

## Mapbox Product Terms

Last Updated: March 31, 2024

These Mapbox Product Terms (the “**Product Terms**” but which may also be referred to as “**Service Terms**” in some documents) are incorporated by reference into the agreement between customer (“**Customer**”) and Mapbox, Inc. (“**Mapbox**”) governing Customer’s access and use of the Service Offerings (including all incorporated terms) (the “**Agreement**”). The following terms supplement the Agreement with respect to Customer’s access or use of the Service Offerings. Capitalized terms used but not defined herein have the definitions provided in the Agreement.

Customer shall comply with the following:

### 1. **General Terms:**

The following general terms apply to all Service Offerings:

- 1.1. **Access; Usage.** Customer is solely (and Mapbox shall not be held) responsible for: (i) maintaining the security and confidentiality of Customer’s access credentials to the Service Offerings; and (ii) any use of, or decisions based on, the Service Offerings associated with Customer’s account(s), whether or not authorized by Customer. Customer shall only access the Service Offerings using its authorized access credentials (e.g., API access tokens, username/password, license keys, etc).
- 1.2. **Licensed Applications.** Customer may access or use Service Offerings only in websites/applications that meet the requirements of a Licensed Applications and for which any required separate licenses are purchased. If Customer has an active Order, the Licensed Application is as listed in the applicable Order.
  - 1.2.1. **Non-Production Use Permitted for Non-Vehicle Usage.** Customer may access or use Service Offerings in a Licensed Application for non-production use (i.e., used solely for Customer’s internal development, evaluation, testing and demonstration and not in the course of any business operation, process or analysis) as long as Customer’s website/application is not related to vehicle usage.
  - 1.2.2. **Separate License Required for Vehicle Usage.** If Customer’s Licensed Application is related to vehicle usage, Customer must purchase a separate development license for non-production use and a separate commercial license for production use under an active Order before accessing or using Services in Customer’s website/application. For purposes of this Agreement, vehicles include ground, aerial, manned and unmanned vehicles and vehicle usage includes (i) applications primarily intended for use within vehicles, or (ii) use in any vehicle system or component thereof (whether installed in a vehicle during manufacture or thereafter).
  - 1.2.3. **Commercial License Required for Production Use.** If Customer’s Licensed Application is related to business intelligence or analytics, sales performance management, cloud database management systems, or real estate, Customer must purchase a separate commercial license under an active Order prior to using the Licensed Application in production.
- 1.3. **Prohibited Uses.** Customer shall not engage in any of the following uses of the Service Offerings:
  - 1.3.1. disseminate or create material that is abusive, hateful, violent, fraudulent or deceptive, obscene, pornographic or erotic, defamatory, harassing, grossly offensive, vulgar, threatening, or malicious, that exploits or harms children, that features self-harm, or that glorifies any of the foregoing;
  - 1.3.2. aide or implement practices that violate or are intended to violate basic human rights or civil liberties (for clarity, Customer shall not use the Service Offerings to assist in the creation of databases of identifying information for any government to abrogate any human rights, civil rights, or civil liberties of individuals on the basis of race, gender, gender expression or gender identity, sexual orientation, religion, age, national origin or based on any protected classification under applicable laws);
  - 1.3.3. violate or impair any legal, contractual, intellectual property or proprietary rights of any person (including Mapbox);

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- 1.3.4. operate a product or service where the use or failure of the Services could lead to death, personal injury or property or environmental damage;
  - 1.3.5. interfere with, disrupt, or attempt to gain unauthorized access to any of Mapbox's accounts, Service Offerings, or computer networks;
  - 1.3.6. create, disseminate, store, or transmit viruses, trojan horses, or any other malicious code or program;
  - 1.3.7. violate any applicable laws, regulations, or rules; or host with, transmit to or provide to Mapbox any information that is subject to specific government regulation, including, without limitation, Protected Health Information (as defined in the U.S. Health Insurance Portability and Accountability Act, as amended), financial information (as regulated by the U.S. Financial Services Modernization Act, as amended), consumer reports and consumer-reporting information (as regulated by the U.S. Fair Credit Reporting Act, as amended). In addition, Customer shall comply with all Export Control Laws (including obtaining all required authorizations from applicable authorities) and certifies that neither Customer nor any of its Affiliates is a Restricted Person. Further, Customer shall not make the Service Offerings available in any Licensed Application for access or use in any jurisdiction if doing so would, as a matter of law or contract, impose on Mapbox any obligation or provide any rights other than as expressly set forth herein;
  - 1.3.8. any use that (i) has a high risk of creating economic harm (e.g., gambling, multi-level marketing), (ii) involves political campaigning or lobbying, (iii) offers or provides legal, medical, or financial advice, or (iv) involves high-risk government decision making.
- 1.4. **Attribution and Logo.**
- 1.4.1. **Mandatory Attribution.** Any use of the Services shall include the following attribution, as described in Mapbox's Attribution Documentation (or other prominent location agreed in writing by the parties): (i) the Mapbox logo; (ii) "© Mapbox" that links to [www.mapbox.com/about/maps](http://www.mapbox.com/about/maps); (iii) "© OpenStreetMap" that links to [www.openstreetmap.org/about](http://www.openstreetmap.org/about); and (iv) upon reasonable notice, other such attribution, similar in size and placement to the notice specified in (ii) and (iii), as may be required by Mapbox's suppliers and licensors; provided that the requirements in clauses (ii) and (iii) only apply when Customer uses Licensed Map Content.
  - 1.4.2. **Mapbox Map.** When displaying a Mapbox Map, Customer shall also include "Improve this map" that links to Mapbox's map feedback tool at [www.mapbox.com/map-feedback](http://www.mapbox.com/map-feedback) in the lower right corner of the map.
  - 1.4.3. **Form and Format.** Attribution shall be in a form that is prominent and can be easily viewed by End Users when using the Licensed Application. Without limiting Mapbox's other rights and remedies hereunder, if Mapbox reasonably determines that Customer is obscuring the required attribution or otherwise not complying with the foregoing attribution requirements, Customer shall work with Mapbox in good faith to promptly remedy the non-compliant attribution.
- 1.5. **Reverse Engineering; Derivative Works.** Customer shall not (i) modify, create derivative works from, disassemble, decompile or otherwise reverse engineer or attempt to derive any source code or underlying structure, ideas or algorithms from the Service Offerings, or (ii) modify, obscure, or delete any product identification, proprietary rights, or other notices included in or with the Services. Further, unless this prohibition is expressly prohibited under applicable law, Customer shall not use the Services to develop, test, validate, benchmark against and/or improve any service or dataset that is a substitute for, or substantially similar to, the Services (including any portion thereof).
- 1.6. **Tracing, Deriving and Extracting.** Except as expressly permitted by the Agreement, Customer shall not trace or otherwise derive or extract content, data and/or information from the Services. Notwithstanding the foregoing sentence, Customer may use Studio or third-party software to trace Mapbox Maps solely comprised of satellite imagery and produce derivative vector datasets: (i) for non-commercial purposes;

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and (ii) for OpenStreetMap.

- 1.7. **Print or Video Use.** Customer may not use any Licensed Map Content in any printed or video media except expressly as set forth below. Printed media are limited to printed paper copies and static digital copies such as PDF, JPG, PNG and other similar non-extractable file formats. Video media are limited to video media distributed by Internet, cable, and satellite. For all Licensed Map Content in printed or video media, Customer will comply with all attribution requirements (except for the requirement to include the URL links where that is not feasible) and the print right limitations in the Agreement.
  - 1.7.1. **No-Charge Promotional Print & Video Rights for Licensed Applications.** Customer may use the Licensed Map Content in printed media and video media to promote Customer's Licensed Applications as long as the Licensed Map Content is shown only incidentally in the context of the Licensed Application.
  - 1.7.2. **Limited Studio Print Rights.** Customer may use Studio to make up to 100 high resolution static digital copies during the lifetime of Customer's account.
  - 1.7.3. **Print Right Limitations.** All print rights are limited to:
    - Mapbox Streets v8 or later excluding Japan map data
    - Japan map data for educational or private uses only
  - 1.7.4. **Purchased Print & Video Rights.** Customer may purchase additional print or video rights for printed or video media in an Order which will also be subject to any limitations or restrictions set forth therein.
- 1.8. **Denial of Service.** Customer shall not use the Service Offerings in any manner that could reasonably be expected to damage, disable, overburden, or impair the Service Offerings or interfere with any other party's use and enjoyment of the Service Offerings ("**Interfering Use**"), and Customer agrees to promptly cease any Interfering Use after Mapbox's notice thereof. If Mapbox determines Customer is engaging in Interfering Use, Mapbox reserves the right to, but is not obligated to, remove, suspend or disable access to any account or content, including any of Customer's account(s) and content at any time and without advance notice. Following such suspension or limit, where permitted by law, Mapbox may notify Customer and seek to evaluate whether Customer's use may be restored.
- 1.9. **Default Restrictions.** Except as expressly permitted below, Customer shall: (i) only query the Services in response to human user queries and human application interactions; (ii) not perform bulk or automated queries; (iii) not scrape or systematically download Licensed Map Content; and (iv) not cache or store results from the Service Offerings.
- 1.10. **No Redistribution.** Except as expressly provided herein to the contrary, Customer shall not redistribute, encumber, sell, rent, lease, sublicense, or otherwise transfer any rights to (or content, data and/or information derived from) the Service Offerings.
- 1.11. **End Users and Notification.** Customer shall not allow End Users or other third parties to access or use the Service Offerings in any way that would violate the Agreement if done by Customer. Customer agrees to promptly notify Mapbox in writing if Customer becomes aware of any misappropriation or unauthorized access or use of the Service Offerings.
- 1.12. **Beta Service Offerings.** In the event that Mapbox chooses to make available to Customer any Beta Service Offerings, Customer agrees to only use them for internal evaluation solely for the purpose of deciding to potentially purchase the Beta Service Offering. Mapbox may change, discontinue or suspend Customer's use of any Beta Service Offering at any time with or without notice. Mapbox's indemnification obligations and service level agreements (SLAs) do not apply to Beta Service Offerings. BETA SERVICE OFFERINGS ARE PROVIDED "AS IS" WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS OF ANY KIND. MAPBOX'S AGGREGATE, CUMULATIVE LIABILITY IN CONNECTION WITH BETA SERVICE OFFERINGS SHALL NOT EXCEED US\$100.00.

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- 1.13. **Open Source Software.** Customer shall not link, merge, or integrate any Service Offering with any software governed by any open source license or “share-alike” licensing terms in such a way that would cause any Service Offering to become subject to any such license or licensing term.
- 1.14. **Deprecation.** While Services may be updated or changed, if Customer has an active Order, then Mapbox may notify Customer via email or website posting at least 12 months prior to a material deprecation of Customer’s production Service, unless Mapbox determines that: (i) Mapbox cannot do so by law or by contract (including if there is a change in applicable law or contract); or (ii) continuing to provide the Services would reasonably be expected to create a potential security risk or substantial economic or technical burden.
- 1.15. **Use of Service Offerings Not Covered by Services Prepayment under an active Order.** If Customer uses a Service Offering that is not covered under a services prepayment under an active Order, Mapbox may suspend or terminate Customer’s access and use of such Service Offering with or without notice.
- 1.16. **Safety.** Customer is solely responsible for supervising End Users’ use of the Licensed Applications that relate to physical movement. INFORMATION PROVIDED BY THE SERVICES MAY DIFFER FROM ACTUAL CONDITIONS, MAY INCLUDE ERRORS OR OMISSIONS, AND MAY NOT BE SUITABLE FOR CUSTOMERS’ LICENSED APPLICATIONS. CUSTOMER MUST EXERCISE INDEPENDENT JUDGMENT WHEN USING THE SERVICES TO ENSURE THAT: (I) THE SERVICES ARE SUITABLE FOR CUSTOMER’S LICENSED APPLICATION; AND (II) THE LICENSED APPLICATIONS ARE SAFE FOR USE BY END USERS AND OTHER THIRD PARTIES.

## 2. Product Specific Terms:

In addition to the Agreement and general terms above, the following product-specific terms shall apply to the below Service Offerings:

### 2.1. **Atlas Software:**

- 2.1.1. Customer shall not modify the default rate limits in the Atlas Software or download data updates more frequently than listed in Customer's Order. Unless listed in Customer's Order or expressly permitted below, Customer shall not cache or store Atlas Map Content.
- 2.1.2. Customer shall only license additional Atlas Instances if Customer also has an Atlas Enterprise license for the same network environment. All licenses for Atlas Software include, at no additional cost, one (1) Atlas Installation for the sole purpose of passive failover. In the event that this failover Atlas Installation is converted to an active state in a production environment, it shall be counted as an additional production Atlas Installation.
- 2.1.3. Customer shall store Atlas Geocoding Data solely for Customer's internal business use during the term of an active Order and may query Atlas Search programmatically. Customer shall not resell or re-syndicate any Atlas Geocoding Data to other publishers or third parties. However, Customer may display the Atlas Geocoding Data to Customer's End Users through Customer's Licensed Application(s).
- 2.1.4. Upon 30 days’ advance written notice by Mapbox, Customer shall delete all Atlas Map Content and download a new version from Mapbox.
- 2.1.5. Customer shall not, or permit any third party to: (i) disclose or access the Atlas Map Content other than through the Atlas Software; (ii) sublicense, sell, rent, lease, transfer, assign, disclose, or distribute the Atlas Software to third parties; (iii) host the Atlas Software for the benefit of third parties other than to provide the Atlas Map Content as part of Customer's Licensed Application; (iv) host the Atlas Software in a way that makes any of it accessible to the public; or (v) try to avoid or change any license registration processes Mapbox implements.
- 2.1.6. Upon Mapbox’s request from time to time, Customer shall timely report to Mapbox the number of Atlas Installations and Instances by network environment.

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- 2.2. **Boundaries.** Boundaries shall only be used in conjunction with a Mapbox Map, and Customer shall not (and shall not permit any third party to) trace or otherwise derive or extract content, data and/or information from Boundaries. Customer may only access Boundaries via the Mapbox APIs (*i.e.*, not as a data file).
- 2.3. **Chinese Map Data.** Mapbox makes no representations on the availability, quality or other service levels regarding content, data or other information relating to China (the “**Chinese Map Data**”) in connection with Service Offerings when Customer or End Users are located within the territory of China. Notwithstanding anything to the contrary in this Agreement, Mapbox specifically disclaims any warranty or guarantee, express or implied, including, without limitation, any warranty of legal compliance, non-infringement, merchantability or fitness for a particular purpose of any and all Chinese Map Data when Customer or End Users are located within the territory of China. Any Chinese Map Data, if and when available to Customer or any End User within the territory of China, are provided on an as-is and where-is basis. For clarity, this section does not apply to use of Chinese Map Data by Customer or an End User from outside of China.
- 2.4. **Copilot.** Copilot is a library included in the Navigation SDK that processes full-trip-trace longitude and latitude data (“**Copilot**”). Copilot is turned off by default and optionally enabled by Customer at the application developer level to improve feedback resolution. If Customer enables Copilot, Customer shall obtain and maintain all necessary consents and permissions, including providing notice to and obtaining End Users’ affirmative express consent before any access or use of Copilot.
- 2.5. **Directions, Isochrone, Map Matching, Matrix and Optimization APIs.** Customer shall not cache or store results from the Directions, Isochrone, Map Matching, Matrix or Optimization APIs.
- 2.6. **Fleet & Straightaway Powered By Mapbox.**
  - 2.6.1. Straightaway Powered By Mapbox is an application built and hosted by Mapbox to enable independent and Managed Drivers to execute vehicle delivery services (“**Straightaway Powered by Mapbox**” or “**Straightaway**”). Mapbox Fleet is a web interface console for Customer administrators to manage routes (“**Mapbox Fleet**”) of its drivers who use Straightaway in connection with performing delivery services for Customers of Mapbox Fleet that have more than one Managed Driver (“**Managed Drivers**”). Customer's use of Straightaway and Mapbox Fleet is governed by the terms and conditions here: <https://www.getstraightaway.com/terms-conditions>
- 2.7. **Search APIs.**
  - 2.7.1. **General.** Customer shall not use Geocoding Results: (i) to develop a general database of locations, addresses, areas or boundaries (of any geographic size); (ii) to develop any general purpose printed or digital map (of any geographic size); (iii) to develop or test another geocoding application, service or API; (iv) in connection with navigation products preinstalled or integrated into automobiles by auto manufacturers, auto electronic component manufacturers or auto system integrators; or (v) for in-flight navigation.
  - 2.7.2. **Temporary Geocodes.** Customer shall not (and shall not permit any third party) to: (i) export, store, or cache Temporary Geocodes; (ii) resell or re-syndicate any Temporary Geocodes to other publishers or third parties; or (iii) display the latitudes or longitudes directly to End Users. However, Customer may (i) display the Temporary Geocodes to Customer's End Users through Customer's Licensed Application(s); and (ii) use latitude and longitude information from Temporary Geocodes to position results on a map.
  - 2.7.3. **Permanent Geocodes.** Customer may store Permanent Geocodes and may query the Permanent Geocoding API programmatically. Customer shall only use Permanent Geocodes for Customer's own internal business use, and not for resale, distribution, or sublicense through a Licensed Application or otherwise.

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- 2.7.4. **Studio Points as Permanent Geocodes.** Points placed on a map through the places search function in the Studio dataset editor are Permanent Geocodes and are subject to the restrictions thereon.
- 2.7.5. **POI Results.** Customer shall not use any POI Results: (i) except in conjunction with a Mapbox Map; (ii) for lead generation, advertiser targeting or advertising analysis; (iii) to create or augment user profiles or audience segments based on or derived from points of interest results (including, for clarity, calculations or analysis of footfall traffic for any point of interest); or (iv) for geofencing—i.e., to give End Users real-time mobile alerts or personalized content based on the End User’s current proximity to a point of interest; provided that giving an End User content in response to such End User’s searches or map interactions does not constitute geofencing.
- 2.7.6. **Location Details API.** Customer may store any Mapbox Canonical IDs included in Geocoding Results, but Customer shall not (and shall not permit any third party to) export, store, cache, resell, or re-syndicate any data associated with a Mapbox Canonical ID or otherwise accessible via the Location Details API. Customer may only use Mapbox Canonical IDs for its internal business use and not for resale, distribution, or sublicense through a Licensed Application or otherwise. At any time and without notice, Mapbox may modify or remove a Mapbox Canonical ID and/or any data associated with a Mapbox Canonical ID.

### 2.8. Mapping APIs.

- 2.8.1. Customer shall only access Licensed Map Content directly through the Mapbox APIs. For Licensed Map Content delivered through a Mapping API, Customer may cache Licensed Map Content on an End User’s device, limited to a single on-device cache per Licensed Application installation on that same device and for a limited period not to exceed thirty (30) days. Each on-device cache shall call directly to the Mapping API for such Licensed Map Content. On mobile devices, Customer shall only cache up to the limits set in the Mobile SDKs, and Customer shall not circumvent or change those limits. Customer shall not redistribute Licensed Map Content, including from a cache, by proxying, or by using a screenshot or other static image instead of accessing Licensed Map Content through the Mapping APIs.
- 2.8.2. Customer shall not use Mapbox’s satellite and/or aerial imagery to improve the accuracy of or otherwise enhance any imagery.
- 2.8.3. If Customer's Order includes Seats or Map Loads, Customer shall use a Qualified Renderer. In the event that Customer fails to use, or interferes with the information sent by, the Qualified Renderer, Mapbox shall charge Customer for Customer's usage based on Customer's usage of map tiles at the then-current rates listed on Mapbox’s Pricing Page, in addition to other remedies.

### 2.9. Mobile SDKs.

- 2.9.1. Customer shall use the Mobile SDKs as Customer's exclusive means of accessing the Services in mobile applications. The Mobile SDKs will periodically send location and usage data to Mapbox, which Mapbox may use as described in the Mapbox DPA. Customer shall not interfere with or limit the data that the Mobile SDKs send to Mapbox, whether by modifying the SDK or by other means, except as otherwise required by subsection 2.9.4 below.
- 2.9.2. **Minimum Version Requirement.** If Customer's Order references a billing metric based on Monthly Active Users or MAUs, then, as applicable, Customer shall use at least the minimum following SDK to take advantage of such pricing (i) for Maps SDK for Mobile, v5.0.0 or higher for iOS and v8.0.0 or higher for Android and (ii) for Navigation SDK v1.0.0 or higher (for both iOS and Android) (collectively, a “**Qualified SDK**”). In the event that Customer fails to use, or interferes with, the information sent by the Qualified SDK, Mapbox shall charge Customer for Customer's usage based on Customer's usage of API requests at the then-current rates listed on Mapbox’s Pricing Page. Furthermore, at all times, Customer shall use in its Licensed Applications a version of the Mobile SDK that has been released

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within the immediately preceding twelve (12) months (unless no such update has been released).

2.9.3. **Additional Maps SDK for Mobile Conditions.** Customer's license to use the Maps SDK for Mobile v10.0.0 or higher (for both iOS and Android) (collectively, "**Maps SDK v10+**") is granted solely by the Agreement. Customer shall not modify the billing and accounting code in Maps SDKs v10+. Customer may modify the other parts of the Maps SDK v10+ code as needed to integrate with its Licensed Application(s), provided that Customer does not change, modify, diminish, or otherwise interfere with the billing and accounting code or the data Maps SDK v10+ sends to Mapbox. Customer's license above to use and modify the Maps SDK v10+ lasts so long as Customer has a Mapbox account in good standing and terminates automatically upon termination of Customer's account or the Agreement.

2.9.4. **Required consents and opt-out.** To the extent Customer has End Users in locations that require consent to collect and process location data (e.g. Virginia, Connecticut, Tennessee, Iowa, and Indiana), Customer shall obtain End Users' affirmative express consent before making available to such End Users Services Offerings within Licensed Applications that collect or process location data, and Customer shall at all times allow End Users to opt out of location data sharing using one of the methods described in Mapbox's developer documentation.

2.10. **Navigation SDK.** The terms below are in addition to the Mobile SDK terms, which also apply to the Navigation SDK.

2.10.1. **General.** Customer's license to use the Navigation SDK for Mobile v2.0.0 or higher (for both iOS and Android) (collectively, "**Navigation SDK v2+**") is granted solely by the Agreement. Customer shall not modify the billing and accounting code in Navigation SDKs v2+. Customer may modify the other parts of the Navigation SDK v2+ code as needed to integrate with its Licensed Application(s), provided that Customer does not change, modify, diminish, or otherwise interfere with the billing and accounting code or the data Navigation SDK v2+ sends to Mapbox. Customer's license above to use and modify the Navigation SDK v2+ lasts so long as Customer has a Mapbox account in good standing and terminates automatically upon termination of Customer's account or of the Agreement.

2.11. **Studio.** For any style developed in or exported from Studio, Customer shall only use such style with Studio and Mapbox Maps and not any other map design tool or non-Mapbox map.

2.12. **Mapbox Traffic Data and Mapbox Movement Data.**

2.12.1. Customer shall not resell, re-syndicate or otherwise redistribute Mapbox Traffic Data or Mapbox Movement to any other publisher or third party or attempt to re-identify any End Users' (or their devices') location.

2.12.2. Unless Customer has an active Order, Customer shall only use Mapbox Traffic Data and Mapbox Movement Data for evaluation purposes, and Mapbox may terminate Customer's license to use Mapbox Traffic Data or Mapbox Movement Data at any time for any reason or no reason at all and without any obligation to provide a refund. Upon review of Customer's use case and approval from Mapbox, Customer may internally store and use Mapbox Traffic Data and Mapbox Movement Data during the term of an active Order, and subject to the terms and conditions of any active Order.

2.13. **Vision SDK.**

2.13.1. "**Vision SDK**" means Mapbox's proprietary software development kits that: (i) display routing and map information on top of real-time imagery, (ii) identify, classify and locate features in real-time imagery, and/or (iii) have the additional capabilities included in Mapbox's online documentation.

2.13.2. Unless listed in Customer's Order, Customer shall only use the Vision SDK in iOS and Android mobile applications and shall not save, download or otherwise store or cache any content, data and/or information generated by Vision SDK.

2.13.3. Customer shall not use the Vision SDK to develop a general database of locations or road features

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for any neighborhood, city, state, country, or other such geographic region, or to develop any other general purpose digital map database.

- 2.13.4. Customer shall not distribute the Vision SDK in human readable form or on a standalone basis in any form. Customer shall only distribute the Vision SDK in compiled object code format as part of a Licensed Application. Customer is responsible for any use of the Vision SDK by End Users of Customer's Licensed Application(s).
  - 2.13.5. By using the Vision SDK, Customer acknowledges that the Vision SDK will send Mapbox front-facing camera imagery and derived information (the "**Vision Data**"). Customer shall (i) not prevent or interfere with the Vision SDK sending the Vision Data to Mapbox and (ii) ensure that Customer has obtained the necessary rights for use of the Vision Data as permitted under the Agreement. Customer acknowledges and agrees that Mapbox may, free-of-charge and without restriction, exploit and make available the Vision Data.
  - 2.13.6. To the extent that Customers use the Android version of the Vision SDK, the following applies: Qualcomm Technologies, Inc. ("**QTI**") is an intended third-party beneficiary of the Agreement and Customer's use of the Vision SDK does not convey or otherwise provide any rights under any patents of QTI or its affiliates.
  - 2.13.7. Upon termination of Customer's limited license to use the Vision SDK, Customer agrees to immediately destroy all copies of the Vision SDK and Vision Data.
- 2.14. **Web SDK.** Customer's license to use Mapbox gl-js version 2.0 or higher ("**Mapbox Web SDK**") is granted solely by the Agreement. The Mapbox Web SDK will send usage data to Mapbox, as set forth in the Mapbox DPA. Customer shall not interfere with or limit the data that the Mapbox Web SDK sends to Mapbox, whether by modifying the SDK or by other means. Customer shall not modify the billing and accounting code in Mapbox Web SDK. However, Customer may modify the other parts of the Mapbox Web SDK code as needed to integrate with its Licensed Application(s), provided that Customer does not change, modify, diminish, or otherwise interfere with the billing and accounting code or the data the Mapbox Web SDK sends to Mapbox. Customer's license to use and modify the Mapbox Web SDK lasts so long as Customer has a Mapbox account in good standing and terminates automatically upon termination of Customer's account or the Agreement.

### 3. Definitions:

- 3.1. "**Active Guidance Session**" means a trip where the End User initiates a session that has a starting point, an ending point, and turn-by-turn directions. Each such trip is billed separately.
- 3.2. "**Address Auto-Fill**" is a service made available through the Search Autofill SDK that can autofill an address form and return an associated mini-map based on forward Geocodes retrieved after an End User selects a suggested address. Address Auto-Fill is billed on a per Address Auto-Fill Session. Address Auto-Fill Sessions are managed by the Search Autofill SDK.
- 3.3. "**Address Auto-Fill Session**" means a single session of Address Auto-Fill that starts with the first suggest request for an address form (typically when the End User begins typing in a search box) and ends when either a set number of suggested addresses have been displayed, a certain time period has passed, or an End User selects a suggested address for such address form (whichever occurs first) as more particularly set forth in Mapbox's online documentation.
- 3.4. "**Address-Level Geocode**" means a Geocoding Result of the address type, as specified in Mapbox API documentation.
- 3.5. "**Affiliate**" means, with respect to a party, a direct or indirect wholly-owned subsidiary of such party.
- 3.6. "**Area-Level Geocode**" means a Geocoding Result of the country, region, postcode, district, place, locality, or neighborhood type, as specified in Mapbox API documentation.



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- 3.7. **“Atlas Basic”** includes one (1) Atlas Installation with the right to use global basemaps and the Maps APIs included with the Atlas Software. It does not include the right to use any other Atlas Software functionality (including Studio), even if included in the Atlas Software.
- 3.8. **“Atlas Enterprise”** includes (i) Atlas Installations for use in internal development environments and (ii) one (1) Atlas Installation for use in a production environment, in each case with the right to use global basemaps, the Maps APIs and the Studio application included with the Atlas Software. Customer may also use additional Atlas Software functionality specifically listed in Customer's Order.
- 3.9. **“Atlas Geocoding Data”** means any geocoding data provided by Atlas Search.
- 3.10. **“Atlas Installation”** is the installation of Atlas Software that results in installation of a single “atlas-ddb” database on a single networking environment. Atlas Installations shall not be shared across networking environments.
- 3.11. **“Atlas Instance”** or **“Instance”** permits Customer to increase the default rate limits for a single Atlas Installation by up to 100%. For example, if the default rate limit for Customer's Atlas Installation is 100 requests per minute, then licensing one (1) additional Atlas Instance would increase Customer's rate limit to 200 requests per minute.
- 3.12. **“Atlas Map Content”** means any content, data and/or information that Mapbox makes available to Customer for use with Atlas Software.
- 3.13. **“Atlas Search”** includes access to the Atlas Software that provides geocoding functionality and shall only be used when licensed in Customer's Order in connection with Atlas Standard and/or Atlas Enterprise.
- 3.14. **“Atlas Software”** means the source code or object code version of Mapbox’s on-premise mapping APIs and applications provided by Mapbox, including any updates, along with any Atlas Map Content.
- 3.15. **“Atlas Standard”** includes (i) Atlas Installations for use in internal development environments and (ii) one (1) Atlas Installation for use in a production environment, in each case with the right to use global basemaps, the Maps APIs and the Studio application included with the Atlas Software. Customer may also use additional Atlas Software functionality specifically listed in Customer's Order.
- 3.16. **“Attribution Documentation”** means [docs.mapbox.com/help/how-mapbox-works/attribution/](https://docs.mapbox.com/help/how-mapbox-works/attribution/) (or its successor URL).
- 3.17. **“Beta Service Offerings”** means any Service Offerings that are in beta or not generally available.
- 3.18. **“Boundaries”** means Mapbox’s dataset of global boundary features comprised of vector tilesets and associated metadata that Mapbox makes available to Customer.
- 3.19. **“China”** means, for the purpose of this Agreement, the People’s Republic of China, excluding Hong Kong, Macau and Taiwan.
- 3.20. **“Customer Uploads”** means any content, data and/or information that Customer uploads to the cloud storage portion of the Service Offerings (excluding any content, data and/or information that Mapbox had provided to Customer) using Mapbox Studio, Mapbox Studio Classic, Mapbox Tiling Service, the Datasets API, or the Uploads API.
- 3.21. **“End User”** means a distinct human user (i.e., natural person) that accesses or uses any Licensed Application.
- 3.22. **“Export Control Laws”** means applicable export control, re-export control and trade sanctions laws, regulations, legislative and regulatory requirements, rules and licenses, including, without limitation, trade and economic sanctions maintained by the U.S. Treasury Department’s Office of Foreign Assets Control (OFAC), the Export Administration Regulations (EAR) administered by the US Department of Commerce’s Bureau of Industry and Security, the International Traffic in Arms Regulations (ITAR) administered by the Department of State, laws and regulations targeting proliferation activities, and the restricted persons lists maintained by the U.S. Government (including but not limited to the Denied Persons List, Unverified List, Entity List, Specially Designated Nationals List, Debarred List and Non-proliferation Sanctions), the

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European Union or the United Kingdom (each, a “**Restricted Person**”).

- 3.23. “**Free-Drive Session**” means a trip which does not have a set destination. If the End User switches to a different app, or different screen within the Licensed Application, the session will be paused. A Free-Drive Session is billed in one (1) hour increments, and any partial hour rounds up to a full hour (e.g., a 2.5 hour session would be billed as three (3) Trips).
- 3.24. “**Geocode**” or “**Geocoding Result**” means the response to a query to a Search API or Atlas Search. Responses to bulk geocoding requests constitute multiple Geocoding Results.
- 3.25. “**Licensed Application**” means any online website or online, desktop or mobile application developed by Customer that (i) it owns or controls, (ii) accesses or uses any Services, and (iii) adds substantial and independent functionality and value such that the Licensed Application is not a substitute for any Service (even if not accessed or used by the Licensed Application). Advertising does not add substantial or independent functionality or value.
- 3.26. “**Licensed Map Content**” means the content, data and/or information that Mapbox provides to Customer via the Service Offerings. Licensed Map Content does not include Customer Uploads or Third-Party Data.
- 3.27. “**Map Assets**” means map tiles, static map images, style files, glyphs, and sprites that Mapbox provides to Customer through the Mapping APIs. Map Assets exclude Customer Uploads and Third-Party Data.
- 3.28. “**Mapbox APIs**” means, unless specified otherwise herein, the application program interfaces specified at [docs.mapbox.com/api](https://docs.mapbox.com/api), or, in the case of Atlas Software, that are included in the Atlas Software.
- 3.29. “**Mapbox Canonical ID**” means a persistent identifier that Mapbox uniquely associates with a particular location or area. Mapbox Canonical IDs do not include geographic coordinates.
- 3.30. “**Mapbox DPA**” means Mapbox’s data processing addendum published here: <https://www.mapbox.com/legal/dpa> (or its successor URL).
- 3.31. “**Map Load**” means a new instantiation of a Mapbox GL map object, i.e., anytime new `mapboxgl.Map()` is called, subject to a 12-hour timeout. Each Map Load will not be charged for Vector Tiles and Raster Tiles in the applicable Licensed Application.
- 3.32. “**Map View**” means the following assets retrieved through the Mapping APIs (excluding requests provided by the Mobile SDKs): (i) four (4) Raster Tiles from Mapbox Studio styles; (ii) four (4) Vector Tiles; (iii) 15 Raster Tiles from user-uploaded raster tilesets, Mapbox Editor Classic projects, or Mapbox Studio Classic styles; or (iv) one (1) static map.
- 3.33. “**Mapbox Map**” means a map made up of Licensed Map Content (excluding Boundaries).
- 3.34. “**Mapbox Movement**” means Mapbox’s proprietary dataset of aggregated and de-identified movement data that Mapbox makes available to Customer.
- 3.35. “**Mapbox SDKs**” means, unless specified otherwise herein, the software development kits maintained and made available by Mapbox as described in Mapbox’s documentation, located at [docs.mapbox.com/](https://docs.mapbox.com/)
- 3.36. “**Mapbox Traffic Data**” means the road network speed profiles that Mapbox makes available to Customer.
- 3.37. “**Mapping APIs**” means the Maps service APIs described in Mapbox’s documentation ([docs.mapbox.com/api](https://docs.mapbox.com/api)) or that are included in the Atlas Software.
- 3.38. “**Matrix Element**” or “**Matrix**” or “**Matrix Request**” means each origin-destination pair included in a Matrix API request. For example, a request with three (3) origins and six (6) destinations would result in 18 Matrix Elements.
- 3.39. “**Mobile SDKs**” means the Mapbox SDKs for mobile applications.
- 3.40. “**Monthly Active User**” or “**MAU**” means a device that makes at least one (1) call to a Mapbox API or uses a Mapbox SDK, counted on a monthly basis, per application (counted separately for each SDK), as determined by Mapbox’s records.
- 3.41. “**Order**” means any ordering document for Services Offerings issued by Mapbox that references the Agreement and that has been accepted by Customer.

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- 3.42. **“Permanent Geocode”** means a Geocode obtained from using a Search API in *mapbox.places-permanent* mode (“Permanent Mode”) or an Atlas Permanent Geocode.
- 3.43. **“POI Result”** means a Geocode that is not an Address-Level Geocode or an Area-Level Geocode.
- 3.44. **“Precision Level”** means the detail level of Customer's tileset, as determined by the maximum zoom of Customer's tileset:
- zoom levels 6-10 for 10-meter precision;
  - zoom levels 11-13 for 1-meter precision;
  - zoom levels 14-16 for 30-centimeters precision;
  - zoom levels 17-22 for 1-centimeter precision
- 3.45. **“Pricing Page”** means [www.mapbox.com/pricing](http://www.mapbox.com/pricing) (or its successor URL).
- 3.46. **“Qualified Renderer”** means for a Map Load, use of Mapbox GL JS version 1.0 or higher, and for a Seat, use of Mapbox GL JS Seats version 1.0 or higher (for information on how to download this renderer please read Mapbox's documentation at [docs.mapbox.com/gl-js-seats/](http://docs.mapbox.com/gl-js-seats/)). Mapbox may require Customer to update to a newer version of a Qualified Renderer upon 30 days' advance written notice.
- 3.47. **“Raster Tile”** means one (1) map tile from the Raster Tiles API.
- 3.48. **“Seat”** means an End User that can access one (1) of Customer's Licensed Applications in a month, as determined by Mapbox's records (unless specified otherwise in Customer's Order). Multiple End Users are not allowed to use the same Seat, even if they do not use such Seat at the same time. Each Seat for a specific Licensed Application is not charged for Vector Tiles and Raster Tiles that may be used in connection with the applicable Licensed Application. In order to purchase Seats, Customer must order a quantity of Seats as listed in an active Order.
- 3.49. **“Search APIs”** means the Search service APIs described in Mapbox's documentation (<https://docs.mapbox.com/api/search/>) or that are included in the Atlas Software.
- 3.50. **“Service Offerings”** means, collectively, the Services and Support Services.
- 3.51. **“Services”** means, collectively, the Mapbox APIs, Licensed Map Content, software and other non-support services provided to Customer by Mapbox pursuant to the Agreement.
- 3.52. **“Square Kilometers”** means the area of the surface of the earth represented by Customer's vector or raster tiles.
- 3.53. **“Static Image”** means one (1) image file from the Mapbox Static Images API.
- 3.54. **“Static Tile”** means one (1) raster map tile from the Mapbox Static Tiles API.
- 3.55. **“Studio”** means Mapbox's design studio, described at [www.mapbox.com/mapbox-studio/](http://www.mapbox.com/mapbox-studio/).
- 3.56. **“Support Services”** means the support services (if any) ordered by Customer in accordance with Mapbox's procedures, which support services are described at [www.mapbox.com/support-services](http://www.mapbox.com/support-services) (or successor URL).
- 3.57. **“Temporary Geocode”** means a Geocode obtained from using the Geocoding API in *mapbox.places* mode (“Temporary Mode”).
- 3.58. **“Third-Party Data”** means content, data and/or information that are submitted, posted or otherwise uploaded by third party users of the Services and made available thru the Services. For example, Third-Party Data includes styles developed by third party users of the Services that are displayed on [www.mapbox.com/gallery](http://www.mapbox.com/gallery) (or its successor URL).
- 3.59. **“Tileset Hosting”** means storing a vector or raster tileset on the Mapbox Tiling Service or Uploads API as calculated once per day according to Mapbox's records.
- 3.60. **“Tileset Processing”** means publishing or updating a vector or raster tileset with the Mapbox Tiling Service or Uploads API.
- 3.61. **“Trip”** means either an Active Guidance Session or a Free-Drive Session, and includes all the API calls the Licensed Application makes to support the session.

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3.62. “**Vector Tile**” is one map tile from the Mapbox Vector Tiles API.