

MAPBOX INC.
VISION SDK EVALUATION AGREEMENT

By clicking on the “Submit” button, you and the entity or company that you represent (“**Customer**” or “**you**”) are unconditionally consenting to be bound by this Vision SDK Evaluation Agreement, and are hereby representing and warranting that you are authorized to bind the company you represent. This Agreement includes and incorporates the evaluation specific language below (the “**Evaluation Terms**”), the Mapbox Terms of Service at www.mapbox.com/tos (“**TOS**”) and the Mapbox Privacy Policy, available at <https://www.mapbox.com/privacy/> (“**Privacy Policy**”). Any inconsistency in the three prior documents shall be resolved by giving precedence in the following order: (i) the Evaluation Terms; (ii) the Privacy Policy; and (iii) the TOS. For the purpose of this Agreement, the Vision Software Development Kit is a “Service” as defined in the TOS.

1. License Grant. Subject to full compliance with the terms of this Agreement, Mapbox, Inc. (“**Mapbox**”, “**we**” or “**us**”) hereby grants Customer a limited, personal, non-sublicensable, non-transferable, royalty-free, revocable, non-exclusive license to use Mapbox’s proprietary software development kit that is provided to you with capabilities to (1) display routing and map information on-top of real-time imagery and/or (2) identify, classify and locate features in real-time imagery, (as such software development kit may change over time) and associated documentation (collectively, the “**Vision SDK**”) solely for internal testing and evaluation (the “**Purpose**”).

2. Beta Product. Customer acknowledges that the Vision SDK is an unreleased and experimental beta product. Accordingly:

- a. Data.** Customer acknowledges that the Vision SDK will send diagnostic, usage, location, imagery and other data back to Mapbox (“**Beta Data**”). Customer will not prevent the Vision SDK from sending Beta Data to Mapbox and will ensure that it has all rights necessary to provide the Beta Data to Mapbox for the use contemplated hereunder. Customer acknowledges and agrees that, as between Customer and Mapbox, Mapbox is the sole and exclusive owner of all Beta Data and may freely exploit all Beta Data.
- b. Feedback.** Customer will provide Mapbox with feedback that Mapbox reasonably requests with respect to Customer’s use of the Vision SDK (e.g., feedback related to usability, performance, interactivity, bug reports and test results), and Customer may voluntarily provide Mapbox with other suggestions, information or materials relating to the Vision SDK (collectively, “**Feedback**”). Customer hereby grants Mapbox a nonexclusive, transferable, sublicensable, worldwide, perpetual, irrevocable, royalty-free license to freely exploit all Feedback.
- c. Warranty Disclaimer.** In addition to the disclaimers set forth in the TOS, CUSTOMER ACKNOWLEDGES THAT THE VISION SDK IS EXPERIMENTAL IN NATURE AND THAT THE VISION SDK IS PROVIDED "AS IS" AND MAY NOT BE FUNCTIONAL ON ANY MACHINE OR IN ANY ENVIRONMENT.
- d. Confidentiality.** The Vision SDK, its associated documentation, any information related to the Vision SDK that either party generates (such as problem reports, analysis and performance information), the fact that you have access to the Vision SDK, and all Beta Data are “**Confidential Information**” of Mapbox. Customer will keep Confidential Information in strict confidence, will only use the Confidential Information for the Purpose, will only provide Confidential Information to those of your and your affiliates’ employees (collectively, “**Representatives**”) who need such information for the Purpose and who agree to confidentiality terms at least as restrictive as those set forth herein. You are responsible for any actions or omissions of anyone with whom you share Confidential Information that

would be a breach of this Agreement if done by you. Except as permitted by the preceding sentence, Customer shall not, without the prior written consent of Mapbox, use, disclose or otherwise make available the Confidential Information to any third party. Customer acknowledges and agrees that due to the unique nature of the Confidential Information, there can be no adequate remedy at law for any breach of Customer's obligations hereunder, that any such breach may allow Customer or third parties to unfairly compete with Mapbox resulting in irreparable harm to Mapbox, and that therefore, upon any such breach or threat thereof, Mapbox shall be entitled to injunctions and other appropriate equitable relief in addition to whatever remedies it may have at law. This clause survives termination or expiration of this Agreement.

3. Term and Termination.

- a. **Term.** This Agreement starts on the date you click the "Submit" button and runs for 45 days following the date on which you receive access to the Vision SDK, unless terminated sooner in accordance with this Section 3.
- b. **Termination.** Either party may terminate this Agreement by providing written notice of termination if the other party materially breaches this Agreement and fails to cure the material breach within 30 days of written notice from the notifying party. In addition, we may terminate this Agreement at any time for any reason, or no reason at all, by providing written notice to you.
- c. **Effect of Termination.** Upon the termination or expiration of this Agreement, you agree to immediately destroy all copies of the Confidential Information (including the Vision SDK and all Beta Data) and provide written certification of the same to us within 15 days after expiration or termination of this Agreement. To the extent you continue to use your Mapbox.com account and any publicly available Mapbox services after the termination of this Agreement, you do so subject to the TOS, as in effect at such time.
- d. **Survival.** Sections 2, 3.c., 3.d and 4.b, and all provisions dealing with indemnification, limitation of liability and disclaimers, shall survive termination or expiration of this Agreement.

4. Miscellaneous.

- a. **Fees.** Use of the Vision SDK itself is free, and to the extent the Vision SDK interacts with publicly available Mapbox services over the course of your evaluation and testing, such use is free as well, subject to our right to unilaterally set rate limits at any time and for any reason. Customer is responsible for all fees and costs related to mobile data usage in connection with the Vision SDK.
- b. **Reverse Engineering.** You may 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 Vision SDK, except to the extent such restriction is expressly prohibited under applicable law, or (ii) modify, obscure, or delete any proprietary rights notices included in or with the Vision SDK. Further, unless expressly prohibited under applicable law, you may not use the Vision SDK or Beta Data to develop, test, validate and/or improve any service or dataset that is a substitute for, or substantially similar to, the Services (including any portion thereof).
- c. **Entire Agreement.** This Agreement supersedes all other agreements between the parties relating to its subject matter.