

## MAPBOX MOVEMENT SAMPLE DATA EVALUATION LICENSE AGREEMENT

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3. Proprietary Rights. The respective property and technology of each party (including, without limitation, all improvements, derivatives, modifications and the like thereto), and all intellectual property rights in and to the foregoing, are and shall at all times remain the sole and exclusive property of the applicable, respective party and are protected by applicable intellectual property laws and treaties.

4. Fees. There are no fees for use of the Evaluation Data pursuant to this Agreement.

5. Support. Company is in no way obligated to provide Licensee with any error correction or support.

6. Indemnity. Licensee agrees to defend, indemnify, and hold harmless Company, its affiliates and their employees, contractors, officers, directors and representatives from all liabilities, losses, claims, and expenses, including, without limitation, reasonable attorneys' fees, that arise from Licensee's violation of this Agreement. Company reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by Licensee, in which event Licensee will reasonably assist and reasonably cooperate with Company in asserting any available defenses.

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8. Limitation of Remedies and Damages. COMPANY AND ITS LICENSORS SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR THE TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR LOSS OR INACCURACY OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; OR (B) FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED, TO LOSS OF REVENUES AND LOSS OF PROFITS; OR (C) FOR ANY AMOUNTS IN THE AGGREGATE IN EXCESS OF \$100.00.

9. Injunctive Relief. Licensee agrees that any violation of this Agreement would cause irreparable harm to Company and that, in the event of such violation, Company shall have, in addition to its remedies of law, the right to an injunction, specific performance and other equitable relief to prevent or redress such violation.

10. Termination. Either party may terminate this Agreement at any time, for any reason or for no reason. Upon expiration or termination of this Agreement, the license granted hereunder shall terminate and Licensee shall immediately cease all use, and destroy all copies and derivative works, of the Evaluation Data. Within 5 business days after expiration or termination of this Agreement, Licensee will provide written certification to Company of deletion in accordance with the immediately preceding sentence. The following Sections shall survive expiration or termination of this Agreement: 2, 3, and 6 through 11.

11. General. This Agreement shall be governed by and construed under the laws of the State of California without regard to the conflicts of law provisions therein. The parties hereby agree that the sole and exclusive jurisdiction and venue for disputes arising in connection with this Agreement shall be the state and Federal courts located in San Francisco, California. The prevailing party in any action arising out of this Agreement shall be entitled to seek an award of its costs and attorneys' fees. No waiver of rights under this Agreement by either party shall constitute a subsequent waiver of any right under this Agreement and all waivers must be in writing. In the event that any term of this Agreement is held by a court to be unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. Although fully assignable and transferable by Company, this Agreement and its rights and/or obligations are not assignable or transferable (directly or indirectly, including by change of control or operation of law) by Licensee without the prior written consent of Company. This Agreement is the complete agreement between the parties hereto concerning the subject matter of this Agreement and replaces any prior oral or written communications between the parties with respect thereto. This Agreement may only be modified by a written document executed by the parties hereto.

**Exhibit A**  
**Evaluation Data**

**Mapbox Movement** – anonymized and aggregated movement data for Jan 1, 2020 - Aug 31, 2020 for the United States of America, Great Britain, and Germany, in the form of a flat file