

Mapbox Marketplace Terms

(AWS Marketplace)

By subscribing to Mapbox's products and services offered via this marketplace ("**Mapbox Offered Products**"), the subscribing individual/entity ("**Customer**") accepts these Mapbox Marketplace Terms and agrees to the following:

Applicable Terms. Customer will comply with and Customer's use of the Mapbox Offered Products is subject to and governed by these Mapbox Marketplace Terms and the Mapbox Terms of Service (available at <https://www.mapbox.com/legal/tos>) ("**Mapbox TOS**"), which are incorporated into these Mapbox Marketplace Terms by reference (collectively, the "**Mapbox Terms**"). Any conflict between these Mapbox Marketplace Terms and the Mapbox TOS shall be resolved in favor of these Mapbox Marketplace Terms.

Subscription.

- **Subscription Term.** Customer's subscription to the Mapbox Offered Products via this marketplace (Customer's "**Subscription**") is valid for 12 months, starting from when Customer first subscribes to the Mapbox Offered Products ("**Subscription Term**"). On expiration of the Subscription Term, Customer will be required to initiate a subsequent subscription to the Mapbox Offered Products (and pay a subsequent Services Prepayment in connection with that subsequent subscription as described below) to continue using the Mapbox Offered Products.
- **Usage Fees.** Customer must pay to Mapbox the applicable usage and access fees for the Mapbox Offered Products as set forth in the Mapbox TOS.
- **Prepayment.** On subscribing to the Mapbox Offered Products via this marketplace, Mapbox (directly or through the marketplace provider) will invoice Customer for, and Customer must pay to Mapbox, a non-refundable (except during the 48-hour cancellation window described below) services prepayment ("**Services Prepayment**") in the amount of one-hundred-thousand dollars (\$100,000 USD). At the end of each billing cycle during the Subscription Term, the unused portion of the Services Prepayment (if any) will be used to pay for amounts owed for Customer's use of the Mapbox Offered Products. Any unused portion of the Services Prepayment will expire at the end of the Subscription Term. If any amounts owed by Customer are not paid for by the Services Prepayment ("**Excess Usage**"), Customer shall pay for such Excess Usage at the rates published at www.mapbox.com/pricing.
- **Subscription Cancellation.** Customer may cancel Customer's Subscription within 48 hours of initiating the subscription to the Mapbox Offered Products (with a refund of any unused portion of the SPP). Customer may not cancel Customer's Subscription or receive a refund of any unused portion of the Services Prepayment after that 48-hour period. Customer will be responsible for paying Mapbox for any usage of the Mapbox Offered Products prior to cancellation.

Miscellaneous

- Customer may use the Mapbox Offered Products only with Customer's direct-to-consumer mobile application (Customer's "Licensed Application" as defined in the Product Terms, at <https://www.mapbox.com/legal/product-terms>). All other uses of the Mapbox Offered Products require a separate, additional license (with potentially additional fees). Such other uses include, but are not limited to, those use cases identified in the "Our Services" section of the Mapbox TOS as requiring an additional license.
- If Customer accepts these Mapbox Terms on behalf of a company or other legal entity, Customer represents that it has the legal authority to bind the legal entity to these Mapbox Terms.
- Mapbox may receive information about Customer from the marketplace provider, including Customer's contact information, Customer's general account and billing details, and details about Customer's acquisition and use of the Mapbox Offered Products through the marketplace (for example, Customer's usage metrics).
- Mapbox may use the above information to bill you directly or indirectly through a third party (e.g., the marketplace provider) acting on Mapbox's behalf or pursuant to Mapbox's instructions for your use of the Mapbox Offered Products and for other purposes set forth or referenced in the Mapbox TOS.