Last Updated: October 1, 2025

These Mapbox Product Terms (these "Product Terms" which may be referred to as "Service Terms" in some prior documents) along with all referenced terms are incorporated into the agreement between customer ("Customer") and Mapbox, Inc. and/or one of its wholly-owned subsidiaries ("Mapbox") governing Customer's access and use of the Service Offerings (collectively, the "Agreement"). These Product Terms apply to Customer's and its Licensed Application(s) access or use of the Service Offerings. Any restriction or limitation applicable to a Service Offering applies equally to any feature, component, and portion thereof. Capitalized terms used but not otherwise defined herein have the definitions provided elsewhere in the Agreement.

Customer and its Licensed Application(s) shall comply with the following:

### 1. General Terms

The following 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 access the Service Offerings only using its authorized access credentials (e.g., API access tokens, username/password, and license keys).
- 1.2. Licensed Applications and Additional Licenses. Customer may access or use Service Offerings only in its websites/applications that meet the requirements specified in the definition of Licensed Application. If additional license(s) for a Licensed Application are required as detailed below, Customer is required to purchase those license(s) in an active Order where they shall be listed as separate line item(s). For clarity, a services prepayment does not qualify as an additional license. Each active Order shall also specify Customer's Licensed Application.
  - 1.2.1. **Non-Production Non-Vehicle Use.** Excluding websites/applications related to 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) without purchasing an additional license.
  - 1.2.2. Additional License Required for Vehicle Usage. If Customer's Licensed Application is related to vehicle usage, Customer must purchase an additional license (i.e., a development license for non-production use and/or a commercial license for production use). 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. Additional License Required for Production Use of Specified Categories of Licensed Applications. If Customer makes production use (i.e., use in the course of any business operation, process or analysis) of a D2C Licensed Application (as defined below) but not related to vehicle usage, Customer is not required to purchase a commercial license for production use. If Customer makes production use of a D2C Licensed Application related to vehicle usage, Customer must purchase an additional license as described above. For all other cases (including business-to-business applications, internal-only applications, and applications developed for use by end users of your business customers), Customer must purchase a commercial license for production use. A "Direct-to-consumer (D2C) Licensed Application" is a Licensed Application downloadable or accessible on a public website for which the general public may, through online self-service, obtain a license to use all free and premium features.
- 1.3. **Prohibited Uses**. Customer shall not engage in any of the following uses of the Service Offerings:

- 1.3.1. disseminating or creating material that is abusive, hateful, violent, fraudulent or deceptive, obscene, pornographic or erotic, defamatory, harassing, grossly offensive, vulgar, threatening, malicious, harmful or exploitative of children, featuring self-harm, or glorifying any of the foregoing;
- 1.3.2. aiding or implementing 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 identity, sexual orientation, religion, age, national origin, or any protected classification under applicable law;
- 1.3.3. violating or impairing any legal, contractual, intellectual property or proprietary rights of any person (including Mapbox);
- 1.3.4. operating a product or service where the use or failure of the Service Offerings could lead to death, personal injury, or property or environmental damage;
- 1.3.5. interfering with, disrupting, or attempting to gain unauthorized access to any of Mapbox's accounts, Service Offerings, or computer networks;
- 1.3.6. creating, disseminating, storing, or transmitting viruses, trojan horses, or any other malicious code or program;
- 1.3.7. violating any applicable laws, regulations, or rules; or hosting with, transmitting to or providing to Mapbox any information that is subject to or covered by 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), or Children's Online Privacy Protection 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 available any Service Offering through a Licensed Application 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 in the Agreement;
- 1.3.8. any use that (i) has a high risk of creating economic harm (e.g., gambling, multi-level marketing), (ii) offers or provides legal, medical, or financial advice, or (iii) involves high-risk government decision making; and/or
- 1.3.9. any action that improperly decreases fees owed to Mapbox (e.g., creating multiple accounts to reduce fees or remain within a free monthly usage tier or offering access to the Services Offerings under a "time-sharing" or "service bureau" model). In the event that Mapbox discovers an improper action, without limiting Mapbox's other rights and remedies, Customer shall pay for all fees that would have otherwise been owed.

### 1.4. Attribution and Logo.

- 1.4.1. Mandatory Attribution. When using any Service Offering, Customer shall include the following attribution, as further described in the Attribution Documentation (i) the Mapbox logo, (ii) "© Mapbox" that links to <a href="www.mapbox.com/about/maps">www.mapbox.com/about/maps</a>, (iii) "© OpenStreetMap" that links to <a href="www.openstreetmap.org/about">www.openstreetmap.org/about</a>, and (iv) upon reasonable notice, other attribution, similar in size and placement to the notices 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 accesses or 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 <a href="https://www.mapbox.com/map-feedback">www.mapbox.com/map-feedback</a> (or its successor URL) in

the lower right corner of the map.

- 1.4.3. Form and Format. Customer shall include attribution 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, 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 and promptly remedy the non-compliant attribution.
- 1.5. No Derived Works, Reverse Engineering, or Competitive Uses. Customer shall not (i) modify, create derived 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, (ii) use the Service Offerings to train, operate or improve machine-learning or artificial intelligence (AI) technologies (except with respect to Mapbox Traffic Data and Mapbox Movement Data as expressly permitted under an active Order), (iii) modify, obscure, or delete any product identification, proprietary rights, or other notices included in or with the Service Offerings, or (iv) unless this prohibition is expressly prohibited under applicable law, use the Service Offerings to develop, test, validate, benchmark against, or improve any application, dataset, service, or API that is a substitute for, is substantially similar to, or competes with, any Mapbox product/service.
- 1.6. **No Tracing, Deriving, or Extracting**. Customer shall not trace or otherwise derive or extract content, data and/or information from the Service Offerings except that Customer may use Studio or third-party software to trace Mapbox Maps solely comprised of satellite imagery to produce derivative vector datasets (i) for non-commercial purposes or (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 in this Section. 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 shall 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 an aggregate total of 100 high resolution static digital copies of Licensed Map Content 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; and
    - Japan map data for educational uses in school 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 applicable active Order and those rights shall also be subject to any limitations or restrictions set forth in the Order.
- 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 third-party users' use and enjoyment of any Mapbox product/service (collectively, "**Interfering Uses**"). If Mapbox determines Customer is engaging in Interfering Use, Mapbox may, 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 a 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 otherwise expressly permitted under these Product Terms, 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, (iv) only access Licensed Map Content (other than Data Products) directly from Mapbox APIs, and (v) not export, download, cache or store Licensed Map Content or other results from the Service Offerings.
- 1.10. **No Redistribution**. Except as otherwise expressly permitted under the Agreement, Customer shall not redistribute, encumber, sell, rent, lease, sublicense, assign, disclose, distribute, or otherwise transfer any rights to (or any content, data and/or information 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, including these Product Terms, 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. Additionally, as between Mapbox and Customer, Customer shall maintain a lawful basis for processing to allow Mapbox to collect and use data in accordance with the Agreement (including these Product Terms and the Mapbox DPA and Mapbox Privacy Policy). Without limiting the foregoing, as between Mapbox and Customer, Customer shall (i) provide notices to and obtain all necessary Consents from End Users and (ii) publish and maintain privacy notices for all Licensed Applications that (a) comply with all applicable laws and these Product Terms and (b) contain clear disclosures to End Users stating data shall be collected and used in accordance with these Product Terms, the Mapbox DPA, and Mapbox Privacy Policy.
- 1.12. Beta Service Offerings. In the event that Mapbox chooses to make available Beta Service Offerings, Customer agrees to only access and use them for internal evaluation for the sole purpose of deciding whether to use the Beta Service Offerings if released for production use. Mapbox may change, discontinue or suspend Customer's use of any Beta Service Offering at any time with or without notice. Mapbox's indemnification, support, service level agreements (SLAs) and other obligations do not apply to Beta Service Offerings. NOTWITHSTANDING ANY ELSE IN THE AGREEMENT, 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.
- 1.13. **Open Source Software**. Customer shall not link, merge, or integrate a Service Offering with any software governed by any open source license or "share-alike" licensing terms in any way that would cause a Service Offering (or any of its content, data and/or information) to become subject to those licenses or terms.
- 1.14. Deprecation. While Service Offerings may be updated or changed, if Customer uses a Service Offering in production under an active Order, then Mapbox endeavors to notify Customer via email or website posting at least 12 months prior to a material deprecation of that Service Offering, 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 a Service Offerings 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 accesses or uses a Service Offering that is not covered by a services prepayment under an active Order, Mapbox may suspend or terminate Customer's access and use of that Service Offering with or without notice or cause.
- 1.16. Safety. Customer is solely responsible for supervising use of its Licensed Applications relating to physical movement. INFORMATION PROVIDED BY SERVICE OFFERINGS MAY DIFFER FROM ACTUAL CONDITIONS, MAY INCLUDE ERRORS OR OMISSIONS, AND MAY NOT BE SUITABLE FOR CUSTOMER'S LICENSED APPLICATIONS. CUSTOMER MUST EXERCISE INDEPENDENT JUDGMENT WHEN USING SERVICE OFFERINGS TO ENSURE THAT (I) SERVICES OFFERINGS ARE SUITABLE FOR ITS LICENSED APPLICATIONS AND (II) THE LICENSED APPLICATIONS ARE SAFE FOR USE BY END USERS AND OTHER THIRD PARTIES.

- 1.17. **Regulatory Certifications & Compliance.** Customer is solely responsible for obtaining (and maintaining) necessary regulatory certifications and licenses for its Licensed Applications in all jurisdictions in which Licensed Applications are made available, including any map certifications or licenses. In addition, some features of a Service Offering (*e.g.*, display of speed camera data) may be restricted or limited in some jurisdictions. Customer is responsible for ensuring that the access or use of Services Offerings within its Licensed Applications complies with the regulatory requirements in all jurisdictions in which Licensed Applications are made available.
- 1.18. License. Customer hereby grants to Mapbox a non-exclusive, worldwide, royalty-free right and license to (and to engage service providers to) access, transmit, process, display, use, and create derivative works of any content, data and/or information Customer uploads to the Service Offerings for the purpose of (i) making available the Service Offerings to Customer and (ii) if Customer elects to publish on Mapbox Gallery, providing to third-party customers and users Mapbox products/services. Customer warrants and represents that it has the right to grant Mapbox the foregoing rights.
- 1.19. **Data.** Notwithstanding anything herein to the contrary, nothing in this Agreement shall restrict or limit (i) use by Customer of any data that Customer has the right to access and use independent of the Agreement and (ii) de-identification, aggregation, or anonymization by Mapbox of data obtained through or derived from the access or use of the Service Offerings, as permitted under applicable law and in accordance with the Mapbox Privacy Policy.
- 1.20. **Agreement Compliance**. Customer's exercise of any rights granted under the Agreement is subject to and conditioned upon Customer's compliance with all the terms and conditions of the Agreement, including these Product Terms.

### 2. **Product-Specific Terms**:

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

- 2.1. **Atlas Software**. All licenses to Atlas Basic, Atlas Standard and Atlas Enterprise must be purchased under an active Order where they shall be listed as separate line item(s).
  - 2.1.1. Rate Limits & No Caching. Customer shall not modify the default rate limits in the Atlas Software (except for increases authorized by the purchase of additional Atlas Instances as described below). Except as otherwise expressly permitted under these Product Terms or in the applicable active Order, Customer shall not cache or store Atlas Map Content.
  - 2.1.2. Atlas Instances & Passive Failover. Customer may only purchase additional licenses for Atlas Instances if Customer also has a license for Atlas Enterprise 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. Atlas Search. In order to use Atlas Search, Customer is required to purchase an additional license under an active Order where it shall be listed as a separate line item. Atlas Search shall only be used in connection with Atlas Standard and/or Atlas Enterprise. During the term of an active Order for Atlas Search, Customer may (i) query Atlas Search programmatically and (ii) access and use Atlas Geocoding Data solely for Customer's internal business use, which includes displaying Atlas Geocoding Data (but not latitudes or longitudes) to End Users through the applicable Licensed Application. Customer shall not resell, re-syndicate or otherwise make available any Atlas Geocoding Data to other publishers or third parties.
  - 2.1.4. **Data Updates.** Customer shall not download data updates for Atlas Map Content more frequently than listed in an applicable active Order. Within 30 days of Customer's receipt of written notice from

- Mapbox, Customer shall refresh Atlas Map Content by deleting all Atlas Map Content and downloading a new version from Mapbox.
- 2.1.5. Restrictions. Customer shall not (i) access or use 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 Atlas Software for the benefit of third parties (other than providing Atlas Map Content as part of the applicable Licensed Application during the term of the applicable active Order), (iv) host the Atlas Software in a way that makes it available to the public, or (v) attempt to avoid or modify any of Mapbox's license registration requirements or processes for the Atlas Software.
- 2.1.6. **Reporting.** Upon Mapbox's request from time to time, Customer shall timely report to Mapbox the number of Atlas Installations and Instances by network environment.
- 2.2. **Boundaries**. Boundaries can only be visualized on a Mapbox Map. Except as otherwise expressly permitted in an active Order, Customer shall only access the boundary features of Boundaries through Mapbox APIs (e.g., not through a flat- file).
- 2.3. Chinese Map Data. Mapbox Maps are not licensed for use in China. Customer shall design its Licensed Application(s) such that they cannot be accessed or used by End Users in China. For clarity, this section does not apply to access or use of Licensed Map Content of China by a Customer or an End User located outside of China.
- 2.4. **Copilot**. Copilot shall only be enabled by Customer within a Licensed Application after providing notices to and obtaining (and maintaining) necessary Consents from End Users.
- 2.5. **Mapbox Weather Layers**. Customer shall only access Mapbox Weather Layers through Mapbox APIs or Mapbox SDKs.
- 2.6. **Fleet & Straightaway**. Customer's access and use of Straightaway and Fleet is governed by <a href="https://www.getstraightaway.com/terms-conditions">www.getstraightaway.com/terms-conditions</a> (or its successor URL).

## 2.7. Search APIs.

- 2.7.1. General. Customer shall not use Geocoding Results (i) to develop a general database of points-of-interest, 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, dataset, service or API, (iv) in connection with navigation products preinstalled or integrated into vehicles by vehicle manufacturers, vehicle electronic component manufacturers or vehicle system integrators (unless an additional license for vehicle usage is purchased under an active Order), or (v) for in-flight navigation. In addition, Customer shall not (a) resell, re-syndicate or otherwise make available any Geocoding Results to other publishers or third parties or (b) display the latitudes or longitudes directly to End Users or other third parties.
- 2.7.2. Temporary Geocodes. Customer shall not export, store, or cache Temporary Geocodes. Customer may display Temporary Geocodes (other than the latitudes and longitudes) to its End Users through its Licensed Application(s) and use Temporary Geocodes to position results on a map.
- 2.7.3. Permanent Geocodes. Customer may permanently store Permanent Geocodes and may query the Geocoding API programmatically for Permanent Geocodes. Customer shall only use Permanent Geocodes for Customer's own internal business use. Notwithstanding the foregoing sentence, Customer may use Permanent Geocodes in its Licensed Application if all following conditions are fulfilled (i) access to Permanent Geocodes cannot be a primary or significant feature of a Licensed Application but only used to support an ancillary or incidental feature, (ii) a separate API request for a Permanent Geocode shall be made for each End User account that accesses, uses, or relies on such Permanent Geocode in any way, (iii) the Licensed Application shall not allow an End User to sublicense, sell, rent, lease, transfer, assign, disclose, or distribute a Permanent Geocode to any other End User or third party, and (iv) if Permanent Geocodes are displayed in a Licensed Application,

- latitudes and longitudes may not be made available to End Users.
- 2.7.4. Studio Points as Permanent Geocodes. Points placed on a map through the places search function of the Studio dataset editor are Permanent Geocodes and are subject to the terms applicable to Permanent Geocodes.
- 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, or (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).
- 2.7.6. **Location Details API.** Customer may store and use Mapbox Feature IDs included in Geocoding Results for its internal business purposes. At any time without notice, Mapbox may modify or remove a Mapbox Feature ID and/or any data associated with a Mapbox Feature ID.

### 2.8. Mapping APIs.

- 2.8.1. For Licensed Map Content delivered through a Mapping API, Customer may cache that Licensed Map Content on an End User's device but caching is limited to thirty (30) days on the same device making the Mapping API request. For clarity, the Licensed Application is required to populate any on-device cache of Licensed Map Content delivered through Mapping APIs directly from the Mapping APIs. 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 distribute Licensed Map Content, including from a cache, by proxying, or by using a screenshot or other static image instead of accessing Licensed Map Content directly from 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. In order to qualify for Seats for Web or Map Loads fees, Customer shall use a Qualified Renderer. In the event that Customer fails to use, or interferes with the information sent by, the Qualified Renderer, without limiting Mapbox's other rights and remedies, Customer shall pay for its usage based on the number of API requests at the then-current rates listed on the Pricing Page.

### 2.9. Mapbox SDKs & Mobile SDKs.

- 2.9.1. Mobile SDKs. In addition to compliance with the Mapbox SDK terms below, Customer shall use the Mobile SDKs as Customer's exclusive means of accessing the Service Offerings 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 and Mapbox Privacy Policy. Customer shall not modify, interfere with or limit the data that a Mobile SDK sends to Mapbox, whether by modifying the Mobile SDK or other means (except for implementing an End User opt-out as required below).
- 2.9.2. Minimum Version Requirement for Mobile SDKs. To qualify for MAU fees, Customer shall use one of the following Mobile SDK versions: (i) for Maps SDK, 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) (each, a "Qualified SDK"). In the event that Customer fails to use, or interferes with, the information sent by a Qualified SDK, without limiting Mapbox's other rights and remedies, Customer shall pay for its applicable usage of Service Offerings based on the number of API requests at the then-current rates listed on the Pricing Page. Furthermore, in Customer's Licensed Applications that are mobile applications, Customer shall use the most recent version of the Mobile SDK or a version released within the immediately preceding twelve (12) months.
- 2.9.3. Additional Maps SDK Terms. Customer's license to use the Maps SDK v10.0.0 or higher (for both iOS and Android) (collectively, "Maps SDK v10+") is granted solely by the Agreement. Customer's license above to use and modify the Maps SDK v10+ continues so long as Customer has a Mapbox account in good standing and its license terminates automatically upon termination of Customer's account or

the Agreement.

- 2.9.4. Mapbox SDK Terms. Customer shall not modify, interfere with or limit the data that a Mapbox SDK sends to Mapbox, whether by modifying the Mapbox SDK or through other means (except for implementing an End User opt-out as required below). In addition, Customer shall not modify the billing or accounting code in a Mapbox SDK. Customer may modify other portions of a Mapbox SDK as needed to integrate with its Licensed Application, provided, that Customer does not modify, diminish or otherwise interfere with the billing or accounting code or the data sent to Mapbox.
- 2.9.5. Mapbox SDK Consents and Opt-outs. If a Licensed Application collects or processes precise geolocation data and has End Users in locations that require Consent for that collection or processing (e.g., Connecticut, Delaware, Indiana, Montana, New Hampshire, New Jersey, Oregon, Tennessee, Texas and Virginia), Customer shall obtain (and maintain) those End Users' Consents before accessing or using Service Offerings within Licensed Applications, and Customer shall allow End Users to optout of precise geolocation data sharing using one of the methods described in Mapbox documentation.
- 2.9.6. Geofencing. Geofencing features of the Service Offerings shall only be enabled by Customer after providing notices to and obtaining (and maintaining) necessary Consents from End Users. Customer shall allow End Users to opt-out of geofencing features using one of the methods described in Mapbox documentation. Customer shall not use geofencing features in violation of applicable law to track, build profiles or target advertising around any sensitive location as designated by applicable regulatory authorities (e.g., the US Federal Trade Commission's categorization of medical facilities, religious organizations, correctional facilities, et al. as sensitive locations). Unless Customer has an active Order, Customer shall not direct geofencing features towards sensitive locations or residences.
- 2.10. **Navigation APIs/SDK**. In addition to the compliance with the Mapbox SDK above, the terms below also apply to the Navigation APIs and SDK.
  - 2.10.1. **Navigation APIs.** Customer shall not export, download, cache or store results from any request to a Navigation API.
  - 2.10.2. **Navigation SDK.** Customer's license to use the Navigation SDK v2.0.0 or higher (for both iOS and Android) (collectively, "**Navigation SDK v2+**") is granted solely by the Agreement. Customer's license above to use and modify the Navigation SDK v2+ continues so long as Customer has a Mapbox account in good standing and its license terminates automatically upon termination of Customer's account or the Agreement.
- 2.11. **Studio**. For any style developed in or exported from Studio, Customer shall only use that style within Studio or on a Mapbox Map 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 make available Mapbox Traffic Data or Mapbox Movement Data 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 for Mapbox Traffic Data and/or Mapbox Movement Data, Customer shall only use Mapbox Traffic Data and Mapbox Movement Data for its internal evaluation purposes, and Mapbox may terminate Customer's license to use Mapbox Traffic Data and/or Mapbox Movement Data without notice or cause. During the term of an applicable active Order, Customer may internally store and use Mapbox Traffic Data and/or Mapbox Movement Data (as applicable) solely for the permitted use cases(s) specified in that Order.

### 2.13. Vision SDK.

2.13.1. Except as otherwise expressly permitted under an active Order for Vision SDK, Customer shall only use the Vision SDK in iOS and Android mobile applications and shall not export, download, cache

- or store results from any content, data and/or information generated by Vision SDK.
- 2.13.2. Customer shall not use the Vision SDK to develop a general database of locations or road features for any neighborhood, city, state, country, or other geographic region, or to develop any other general purpose digital map database.
- 2.13.3. Customer shall not distribute the Vision SDK in human readable form or on a standalone basis in any form. Customer may 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 in its Licensed Application by its End Users.
- 2.13.4. By using Vision SDK, Customer acknowledges that the Vision SDK will send Mapbox front-facing camera imagery and derived information (collectively, 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 (and maintain) the necessary rights and Consents for Mapbox's 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.
- 2.13.5. 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.
- 2.13.6. Upon termination of Customer's limited license to use the Vision SDK under an active Order, Customer agrees to immediately destroy all copies of the Vision SDK and Vision Data in its possession or control.
- 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. Customer shall not modify, interfere with or limit the data that a Mapbox SDK sends to Mapbox, whether by modifying the Mapbox SDK or through other means. In addition, Customer shall not modify the billing or accounting code in a Mapbox SDK. Customer may modify other portions of a Mapbox SDK as needed to integrate with its Licensed Application, provided, that Customer does not modify, diminish or otherwise interfere with the billing or accounting code or the data sent to Mapbox. Customer's license to use and modify the Mapbox Web SDK continues so long as Customer has a Mapbox account in good standing and its license terminates automatically upon termination of Customer's account or the Agreement.

#### 3. **Definitions**:

- 3.1. "Active Guidance Session" means a navigation session that has turn-by-turn directions to a specific destination. If a session has multiple legs (e.g., waypoints), each leg is a separate Active Guidance Session.
- 3.2. "Address Auto-Fill" is Mapbox's search service made available through the Address 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 Address Autofill SDK.
- 3.3. "Address Auto-Fill SDK" means a Mapbox SDK to implement address auto-fill features as described in Mapbox documentation.
- 3.4. "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 an address form (whichever occurs first), as set forth in Mapbox documentation.
- 3.5. "Address-Level Geocode" means a Geocoding Result of the address type, as specified in Mapbox

documentation.

- 3.6. "Affiliate" means, with respect to a party, a direct or indirect wholly-owned subsidiary of that party.
- 3.7. "Area-Level Geocode" means a Geocoding Result of the country, region, postcode, district, place, locality, or neighborhood type, as set forth in Mapbox documentation.
- 3.8. "Atlas Basic" means a single Atlas Installation with a right to only use the global basemaps and the Maps APIs features of Atlas Software. Atlas Basic does not include other functionality (including Studio), even if included in the Atlas Software. No additional features or add-ons are available for Atlas Basic.
- 3.9. "Atlas Enterprise" means (i) a single Atlas Installation for use in an internal development environment, (ii) a single Atlas Installation for use in a production environment, and (iii) the right to configure Atlas Installations for high-availability, in each case also with the right to use global basemaps, the Maps APIs and Studio included in the Atlas Software. Customer may also license and use additional Atlas Software functionality but only if specifically listed in the applicable active Order.
- 3.10. "Atlas Geocoding Data" means any geocoding data provided by Atlas Search.
- 3.11. "Atlas Installation" means one (1) installation of Atlas Software that consists of a single "atlas-ddb" database on a single networking environment. Atlas Installations may not be shared across networking environments.
- 3.12. "Atlas Instance" or "Instance" means the right for 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 purchasing one (1) additional Atlas Instance license would increase Customer's rate limit to 200 requests per minute.
- 3.13. "Atlas Map Content" means any content, data and/or information that Mapbox makes available to Customer under the Agreement for use with Atlas Software.
- 3.14. "Atlas Search" means the optional component of Atlas Software that provides geocoding functionality.

  Customer shall also use Atlas Search only if specifically listed in the applicable active Order.
- 3.15. "Atlas Software" means Mapbox's containerized set of services to self-host Mapbox APIs and data on a private cloud or on-premises network (including any source and/or object code and APIs included therein and updates to the foregoing) that Mapbox makes available to Customer under the Agreement.
- 3.16. "Atlas Standard" means (i) a single Atlas Installation for use in an internal development environment and (ii) a single Atlas Installation for use in a production environment, in each case with the right to use global basemaps, the Maps APIs and Studio included with the Atlas Software. Customer may also license and use additional Atlas Software functionality but only if specifically listed in the applicable active Order.
- 3.17. "Attribution Documentation" means <a href="docs.mapbox.com/help/how-mapbox-works/attribution">docs.mapbox.com/help/how-mapbox-works/attribution</a> (or its successor URL).
- 3.18. "Beta Service Offering" means any Service Offering that is in beta, private preview, public preview or not generally available for production use.
- 3.19. "Boundaries" means Mapbox's dataset of global boundary features comprised of vector tilesets and associated metadata that Mapbox makes available to Customer as described in Mapbox documentation.
- 3.20. "China" means, for the purpose of the Agreement, the People's Republic of China, excluding Hong Kong, Macau and Taiwan.
- 3.21. "Consent" means any freely given, specific, informed and unambiguous indication of an End User's wishes by which the End User, through a written statement or by a clear recorded affirmative action, signifies agreement, authorization and/or permission to the processing of personal data relating to the End User.
- 3.22. "Copilot" means the component of the Navigation SDK that collects and processes detailed full-trip trace files of navigation sessions together with longitudes and latitudes and associated search analytics data as set forth in Mapbox documentation.
- 3.23. "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 Data Workbench, the Datasets API, or the Uploads API. Customer is solely responsible for backing up and deleting its Customer Uploads at its discretion.
- 3.24. "Data Products" means, collectively, Boundaries, Mapbox Movement Data and Mapbox Traffic Data to the extent licensed by Customer under an active Order and made available in a flat-file by Mapbox to Customer as described in Mapbox documentation.
- 3.25. "End User" means a distinct human user (i.e., natural person) that accesses or uses any Licensed Application.
- 3.26. "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, the Foreign Exchange and Foreign Trade Act of Japan and Cabinet Orders and Ordinances established under the same Act, 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 European Union or the United Kingdom (each, a "Restricted Person").
- 3.27. "Fleet" means Mapbox's fleet management services accessible through <u>fleet.mapbox.com</u> (or its successor URL).
- 3.28. "Free-Drive Session" means a navigation session without a specific destination. Each Free-Drive Session has a maximum duration of one (1) hour. Free-Drive Sessions will be metered in hourly increments with partial hours rounded up (e.g., a 2.2 free-drive navigation session will be metered as 3 Free-Drive Sessions).
- 3.29. "Geocode" or "Geocoding Result" means the response to any request to a Search API or Atlas Search.

  Responses to bulk geocoding requests constitute multiple Geocoding Results.
- 3.30. "Licensed Application" means any online website, online desktop or mobile application accessing or using any Service Offering that is either: (i) listed in an Order, if Customer has an active Order with Mapbox; or (ii) owned or controlled by Customer, if Customer does not have an active Order with Mapbox. In either case, each Licensed Application must add substantial and independent functionality and value such that the Licensed Application is not a substitute for any Service Offering (even if not the same as those accessed or used by the Licensed Application). Advertising is not substantial or independent functionality or value.
- 3.31. "Licensed Map Content" means any content, data and/or information related to maps or location (e.g., any map tile, static map image, style file, glyph, and/or sprite) that Mapbox makes available to Customer through Mapbox APIs or as Data Products. Licensed Map Content does not include Customer Uploads or Third-Party Data.
- 3.32. "Mapbox API" means, unless otherwise expressly specified under these Product Terms, any application program interface (i) published at <a href="https://docs.mapbox.com/api">docs.mapbox.com/api</a> (or its successor URL) or (ii) in the case of Atlas Software, that is included in the Atlas Software.
- 3.33. "Mapbox documentation" means, unless otherwise expressly specified under these Product Terms, Mapbox's documentation published at <a href="https://docs.mapbox.com">docs.mapbox.com</a> (or its successor URL).
- 3.34. "Mapbox DPA" means Mapbox's data processing addendum published at <a href="https://www.mapbox.com/legal/dpa">www.mapbox.com/legal/dpa</a> (or its successor URL).
- 3.35. "Mapbox Map" means any map that includes any Licensed Map Content (other than Data Products).
- 3.36. "Mapbox Movement Data" means Mapbox's proprietary dataset of aggregated and de-identified movement data that Mapbox makes available to Customer as described in Mapbox documentation.

- 3.37. "Mapbox Privacy Policy" means Mapbox's privacy policies published at <a href="https://www.mapbox.com/legal/privacy">www.mapbox.com/legal/privacy</a> (or its successor URL).
- 3.38. "Mapbox SDK" means, unless otherwise expressly specified under these Product Terms, any software development kit or library maintained and made available by Mapbox as described in Mapbox documentation.
- 3.39. "Mapbox Feature ID" means the globally unique identifier that Mapbox assigns to a particular feature, location or area. Mapbox Feature IDs do not include latitudes or longitudes. A Mapbox Feature ID may also be referred to as a mapbox\_id or Mapbox Canonical ID as set forth in Mapbox documentation.
- 3.40. "Mapbox Traffic Data" means Mapbox's dataset of estimated road speeds that Mapbox makes available to Customer as described in Mapbox documentation.
- 3.41. "Mapbox Weather Layers" means Mapbox's collection of vector and raster-array tilesets representing different weather variables that Mapbox makes available though Mapbox APIs as described in Mapbox documentation.
- 3.42. "Mapping APIs" means Mapbox's maps service APIs that are described in Mapbox documentation or included in the Atlas Software. Mapping APIs may be accessed directly or through a Mapbox SDK.
- 3.43. "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.
- 3.44. "Map View" means the following assets retrieved through the Mapping APIs (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.
- 3.45. "Maps SDK" means the Mapbox SDK for maps as described in Mapbox documentation.
- 3.46. "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.
- 3.47. "Mobile SDKs" means the Mapbox SDKs for mobile applications, including the Maps SDK and Navigation SDK for Mobile.
- 3.48. "Monthly Active User" or "MAU" for an applicable Service Offering means a single installation of a Licensed Application that makes either (i) at least one (1) request to a Mapbox API or (ii) uses a Mapbox SDK, at any time during a calendar month as determined by Mapbox's records. A single website, device, vehicle or unit may have installed multiple Licensed Applications that access or use Mapbox APIs or Mapbox SDKs associated with a Service Offering in a calendar month and one (1) MAU would be metered for each Licensed Application.
- 3.49. "Navigation APIs" means Mapbox's navigation service APIs as described in Mapbox documentation. Navigation APIs may be accessed directly or through a Navigation SDK.
- 3.50. "Navigation SDKs" means the Mapbox SDKs for both maps and navigation as described in Mapbox documentation, including the Navigation SDK for Mobile and Navigation SDK for Automotive.
- 3.51. "Order" means any ordering document for Service Offerings issued by Mapbox specifically to Customer that (i) references the Agreement and (ii) has been executed or accepted by Customer.
- 3.52. "Permanent Geocode" means a Geocode obtained from (i) using a Search API in *mapbox.places-permanent* mode (for Geocoding API v5 or earlier versions) or when the optional permanent parameter is set to true (for Geocoding API v6 or later versions) or (ii) an Atlas Permanent Geocode.
- 3.53. "POI Result" means any Geocode that is not an Address-Level Geocode or an Area-Level Geocode.
- 3.54. "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; or
- zoom levels 17-22 for 1-centimeter precision.
- 3.55. "Pricing Page" means <a href="https://www.mapbox.com/pricing">www.mapbox.com/pricing</a> (or its successor URL).
- 3.56. "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. Mapbox may require Customer to update to a newer version of a Qualified Renderer upon 30 days' advance written notice.
- 3.57. "Raster Tile" means one (1) map tile from the Raster Tiles API.
- 3.58. "Seat" means a distinct End User account that is authorized to access or use a Licensed Application in any calendar month, regardless of actual access or usage. Multiple End Users are not allowed to share the same Seat, even if they are not accessing or using the Seat at the same time. In order to purchase Seats, they must be listed as a separate line item under an active Order. For clarity, a services prepayment does not qualify as a Seat purchase.
- 3.59. "Search APIs" means Mapbox's search service APIs (i) as set forth in Mapbox documentation or (ii) that are included in the Atlas Software. Search APIs may be accessed directly or through a Search SDK.
- 3.60. "Search SDK" means the Mapbox SDK to implement search features as described in Mapbox documentation.
- 3.61. "Service Offerings" means, collectively, the Services and Support Services.
- 3.62. "Services" means, collectively, the Mapbox SDKs, Mapbox APIs, Licensed Map Content, software and other non-support services as provided to Customer by Mapbox pursuant to the Agreement.
- 3.63. "Square Kilometers" means the area of the surface of the earth represented by Customer's vector or raster tiles.
- 3.64. "Static Image" means one (1) image file from the Mapbox Static Images API.
- 3.65. "Static Tile" means one (1) raster map tile from the Mapbox Static Tiles API.
- 3.66. "Straightaway" means Mapbox's mobile application for route planning and turn-by-turn navigation.
- 3.67. "**Studio**" means Mapbox's design studio, described at <a href="https://www.mapbox.com/mapbox-studio/">www.mapbox.com/mapbox-studio/</a> (or its successor URL).
- 3.68. "Support Services" means the support services (if any) ordered by Customer in accordance with Mapbox's procedures, which support services are described at <a href="https://www.mapbox.com/support-services">www.mapbox.com/support-services</a> (or its successor URL).
- 3.69. "Temporary Geocode" means a Geocode other than a Permanent Geocode.
- 3.70. "Third-Party Data" means content, data and/or information that are submitted, posted or otherwise uploaded by third-party users of the Mapbox products/services and made available through the Service Offerings. For example, Third-Party Data includes styles developed by those third-party users that are displayed on <a href="https://www.mapbox.com/gallery">www.mapbox.com/gallery</a> (or its successor URL).
- 3.71. "Tileset Hosting" means storing a vector or raster tileset on the Mapbox Tiling Service or Uploads API, at any time during a calendar day as determined by Mapbox's records.
- 3.72. "Tileset Hosting Day" means a billing unit that corresponds to a single vector or raster tileset being hosted by Mapbox for all or part of a day. If Customer uses Mapbox to host multiple tilesets on a given day, multiple Tileset Hosting Days accrue on that day.
- 3.73. "Tileset Processing" means publishing or updating a vector or raster tileset with the Mapbox Tiling Service or Uploads API.
- 3.74. "Tileset Processing Compute Unit" or "Tileset Processing CU" means a billing unit that corresponds to the amount of compute and processing resources a Tileset Processing job consumes on Mapbox infrastructure as calculated according to Mapbox's records.
- 3.75. "Tileset Processing File Size" means the total size (in megabytes) of a Customer vector or raster tileset

- processed by Mapbox as calculated according to Mapbox's records.
- 3.76. "**Trip**" means either an Active Guidance Session or a Free-Drive Session. A Trip includes all API requests for navigation resources by the Navigation SDK to support the session.
- 3.77. "Vector Tile" means one (1) map tile from the Mapbox Vector Tiles API.
- 3.78. "Vision SDK" means the Mapbox SDK that processes real-time imagery as described in Mapbox documentation.