

## MAPBOX EVALUATION LICENSE AGREEMENT

This Evaluation License Agreement (“**Agreement**”), effective as of the later of the two signature dates listed below (the “**Effective Date**”), is made between Mapbox, Inc., (“**Company**”), and the person or company listed on the signature page below (“**Licensee**”). In consideration of the mutual covenants contained herein, Company and Licensee agree as follows:

1. License.

(a) Subject to the terms of this Agreement, Company grants to Licensee a personal, non-sublicensable, non-exclusive, non-commercial, non-transferable, limited license to internally use the products and/or services selected on Exhibit A (including any derivatives thereof and information based therefrom, the “**Evaluation Data**”) solely for the purpose of evaluating whether to license the Evaluation Data from Company.

2. Restrictions.

(a) Licensee’s use of the Evaluation Data shall comply with all applicable laws and regulations in the territories where it uses the Evaluation Data and/or Licensee operates.

(b) Licensee shall not copy, disassemble, reverse engineer (except to the limited extent such restrictions are expressly prohibited by applicable statutory law), modify or alter any part of the Evaluation Data.

(c) Licensee shall not provide access to, sell, lease, sublicense, lend, redistribute, or disclose the Evaluation Data to a third party or otherwise use the Evaluation Data on behalf of any third party.

(d) Licensee shall not use the Evaluation Data to test, validate or benchmark against any other product, service or dataset without Company’s prior written consent (a “**Permitted Benchmarking**”). If there is a Permitted Benchmarking, Licensee shall provide Company with a summary of the results, which Company may use free-of-charge and without restriction to improve its products and services.

(e) If Licensee will receive access to the Evaluation Data via an API, Company shall have the right, in its sole discretion, to limit the number of queries/calls made of the Evaluation Data.

(f) Licensee shall comply with all restrictions listed on Exhibit A, if any, that apply to the Evaluation Data.

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

4. Fees. There are no fees for use of the Evaluation Data pursuant to this Agreement. For the avoidance of doubt, Licensee acknowledges that continued use of the Evaluation Data past the Term (as defined below) is subject to the execution and delivery of a definitive commercial license agreement and that the Company reserves the right, in its sole discretion, to charge for use of the Evaluation Data pursuant to such agreement which charge will be mutually agreed to by Licensee and Company if such a definitive agreement is executed.

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

6. Indemnity. Licensee agrees to defend, indemnify, and hold harmless Company, its affiliates and their employees, contractors, officers, directors and representatives from all liabilities, losses, claims, and expenses, including, without limitation, reasonable attorneys’ fees, that arise from Licensee’s violation of this

Agreement. Company reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by Licensee, in which event Licensee will reasonably assist and reasonably cooperate with Company in asserting any available defenses.

7. WARRANTY DISCLAIMER. The parties acknowledge that the Evaluation Data and any services and data hereunder are provided “AS IS”. COMPANY AND ITS LICENSORS DISCLAIM ALL WARRANTIES RELATING TO THE EVALUATION DATA OR ANY SERVICES OR DATA, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES AGAINST INFRINGEMENT OF THIRD-PARTY RIGHTS, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

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

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

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

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

**IN WITNESS WHEREOF**, intending to be legally bound, the parties have caused their authorized signatories to execute this Agreement as of the Effective Date.

**LICENSEE**

**MAPBOX, INC.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

Licensee \_\_\_\_\_

Legal \_\_\_\_\_

Name: \_\_\_\_\_

## **Exhibit A Evaluation Data**

Evaluation Data shall be the following products and/or services selected with an X.

- Mapbox Boundaries Tileset** – administrative boundaries provided via Mapbox API access
  - Licensee may only use the Evaluation Data in conjunction with a map derived from other Mapbox map tiles.
  - Licensee may not trace the polygons provided as part of the Evaluation Data or extract any substantial part of the geographic information included the Evaluation Data, nor may Licensee permit any third party to do so.
  
- Mapbox Traffic Data** – historical road speed profiles provided in the form of a flat file
  - Licensee may not use the Evaluation Data to improve any other geodata (e.g., map or road network)
  
- Mapbox Movement** – anonymized and aggregated movement data in the form of a flat file
  - Licensee may not use the Evaluation Data to improve any other location data sets or attempt to re-identify any individuals or their locations
  
- Mapbox HD Sign Map** – street sign locations along with metadata in the form of a flat file
  - Licensee may not use the Evaluation Data to improve any other geodata (e.g., map or road network)

**Term: 30 days**