

CARTO End-User License Agreement for CARTO Data

This CARTO End-User License Agreement for CARTO Data ("CARTO Data EULA") is entered into by and between CartoDB Inc., doing business as CARTO, with a place of business at 307 5th Avenue, Floor 9 New York, NY 10016, USA ("CARTO") and the Customer identified on the Order Form in which this CARTO Data EULA is incorporated by reference ("Customer").

**1. Definitions.**

- a. "CARTO Data" means the CARTO data product in which CARTO has ownership rights, made available to Customer pursuant to an Order Form, and any revisions, updates, modifications, and enhancements of that data which CARTO provides to Customer under the Agreement.
- b. "Internal Use" means the use of the CARTO Data for Customer's own personal or internal economic purposes
- c. All other capitalized terms used but not defined herein shall have the meaning given to them in the Agreement.

**2. Grant of License.**

- a. Subject to the terms and conditions of the Agreement, CARTO hereby grants Customer a non-exclusive, revocable, worldwide, non-transferable, non-sublicensable right and license to access and use the CARTO Data during the Service Term.
- b. Upon termination of this CARTO Data EULA, you shall remove and destroy all CARTO Data from your internal systems.

**3. Prohibitions.**

- a. The license granted in this CARTO Data EULA is subject to any limitations specified in Customer's Order Form. In addition, Customer shall not, and shall not permit any other Person to, access or use the CARTO Data except as expressly permitted by this CARTO Data EULA. For purposes of clarity and without limiting the generality of the foregoing, Customer shall not, and shall not permit any other Person to, except as this CARTO Data EULA expressly permits:
  - i. remove or obscure any copyright, trademark notice, or restrictive legend;
  - ii. copy, modify, or create derivative works or improvements of the CARTO Data;
  - iii. reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the CARTO Data or any part thereof;
  - iv. rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the CARTO Data to any other Person, including through or in connection with any time-sharing, service bureau, software as a service, cloud, or other technology or service; or
  - v. use the CARTO Data for purposes of competitive analysis, the development of a competing software product or service, or any other purpose that is to CARTO's commercial disadvantage including without limitation, to develop a general database of locations or points of interest or any other general purpose database.

**4. Intellectual Property, Copyright, Labeling, Publication, and Transfer.**

- a. CARTO Intellectual Property. CARTO will retain all right, title and interest it may have in and to the CARTO Data, including without limitation any and all Intellectual Proprietary Rights therein; licenses, modifications, or derivative works; software, databases, and any and all data or information shared with Customer, including any technology, designs, know-how, infrastructure and other technology used to collect, curate or transmit the CARTO Data. Except as expressly granted in this CARTO Data EULA, nothing will be construed or interpreted as granting to Customer any rights of ownership or any other Intellectual Proprietary Rights in or to the CARTO Data. CARTO reserves all rights to the CARTO Data not expressly granted to Customer in accordance with this CARTO Data EULA.
- b. Any publication of the CARTO Data or transfer of the CARTO Data to any Person that is not an Authorized User requires prior permission of CARTO.
- c. CARTO or the respective copyright holders retain all rights, title, and ownership in trademarks, know-how, and proprietary rights to the CARTO Data, in whole or in part, in its original form and in incorporated form within other analyses or studies.

**5. Changes to CARTO Data.**

- a. CARTO may change the features and functions of the CARTO Data over time.

**6. Confidentiality.**

- a. Licensed CARTO Data contain confidential and proprietary information and material and can contain trade secrets.

**7. Validity.**

- a. This CARTO Data EULA comes into effect on the Effective Date, as defined in the Agreement.

**8. Disclaimers.**

- a. **"As Is" Basis.** EXCEPT AS OTHERWISE SET FORTH HEREIN, CUSTOMER EXPRESSLY AGREES THAT THE USE OF CARTO DATA IS AT CUSTOMER'S SOLE RISK. THE SERVICES, INCLUDING CARTO DATA, ARE PROVIDED ON AN "AS IS," "AS AVAILABLE," "WITH ALL FAULTS" BASIS, AND WITHOUT WARRANTIES OR REPRESENTATIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED.

b. **No warranties.** TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, CARTO DISCLAIMS ALL WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY CUSTOMER FROM CARTO OR THROUGH THE SERVICES, WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN.

c. **Service Quality.** CARTO DOES NOT WARRANT THAT THE SERVICES, INCLUDING THE CARTO DATA, WILL BE UNINTERRUPTED, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS, AND DOES NOT WARRANT THAT ANY OF THE FOREGOING WILL BE CORRECTED.

d. **Accuracy.** CARTO DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS FROM THE USE OF THE SERVICES, INCLUDING THE CARTO DATA, INCLUDING ANY MAPS RENDERED THEREBY, GEOCODING RESULTS OBTAINED, OR DIRECTIONS GENERATED THEREFROM, IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. THE CONTENT IS PROVIDED FOR PLANNING PURPOSES ONLY. CUSTOMER MAY FIND THAT CERTAIN EVENTS CAUSE THE CONTENT TO DIFFER FROM CURRENT CIRCUMSTANCES OBSERVABLE ON THE GROUND. CUSTOMER SHALL EXERCISE BEST JUDGEMENT WHEN USING ANY CONTENT AVAILABLE THROUGH CARTO.

e. **Harm to Your Computer System.** CUSTOMER UNDERSTANDS AND AGREES THAT CUSTOMER USES, ACCESSES, DOWNLOADS, OR OTHERWISE OBTAINS SOFTWARE, SERVICES, MAPS, OR CONTENT THROUGH THE SERVICES OR ANY THIRD-PARTY SITES REFERRED TO ON OR BY THE SERVICES AT CUSTOMER'S OWN DISCRETION AND RISK, AND THAT CUSTOMER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO CUSTOMER'S PROPERTY (INCLUDING CUSTOMER'S COMPUTER SYSTEM) OR LOSS OF DATA THAT RESULTS FROM SUCH DOWNLOAD OR USE.

9. **Limitation of Liability and Damages.**

- Limitation of Liability.** UNDER NO CIRCUMSTANCES, AND UNDER NO LEGAL THEORY, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, SHALL CARTO OR ITS AFFILIATES, CONTRACTORS, EMPLOYEES, AGENTS, OR THIRD-PARTY PARTNERS OR SUPPLIERS, BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, OR USE OR COST OF COVER) ARISING OUT OF OR RELATING TO THIS CARTO DATA EULA, OR THAT RESULT FROM CUSTOMER'S USE OR THE INABILITY TO USE THE CARTO DATA, EVEN IF CARTO OR A COMPANY-AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- Limitation of Damages.** IN NO EVENT SHALL THE TOTAL LIABILITY OF CARTO OR ITS AFFILIATES, CONTRACTORS, EMPLOYEES, AGENTS, OR THIRD-PARTY PARTNERS, LICENSORS, OR SUPPLIERS TO CUSTOMER FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS CARTO DATA EULA OR CUSTOMER'S USE OF THE SERVICES (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY, OR OTHERWISE) EXCEED THE TOTAL AMOUNT OF FEES PAID BY CUSTOMER PURSUANT TO THE AGREEMENT IN THE PRECEDING TWELVE (12) MONTHS.
- Jurisdiction.** CERTAIN JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF YOU RESIDE IN SUCH A JURISDICTION, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS. THE LIMITATIONS OR EXCLUSIONS OF WARRANTIES, REMEDIES, OR LIABILITY CONTAINED IN THIS AGREEMENT APPLY TO YOU TO THE FULLEST EXTENT SUCH LIMITATIONS OR EXCLUSIONS ARE PERMITTED UNDER THE LAWS OF THE JURISDICTION IN WHICH YOU ARE LOCATED. CARTO DISCLAIMS ALL WARRANTIES IN CONNECTION WITH THE SERVICES, AND WILL NOT BE LIABLE FOR ANY DAMAGE OR LOSS RESULTING FROM YOUR USE OF THE SERVICES.
- Claim Period.** CUSTOMER AND CARTO AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THIS CARTO DATA EULA MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

10. **Additional Terms.**

- Governing Law; Jurisdiction.** This CARTO Data EULA will be governed by and construed in accordance with the applicable laws of the State of New York, USA, without giving effect to the principles of that State relating to conflicts of laws. Each Party irrevocably agrees that any legal action, suit or proceeding that is not otherwise subject to the arbitration provisions must be brought solely and exclusively in, and will be subject to the service of process and other applicable procedural rules of, the State or Federal court in New York, New York, USA, and each Party irrevocably submits to the sole and exclusive personal jurisdiction of the courts in New York, New York, USA, generally and unconditionally, with respect to any action, suit or proceeding brought by it or against it by the other Party. Notwithstanding the foregoing, CARTO may bring a claim for equitable relief in any court with proper jurisdiction.