MAPBOX INC.
VISION SDK EVALUATION AGREEMENT

MAPBOX INC.
视觉软件开发工具包评估协议

This Vision SDK Evaluation Agreement (our "**Agreement**") is entered into as of the later of the two signature dates listed below between Mapbox, Inc., with a principal address of 740 15th St NW, 5th Floor, Washington DC, 20005 ("**Mapbox**", "**we**", "**us**" or "**Licensor**"), and the entity signing below ("**Customer**" or "**you**"). This Agreement includes and incorporates the evaluation specific language below (the "**Evaluation Terms**") and the Mapbox Terms of Service at www.mapbox.com/tos ("**TOS**"). In the event of a conflict between the Evaluation Terms and the TOS, the Evaluation Terms will prevail. For the purpose of this Agreement, the Vision Software Development Kit is a "Service" as defined in the TOS.

本视觉软件开发工具包评估协议（简称我方"**协议**"）于下文所列两个签字日期中较晚者订立，签约双方为 Mapbox, Inc.，其主营场所位于 740 15th St NW, 5th Floor, Washington DC, 邮编：20005（以下简称"**Mapbox**"或"**我方**" 或 "**许可**"），及下方签字实体（简称"**客户**"或"**贵方**"）。本协议包含并整合了下文所述针对评估专用语言（简称"**评估条款**"）、以及 www.mapbox.com/tos 上载明的 Mapbox 服务条款（简称"**服务条款**"）。在评估条款与服务条款之间出现冲突的情况下，将以评估条款为准。就本协议而言，视觉软件开发工具包构成服务条款中定义的"服务"。

1. **License Grant.** Subject to full compliance with the terms of this Agreement, Mapbox hereby grants Customer a limited, personal, non-sublicensable, non-transferable, royalty-free, revocable, non-exclusive license to use its Vision Software Development Kit, as defined in Exhibit A, and associated documentation (collectively, the "**Vision SDK**") solely for internal testing and evaluation (the "**Purpose**").

   授予许可。在充分遵守本协议条款的前提下，仅为了内部测试和评估之目的（简称"**目的**"），Mapbox 特此向客户授予一项有限、个人、不可再授权、不可转让、免特许权使用费、可撤销、非排他的许可，以使用附录 A 中定义的其视觉软件开发工具包及相关文档（统称"**视觉 SDK**"）。

2. **Beta Product.**
   测试产品。

   a. Customer acknowledges that the Vision SDK is an unreleased and experimental beta product. Accordingly, the Vision SDK may produce diagnostic and other data ("**Beta Data**"). Customer will not interfere with the Vision SDK and will ensure that it has all rights necessary for use of the Vision SDK.
   客户认可视觉 SDK 是未发布的试验性测试产品。因此，视觉 SDK 可能会生成诊断数据和其他数据（"Beta 数据"）。 客户不应干扰视觉 SDK，并应确保其拥有使用视觉 SDK 所需的所有权利。,

   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 Licensor a

nonexclusive, transferable, sublicensable, worldwide, perpetual, irrevocable, royalty-free license to freely exploit all Feedback.

反馈。应合理要求，客户将向 Mapbox 提供与客户使用视觉 SDK 相关的反馈（例如与可用性、性能、交互性、缺陷报告和测试结果相关的反馈），且客户可自愿向 Mapbox 提供与视觉 SDK 相关的其他建议、信息或资料（统称"**反馈**"）。客户特此向许可方授予一项自由使用所有反馈的全世界范围内非独家、可转让、可授予可再授权、永久性、不可撤销、免特许权使用费的许可，以免费开发该等反馈。

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.

免责声明。除了服务条款中列明的免责声明外，客户认可本视觉 SDK 处于试验阶段，且仅依现有状态向客户提供，且可能无法在任何机器上或在任何环境下均正常运行。

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.

保密。本视觉 SDK、其相关文档、各方生成的与本视觉 SDK 相关的任何信息（例如问题报告、分析和性能信息）、贵方有权使用本视觉 SDK 这一事实以及所有测试数据均构成 Mapbox 的"**保密信息**"。客户将对所有保密信息严格保密，将仅为了本协议目的使用保密信息，将仅向贵方及贵方关联方为实现本协议目的而有必要知晓该信息的雇员（简称"**代表**"）提供保密信息，但该等雇员须同意与本协议所列保密条款至少具有同等限制程度的保密条款。如任何贵方向任何人士提供了保密信息，该等人士的任何作为或不作为违反了本协议约定的，将视同贵方违反本协议。除非前一句规定另行允许，未经 Mapbox 事先书面同意，客户不得使用、披露保密信息或以其他方式向使保密信息为第三方可得。客户认可并同意，由于保密信息的独特性质，可能无法通过法律就违反本协议项下的任何客户义务提供充分救济，且任何此类违约可能使客户或第三方能够与 Mapbox 开展不公平竞争，进而给 Mapbox 造成不可挽回的损害，且因此在出现任何此类违约或潜在违约的情况下，除了其依据法律可获得的任何救济外，Mapbox 有权获得禁令及其他恰当的衡平法救济。本条款将在本协议终止或届满后继续有效。

3. **Term and Termination.**
   有效期及终止

   a. **Term.** This Agreement starts on the effective date and runs for the number of days listed on Exhibit A, unless terminated sooner in accordance with this Section 3.
   有效期。本协议自生效日起生效，且除非根据本第 3 条提前终止，否则将在附录 A 所列时间内有效。

   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.
   终止。如果一方严重违反本协议且在通知方发出书面通知后三十（30）日内未能补救该严重违约，则另一方可通过发出书面终止通知终止本协议。此外，我方可在任何时间因任何理由，或在无理由的情况下，通过向贵方发出书面通知终止本协议。

   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.
   终止效力。在本协议终止或届满后，贵方同意立刻销毁保密信息（包括视觉 SDK 和所有测试数据）的所有副本，并在本协议届满或终止后十五（15）日内向我方提供书面的销毁证明。如果贵方在本协议终止后继续使用贵方的 Mapbox.com 账户、及任何公众可用的 Mapbox 服务，贵方须遵守当时有效的服务条款。

   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.
   继续有效。第 2、3.c.、3.d 和 4.b 以及有关赔偿，责任限制和免责声明的所有规定,条应在本协议终止或届满后继续有效。

4. **Miscellaneous.**
   其他规定

   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.
   费用。视觉 SDK 本身是免费的，且如果在贵方评估和测试过程中视觉 SDK 与公众可用的 Mapbox 服务相交互，该使用也是免费的。

   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).

逆向工程。贵方（i）不得修改视觉 SDK，创作其衍生作品，反汇编、反编译视觉 SDK 或以其他方式对之进行逆向工程，或试图取得视觉 SDK 的任何源代码或基底结构、想法或算法，但适用法律明确禁止上述限制的情况除外，亦（ii）不得修改、遮挡、或删除视觉 SDK 包含或附带的任何专有权利声明。此外，除非适用法律明确禁止，否则贵方不得将视觉 SDK 或测试数据用于开发、测试、验证和/或改进可取代本服务（包括其任何部分）的、或与之大致相似的任何服务或数据集。

c. **Dispute Resolution**. This Agreement shall be governed by and construed and enforced in accordance with the laws of Hong Kong excluding conflict of law rules and principles. All disputes, controversies and claims arising out of or relating to this Agreement or to a breach thereof, including its interpretation, performance or termination, shall be finally resolved by arbitration in Hong Kong, using the English language in accordance with the Arbitration Rules and Procedures of the Hong Kong International Arbitration Centre ("**HKIAC**") then in effect, by one or more commercial arbitrators with substantial experience in resolving complex commercial contract disputes involving software and technology, who may or may not be selected from the appropriate list of HKIAC arbitrators. If the parties cannot agree upon the number and identity of the arbitrators within fifteen (15) days following the submission of a dispute, controversy or claim for arbitration, then a single arbitrator shall be selected on an expedited basis in accordance with the Arbitration Rules and Procedures of HKIAC. The arbitrator(s) shall have the authority to grant specific performance and to allocate between the parties the costs of arbitration (including service fees, arbitrator fees and all other fees related to the arbitration) in such equitable manner as the arbitrator(s) may determine. The prevailing party in the arbitration shall be entitled to receive reimbursement of its reasonable expenses (including reasonable attorneys' fees, expert witness fees and all other expenses) incurred in connection therewith. Judgment upon the award so rendered may be entered in a court having jurisdiction or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. Notwithstanding the foregoing, each party shall have the right to institute an action in a court of proper jurisdiction for injunctive or other equitable relief. For all purposes of this Section, unless otherwise elected by Mapbox in writing for a particular instance, the sole jurisdiction and venue for actions related to the subject matter hereof shall be the courts located in Hong Kong, and both parties consent to the jurisdiction of such courts.

争议解决。本协议应受香港法律管辖，并根据香港法律解释和执行，但不包括任何法律冲突规则和原则。因本协议或违反本协议约定（包括其解释、履约或终止）而引起的或与之相关的所有争议、分歧和索赔均应在香港仲裁解决，仲裁语言为英语，根据当时有效的香港国际仲裁中心（简称"**HKIAC**"）仲裁规则和程序，由一位或多位商业仲裁员通过仲裁最终解决，且该（等）仲裁员须对于解决涉及软件和技术的复杂商业合同争议具有丰富经验，且可以（但非必须）出自 HKIAC 的恰当仲裁员名单或不出自该名单。如果双方无法在将争议、分歧或索赔提请仲裁后十五（15）日内就仲裁员的人数和身份达成一致，则将根据 HKIAC 仲裁规则和程序尽快选出一名仲裁员。该（等）仲裁员应有权作出强制履约裁决，并以该（等）仲裁员可能认为公平的方式在双方之间分配仲裁费用（包括服务费、仲裁员费用以及与仲裁相关的所有其他费用）。仲裁胜诉方有权就其此产生的合理开销（包括合理的律师费、专家证人费及所有其他开销）获得补偿。具有司法管辖权的法院可根据

上述裁决作出判决，或可向该法院申请司法认可任何此类裁决及强制执行令，具体视情况而定。尽管有上述规定，各方均有权在具有适当管辖权的法院提起诉讼，以便寻求禁令或其他衡平法救济。就本条的所有目的而言，除非 Mapbox 就某一特定情况以书面形式作出其他选择，否则与本协议标的相关的诉讼的唯一司法管辖区和审判地点应是位于香港的法院，且双方均同意该等法院的司法管辖权。

d. **Language**. This Agreement is written in English and Chinese languages. If there is any discrepancy between English and Chinese, the English version shall prevail.
语言。本协议用英文和中文写就。若英文版本和中文版本任何不一致之处，以英文版本为准。

e. **Entire Agreement**. This Agreement supersedes all other agreements between the parties relating to its subject matter.
完整协议。本协议取代双方之间就本协议标的事宜达成的所有其他协议。

Customer:

客户：

_____   _____
Legal Name: Legal Address:

法定名称：   法定地址：

_____   _____
Signature: Date:

签字：   日期：

_____
Title:

职位：

Mapbox:

_____   _____
Signature: Date:

签字：   日期：

_____   _____
Name: Title:

姓名：   职位：

Exhibit A

附录 A

"**Vision SDK**" means 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. Exact capabilities may change over the course of this Agreement.

"**视觉 SDK**"指将向贵方提供的 Mapbox 专有软件开发工具包，且其功能为：（1）在实时图像顶部显示路径和地图信息，和/或（2）识别、分类和定位实时图像中的功能。在本协议履行过程中，具体功能有可能发生变化。

Term: _____ days

期限：_____天