERE prompt notice of such required disclosure and comply with any protective order imposed on such disclosure. HERE shall have the right to disclose the terms or existence of this Agreement or collaboration with the public through media releases and public announcements.

12. **ORDER OF PRECEDENCE** In case this Agreement is drafted bilingually and any wording conflict arises, the English version will prevail upon the other language. In case of discrepancy between this Agreement and any other terms, including the terms applicable to the local applicable by Partner ("Alternative Terms"), such Alternative Terms shall prevail upon this Agreement.

The following Appendix(es) are made part of the Agreement by reference:

Appendix 1 - Project Plan

IN WITNESS WHEREOF, the Parties have executed this Agreement:

HERE Solutions India Private Limited
By: Pratiksha Pingle
Name: Pratiksha Pingle
Title: Accounting Director
Date: 10/9/2019

HERE Solutions India Private limited
By: Vijay Amanna
Name: Vijay Amanna
Title: Director Business Operations
Date: 10/9/2019

ABES ENGINEERING COLLEGE, GHAZIABAD
By: [Signature]
Name: Dr. Arun Kumar
Title: Professor/Dean, IIT
Date: 10/9/19

ABES ENGINEERING COLLEGE
GHAZIABAD

