

## MAPBOX MASTER SERVICES AGREEMENT

### MAPBOX主服务协议

1. **Scope; Definitions.** This Master Services Agreement (“**Agreement**”) shall govern your use of all Service Offerings, unless we execute a separate agreement with you that specifically modifies or supersedes this Agreement. Capitalized terms used but not defined herein have the definition provided in Exhibit A or the Service Terms.  
**范围；定义。**除非我方与贵方另行签订协议，用以明确修改或替代本协议，否则，本主服务协议（“**本协议**”）将适用于贵方使用所有服务产品的行为。在本协议中使用但未予定义的术语，应具有附件A或服务条款规定的含义。
2. **License.** Subject to your full compliance with the terms and conditions of this Agreement, during the Term we grant to you a non-exclusive, non-sublicensable, non-transferable (except in accordance with Section 13.2) license in the Territory to access and use the Services solely within the Licensed Applications.  
**许可。**在贵方完全遵守本协议的条款和条件的前提下，在本协议有效期内，我方向贵方授予一项非排他性、不可分许可、不可转让（符合第13.2条规定的除外）的许可，用于在指定地区仅在获许可应用程序中访问和使用服务。
3. **Service Levels.** During the Term, we will provide the Service Offerings in accordance with our service level agreement located at [www.mapbox.com/sla](http://www.mapbox.com/sla) and our support services agreement located at [www.mapbox.com/support-services](http://www.mapbox.com/support-services).  
**服务水平。**在本协议有效期内，我方将根据[www.mapbox.com/sla](http://www.mapbox.com/sla)中所述的服务水平协议和[www.mapbox.com/support-services](http://www.mapbox.com/support-services)中所述的支持服务协议提供服务产品。
4. **Service Terms.** You agree to comply with the Service Terms.  
**服务条款。**贵方同意遵守服务条款。
5. **Charges and Payment**  
**费用 and 支付**
- 5.1 **Fees.** By accessing or signing up to use any Service Offering, you agree to be responsible for the fees owed for such Service Offerings, as calculated by our records, which may be billed in advance or in arrears. Fees for the Services Offerings are listed on our Pricing Page and/or in your Order(s); in the event of any conflict, the prices set out in your Order shall apply. All fees are stated and solely payable in U.S. Dollars, are non-refundable and are not subject to set off, unless expressly stated otherwise in this Agreement. You are solely responsible for all of your bank fees, interest charges, finance charges, over-draft charges, and any other fees you incur as a result of the charges billed by us.  
**费用。**通过访问或注册使用任何服务产品，贵方同意承担按照我方的记录对服务产品计收的费用，该费用可事先或事后出具账单。服务产品的费用列于我方的定价页

面和/或贵方的订单中；如有任何冲突，以贵方订单中所列的价格为准。除本协议另有明确规定外，所有费用均以美元计价，且仅可用美元进行支付，付款不可退还和用于抵销。贵方独自承担因我方计收费用而产生的所有银行规费、利息费用、财务费用、透支费用和任何其他费用。

## 5.2 Payment.

### 5.2 支付。

**5.2.1 Method.** If we authorize payment other than by credit card, you must pay us within 30 days of the date of an invoice (or such shorter time period if required under applicable law, provided that we note such shorter time period on the invoice) via wire transfer, electronic ACH transfer, or check. Otherwise, you agree to maintain an active and current credit card on file with us at all times and we will charge your credit card for any amounts that you owe us, including (if applicable) on a recurring basis and for advance payments.

**5.2.1 方法。**如果我方授权使用信用卡以外的其他方式付款，贵方必须在我方开具发票之日后30天内（或在适用法律要求的更短期限内，前提是我方在发票上注明该期限），通过电汇、电子自动清算中心（ACH）或支票向我方付款。否则，贵方同意始终保留一张当前有效的信用卡在我方进行存档，我方将通过贵方的信用卡支取贵方向我方欠付的款项，包括（如适用）经常性款项和预付款。

**5.2.2 Late Payments.** If any amounts owed are past due, then we may immediately and without notice suspend the Service Offerings until all amounts owed are paid in full. Re-activation of the Service Offerings will occur promptly following our confirmation of payment in full of all amounts owed. Any amounts owed that are not paid on or before the date such payment is due under this Agreement will bear interest at the lesser of 1.5% per month or the maximum rate permitted by law, starting on the first date on which payment was delinquent and calculated on the number of days such payment is overdue.

**5.2.2 逾期付款。**如果任何款项逾期未付，我方可在不通知贵方的情况下，立即暂停服务产品，直至所有欠款全部付清。我方确认所有欠款全部付清后，将立即重新恢复服务产品。未于本协议项下的付款到期日或之前支付的任何欠付款项，将按照1.5%的月利率或法律允许的最高利率，自拖欠付款的首日起，按照逾期付款的天数计收罚息。

## 5.3 Taxes.

### 5.3 税费。

**5.3.1 General.** Listed or quoted fees do not include taxes, and you agree to pay all sales/use, gross receipts, value-added, GST, personal property or other tax (including any interest and penalties) with respect to the transactions and payments under this Agreement, other than taxes based on our income, employees or real property. You agree to work with us to help us obtain any necessary withholding or royalty tax exemptions where applicable.

**5.3.1 一般规定。**列出费用或报价不包括税费，且贵方同意支付与本协议项下的交易和付款有关的所有销售税/使用税、总收入税、增值税、商品及服务税、个人财产税或其他税费（包括任何利息和罚款），但不包括基于我方的收入、雇员或不动产而收取的

税费。贵方同意与我方进行合作，在适用情况下帮助我方获得任何必要的预扣税或特许权使用税税收豁免。

**5.3.2 Withholding.** Notwithstanding the foregoing, all payments made by you to us under this Agreement will be made free and clear of any deduction or withholding. If any such deduction or withholding (including but not limited to cross-border withholding taxes) is required by law on any payment, you will pay such additional amounts as are necessary so that the net amount received by us after such deduction or withholding will be equal to the full amount that we would have received if no deduction or withholding had been required. The payment of any taxes, charges or fees required to be deducted or withheld from payments due to us, and the filing of any information or tax returns with respect thereto, shall be your responsibility. Upon your reasonable request, we will provide you with any existing tax forms in our possession that would reduce or eliminate the amount of any such withholding or deduction for taxes.

**5.3.2 预扣。** 尽管有上述规定，贵方根据本协议向我方支付的所有款项，均无任何扣除或预扣。如果法律要求对任何付款进行任何扣除或预扣（包括但不限于跨境预扣税），贵方应支付必要的额外款项，以便我方在扣除或预扣相关税款后所收到的净额，等于我方在无须进行扣除或预扣时本应收到的全部金额。贵方应负责支付从应付给我方的款项中扣除或预扣的税费、规费或费用，并提交与此相关的信息或纳税申报表。在贵方合理要求后，我方将向贵方提供我方持有的任何现有税单，该等税单可以减少或消除此类税费扣除或预扣的金额。

## 6. Ownership Rights

### 6. 所有权

**6.1 Your Uploads.** As between you and us, you own all right, title and interest in and to Your Uploads.

**6.1 贵方的上传内容。** 在贵方和我方之间，贵方拥有贵方的上传内容的所有权利、所有权和利益。

**6.2 Service Offerings.** As between you and us, we own and reserve all right, title and interest in and to the Service Offerings.

**6.2 贵方的上传内容。** 在贵方和我方之间，贵方拥有贵方的上传内容的所有权利、所有权和利益。

**6.3 Feedback.** Notwithstanding any other provision of this Agreement, you acknowledge and agree that we may, free-of-charge and without restriction, exploit and make available any and all feedback, suggestions, ideas, enhancement requests, recommendations or other information you and parties acting on your behalf provide to us relating to the Service Offerings.

**6.3 反馈。** 尽管本协议有任何其他规定，贵方确认并同意，我方可以免费且不受限制地利用及提供与贵方或代表贵方行事的人向我方提供的与服务产品有关的任何及所有反馈、建议、理念、改进请求、推荐内容或其他信息。

## 7. Confidentiality

### 7. 保密

- 7.1 “**Confidential Information**” means information disclosed by a party to the other party under this Agreement that is marked as confidential or that would normally be considered confidential under the circumstances. Confidential Information does not include information that: (a) the recipient of the Confidential Information already knew before receiving the Confidential Information from the other party; (b) becomes public through no fault of the recipient; (c) was independently developed by the recipient without use of or reference to the other party’s Confidential Information; or (d) was rightfully given to the recipient by another party.
- 7.1 “**保密信息**”是指一方根据本协议向另一方披露的标记为保密信息的信息，或在当时情况下通常视为保密信息的信息。保密信息不包括下列信息：（a）保密信息接收方在从另一方处收到保密信息前已经知晓的信息；（b）非因接收方的过错而公开的信息；（c）接收方在未使用或参考另一方保密信息的情况下独立开发的信息；或（d）其他方依法提供给接收方的信息。
- 7.2 **Use of Confidential Information.** The recipient will use the other party’s Confidential Information only to exercise its rights and fulfill its obligations under the Agreement. The recipient will use reasonable care to protect against disclosure of the other party’s Confidential Information to parties other than the recipient’s employees, Affiliates, agents, or professional advisors (“**Representatives**”) who need to know it and who have a legal obligation to keep it confidential. The recipient will ensure that its Representatives are subject to no less restrictive confidentiality obligations than those herein. Notwithstanding the foregoing, the recipient may disclose the other party’s Confidential Information to the extent required by applicable legal process; provided that the recipient uses commercially reasonable efforts to: (a) promptly notify the other party of such disclosure before disclosing, to the extent permitted by law, and (b) comply with the other party’s reasonable requests regarding its efforts to oppose the disclosure.
- 7.2 **使用保密信息。**接收方仅可将另一方的保密信息用于行使其在本协议项下的权利和履行其在本协议项下的义务。接收方将合理注意防止将另一方的保密信息披露给其他方，但需要知晓该信息并依法负有保密义务的接收方雇员、关联方、代理人或专业顾问（“**代表**”）除外。接收方应确保其代表承担的保密义务不低于本协议规定的保密义务。尽管有上述规定，接收方可在适用法律程序所要求的范围内，披露另一方的保密信息；但前提是，接收方应尽商业上合理的努力：（a）在法律允许的范围内，在披露前及时通知另一方该披露，并（b）遵守另一方关于其努力反对披露的合理要求。
- 7.3 **Reference to Non-Confidential Use.** During the Term, either party may use the other party’s name and logo for the purpose of identifying the other party as a commercial partner, and, if the Licensed Application is not confidential (including because it is publicly available or because you are publicly advertising it), may describe the Licensed Application. At any time, the referenced party may request that the referencing party cease any public use of the referenced party’s name and logo that they consider objectionable, and the referencing party will cease such use as soon as reasonably practicable.
- 7.3 **用于非保密用途。**在有效期内，如果获许可应用程序并非保密的（包括由于其变得公开可获得或由于贵方公开宣传获许可应用程序），则任何一方均可为了指明另一方为其商业合作伙伴及描述非保密使用之目的而使用另一方的名称和徽标。被引用方可随时要求引用方停止公开使用其认为不合适的被引用方名称和徽标，引用方将

合理尽快停止该使

## 8 Representations and Warranties

### 8 声明和保证

**8.1 Mutual Representations.** Each party represents and warrants that: (i) it has the full corporate right, power and authority to enter into this Agreement; and (ii) when executed and delivered by it, this Agreement will constitute its legal, valid and binding obligation, enforceable against it in accordance with its terms.

**8.1共同声明。**各方声明并保证：(i) 其拥有签订本协议的所有公司权利、权力和权限；及(ii) 本协议一经签署和交付，将构成其合法、有效且有约束力的义务，可根据本协议的条款对其强制执行。

**8.2 Disclaimer of Warranty.** EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 8, THE PARTIES AND THEIR RESPECTIVE LICENSORS DO NOT MAKE, AND HEREBY DISCLAIM, ALL OTHER REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS AND NONINFRINGEMENT OF THIRD PARTIES' RIGHTS.

**8.1免责声明。**除第8条另有明确规定外，双方及其各自的许可方均未作出，且特此否认所有其他明示或默示的声明或保证，包括关于所有权、适销性、适合特定用途、准确性、完整性及不侵犯第三方权利的保证。

## 9 Indemnification

### 9 赔偿

#### 9.1 Indemnification by us

##### 9.1 由我方赔偿

9.1.1 Subject to the limitations in this Section 9, we will indemnify, defend and hold you harmless from any costs, liabilities, damages or other amounts actually paid or payable to unaffiliated third parties (including reasonable attorneys' fees) in connection with any third party claim, action, suit or demand (each, a "**Claim**") to the extent that such Claim is based on an allegation that the Services infringe a copyright or misappropriate a trade secret of a third party.

9.1.1在根据第9条所述限制条件的前提下，对于因第三方指控我方服务侵犯第三方版权或盗用第三方商业秘密并提出任何第三方索赔、诉讼、讼案或诉求（简称“**索赔**”）而产生的与索赔有关的任何实际已付或实际应付给非关联第三方的费用、负债、损害赔偿或其他款项（包括合理的律师费），我方将向贵方进行赔偿，为贵方进行抗辩，并使贵方免受损害。

9.1.2 We will have no obligation to indemnify you for any Claim to the extent it is based on (i) your use of the Services other than as authorized by this Agreement; (ii) your failure to use updated or modified Services that we make available to you that would have helped avoid or mitigate the Claim; (iii) your

continued use of the Services after receiving notice from us to stop doing so in order to avoid further infringement or misappropriation; or (iv) the combination, operation or use of the Services with equipment, devices, software, systems, or data that we didn't supply (subparts (i)-(iv) are collectively "Indemnity Exclusions").

9.1.2 我方无义务就基于下列情形所提出的索赔而向贵方提供赔偿：(i) 贵方未经本协议授权而使用服务；(ii) 贵方未能使用我方提供给贵方的帮助避免或减轻索赔的更新后服务或修改后服务；(iii) 在收到停止使用服务以避免进一步侵权或滥用的通知后，贵方仍继续使用服务；或 (iv) 将服务与非由我方提供的设备、装置、软件、系统或数据结合进行操作或使用（第 (i) 项至第 (iv) 项所述的情况统称“**赔偿例外情形**”）。

9.1.3 If your use of the Services is, or in our reasonable opinion is likely to be, subject to a Claim, we may, at our sole option and at no charge to you (and in addition to our indemnity obligation to you): (i) procure for you the right to continue using the Services; (ii) replace or modify the Services so that they are non-infringing and include substantially similar functionality as the original Services; or (iii) if options (i) and (ii) above are not commercially practicable in our reasonable estimation, we can terminate your right to use the impacted Service and related licenses granted hereunder (in which event, you will immediately stop using the impacted Service) and provide a pro-rata refund of any unused pre-paid fees for the impacted service as of the date of termination.

9.1.3 如果贵方使用服务遭受索赔，或我方合理认为贵方使用服务可能会引发索赔，（除我方对贵方负有的赔偿义务之外）我方还可以自行选择免费：(i) 为贵方获得继续使用服务的权利；(ii) 更换或修改服务，以使其不侵权并包括与原服务基本类似的功能；或 (iii) 如果我方合理估计上述第 (i) 项和第 (ii) 项所述的选择在商业上不可行，我方可以终止贵方使用受影响服务和根据本协议所授予的相关许可的权利（在这种情况下，贵方须立即停止使用受影响服务），并按比例退还截至终止日期尚未使用的受影响服务预付费。

9.1.4 THIS SECTION 9 SETS FORTH OUR SOLE AND EXCLUSIVE OBLIGATIONS, AND YOUR SOLE AND EXCLUSIVE REMEDIES, WITH RESPECT TO CLAIMS OF INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY AND ANY OTHER CATEGORY OF CLAIMS OTHERWISE SPECIFICALLY COVERED UNDER OUR INDEMNITY OBLIGATION (IF ANY). NO PARTY TO THIS AGREEMENT SHALL BE ENTITLED TO ANY FORM OF IMPLIED OR EQUITABLE INDEMNIFICATION AT ANY TIME, WHETHER BASED ON A THEORY OF CONTRACT, TORTS (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND ANY RIGHT THERETO IS HEREBY IRREVOCABLY WAIVED AND DISCLAIMED BY EACH OF THE PARTIES.

9.1.4 **第9条规定了我方对关于侵犯或盗用知识产权的索赔，以及在我方的赔偿义务项下明确涵盖的任何其他类型的索赔(如有)，所须承担的唯一且排他性的义务，以及贵方对此享有的唯一且排他性的救济。本协议的任何一方在任何时候均无权获得任何形式的默示赔偿或衡平法赔偿，无论是基于合同理论、侵权行为（包括疏忽）、严格责任还是其他理由，并且各方特此不可撤销地放弃和否认任何与此相关的权利。**

9.2 **Indemnification by you.** Subject to Section 9.3, you agree to indemnify, defend and hold us harmless from any Claim to the extent that it is based on (i) use of the Service Offerings by you or any third party other than as expressly authorized by this Agreement;(ii) content you submit or post

to the Service Offerings; or (iii) an Indemnity Exclusion.

**9.2 由贵方赔偿。**在不违反第9.3条的情况下，如果索赔是基于下列各项而提出：(i) 贵方或任何第三方未经本协议明确授权而使用服务产品；(ii) 贵方提交或发布到服务产品中的内容；或 (iii) 赔偿例外情形，则贵方同意就该索赔向我方进行赔偿，为我方进行抗辩，并使我方免受损害。

**9.3 Process.** If a party entitled to indemnification (the “**Indemnified Party**”) becomes aware of any indemnifiable Claim, such party shall give the other party (the “**Indemnifying Party**”) notice of such Claim as soon as reasonably practicable. The Indemnified Party shall cooperate, at the expense of the Indemnifying Party, with the Indemnifying Party and its counsel in the defense or settlement of the Claim, and shall allow the Indemnifying Party to have sole control of the defense or settlement. Subject to the prior sentence, the Indemnified Party shall have the right to participate fully, at its own expense, in the defense of such Claim. Any compromise or settlement of a Claim requiring the Indemnified Party to admit liability or to pay any money shall require the prior written consent of both parties, such consent not to be unreasonably withheld or delayed. The indemnity obligations of the Indemnifying Party shall be contingent on the Indemnified Party’s compliance with this process.

**9.3 程序。**如果有权获得赔偿的一方 (“**受偿方**”) 知晓任何可受偿索赔，该方应合理尽快地向另一方 (“**赔偿方**”) 发出关于该索赔的通知。受偿方应配合赔偿方及其法律顾问就索赔进行抗辩或解决索赔，费用由赔偿方承担，并应允许赔偿方完全控制抗辩过程或和解过程。根据前一句规定，受偿方应有权在自担费用的情况下充分参与该索赔的抗辩。任何要求受偿方确认责任或支付任何款项的索赔的妥协或和解方案，均须经本协议双方事先书面同意，双方不得无故拒绝或延迟作出该同意。赔偿方的赔偿义务的先决条件是受偿方遵守本条规定的程序。

## **10. Limitations of Liability**

### **10. 责任限制**

**10.1 Limitation on Indirect Liability.** EXCEPT FOR THE PARTIES' INDEMNIFICATION OBLIGATIONS HEREUNDER, FAILURE TO PAY FEES OWED HEREUNDER, VIOLATIONS OF SECTION 2, AND INFRINGEMENT OF OUR INTELLECTUAL PROPERTY BY YOU OR YOUR USERS (COLLECTIVELY, “**LIMITATION EXCEPTIONS**”), UNDER NO CIRCUMSTANCES, AND UNDER NO LEGAL THEORY, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, SHALL EITHER PARTY OR ITS AFFILIATES, CONTRACTORS, EMPLOYEES, AGENTS, OR THIRD PARTY PARTNERS, LICENSORS, OR SUPPLIERS, BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, DATA, OR USE OR COST OF COVER) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THAT RESULT FROM THE USE OF OR THE INABILITY TO USE THE SERVICE OFFERINGS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**10.1 间接责任限制。**除双方在本协议项下的赔偿义务、未能支付本协议项下应付的费用、违反第2条规定及贵方或贵方用户侵犯我方或我方许可方的知识产权（统称“**限制例外情况**”）外，在任何情况下，根据任何法律理论，包括但不限于疏忽，任何一方或其关联方、承包商、雇员、代理人或第三方合作伙伴、许可方或供应商，均不

承担因本协议产生的或与本协议有关的或因使用或未能使用服务产品而产生的任何特殊性、间接性、附带性、后果性或惩罚性损害赔偿（包括但不限于利润损失、数据丢失、使用损失或弥补费用），即使该方已被告知发生该损害赔偿的可能性。

**10.2 Limitation on Amount of Liability.** EXCEPT FOR THE LIMITATION EXCEPTIONS, IN NO EVENT SHALL THE TOTAL LIABILITY OF EITHER PARTY OR ITS AFFILIATES, CONTRACTORS, EMPLOYEES, AGENTS, OR THIRD-PARTY PARTNERS, LICENSORS, OR SUPPLIERS FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE SUPPORT SERVICES OR THE SERVICES (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY, OR OTHERWISE), IN THE AGGREGATE, EXCEED THE FEES PAID AND PAYABLE TO US IN THE TWELVE-MONTH PERIOD PRIOR TO THE DATE ON WHICH THE DAMAGE OCCURRED.

**10.2 责任额限制。**除限制例外情况外，任何一方或其关联方、承包商、雇员、代理人或第三方合作伙伴、许可方或供应商对因本协议、支持服务或服务而产生的或与之相关的所有损害赔偿、损失和诉因(无论是基于合同、侵权（包括疏忽）、保证还是其他理由)所承担的合计责任在任何情况下，均不得超过在损害发生之日前十二个月内已付及应付给我方的费用。

**10.3 Beta Service Offerings.** NOTWITHSTANDING THE FOREGOING, THE TOTAL LIABILITY OF US OR OUR AFFILIATES, CONTRACTORS, EMPLOYEES, AGENTS, OR THIRD-PARTY PARTNERS, LICENSORS, OR SUPPLIERS FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION ARISING OUT OF OR RELATING ANY BETA SERVICE OFFERINGS SHALL NOT EXCEED RMB 100 YUAN.

**10.3 测试版服务产品。**尽管存在上述规定，我方或我方关联方、承包商、雇员、代理人或第三方合作伙伴、许可方或供应商，对因任何测试版服务产品产生的或与之相关的所有损害赔偿、损失和诉因所承担的合计责任，不得超过人民币500元。

## **11. Term and Termination**

### **11. 有效期和终止**

**11.1 Term.** The Agreement begins on the Effective Date and continues until terminated as provided below (the “Term”). Each Order begins and ends as specified therein, unless terminated as provided below. Termination will not alter your obligations to pay all fees and charges due to us as of and through the date of termination, including any fees billed in advance.

**11.1 有效期。**本协议自生效日期起生效，并且在根据下文规定终止之前持续有效（“有效期”）。除按照下文规定终止外，每份订单均据其规定开始和结束。终止不会更改贵方在终止之日及之前支付对我方欠付的所有费用和收费的义务，包括任何提前开具账单的费用。

**11.2 Termination for Convenience.** If there are no outstanding Orders, either party may terminate this Agreement for convenience by providing 30 days’ advance written notice to the other party; provided that if you terminate under this paragraph you will not receive a refund of any prepaid fees. In addition, on 30 days’ advance notice, we may terminate this Agreement for convenience with

respect to any Service Offerings not covered under any Orders.

- 11.2 无理由终止。**如果没有未完成的订单，任何一方可提前30天通过向另一方发出书面通知，无理由而终止本协议；但是，如果贵方根据本款规定终止本协议，贵方将不会收到任何预付费用的退款。此外，在提前30天发出通知后，我方可以无理由就任何订单中未涵盖的任何服务产品而终止本协议。
- 11.3 Termination for Cause.** 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 (a “**Material Breach**”). If you terminate for Material Breach by us, we will make a pro-rata refund of any fees for unused Service Offerings that you have paid for in advance.
- 11.3 因故终止。**如果任何一方严重违反本协议，且未能在收到通知方的书面通知后30天内对重大违约进行补救（“**重大违约**”），则另一方可通过发出书面终止通知终止本协议。如果贵方因我方重大违约而终止本协议，我方将按比例退还贵方预先支付的未使用服务产品的费用。
- 11.4 Termination of Use.** Upon the termination of this Agreement or expiration or termination of any Order, (i) all applicable rights and licenses granted to you hereunder shall immediately end, (ii) except as specifically authorized to the contrary herein, you agree to immediately destroy all applicable copies of the Service Offerings and Licensed Map Content in your (and/or your End Users’) possession or control, and provide written certification of the same to us within 15 days, and (iii) if applicable, we will use commercially reasonable efforts to remove from our site and cease use of Your Uploads. You are responsible for backing up any of Your Uploads, and you acknowledge that following termination or expiration of this Agreement (A) caching of or references to Your Uploads may not be immediately removed and (B) you may not have access to Your Uploads. Notwithstanding anything to the contrary in this paragraph, neither party shall be required to identify or delete content (other than Licensed Map Content and any software we provided to you) held in archive or back-up systems in accordance with its general systems archiving or backup policies or as may be required to comply with applicable laws.
- 11.4 终止使用。**在本协议终止后，或者任何订单到期或终止后，（i）根据本协议授予贵方的所有适用权利和许可应立即终止，（ii）除本协议另有明确授权外，贵方同意立即销毁贵方（和/或贵方的终端用户）占有或控制的服务产品和获许可地图内容的所有相关副本，并在15天内向我方提供书面销毁证明，且（iii）如适用，我方将尽商业上合理的努力从我方的网站上删除并停止使用贵方的上传内容。贵方负责备份贵方的上传内容，且贵方确认，在本协议终止或到期后，（A）贵方的上传内容缓存或引用可能无法立即删除，且（B）贵方可能无法访问贵方的上传内容。尽管本款有任何相反规定，任何一方均无需识别或删除根据其通用系统归档或备份政策或根据适用法律的要求在档案或备份系统中保存的内容（获许可地图内容和我方向贵方提供的软件除外）。
- 11.5 Survival.** All provisions that may be reasonably interpreted as surviving termination of this Agreement shall survive, including Sections 5 through 13. For, clarity, this will not include any provisions that explicitly apply only during the Term.
- 11.5 继续有效。**可合理解释为在本协议终止后继续有效的所有条款，包括第5条至第13

条，应在本协议终止后继续有效。为清楚起见，这不包括任何明确规定仅在本协议有效期内适用的条款。

## 12. Reports and Audit

### 12. 报告和审计

**12.1 Reports.** All reports required in connection with this Agreement shall be sent to [finance@mapbox.com](mailto:finance@mapbox.com) (or such other place or method specified by us in writing) within 15 days after (a) the end of each calendar quarter during the Term and (b) the end of the Term. In addition, at our written request, not more than once per 12-month period, you will provide us with a certification signed by an officer of yours verifying that Services are being used in compliance with this Agreement.

**12.1 报告。** 本协议的所有相关报告应在 (a) 有效期内的每个日历季度结束和 (b) 有效期结束后15天内发送至[finance@mapbox.com](mailto:finance@mapbox.com) (或我方书面指定的其他地点或方法)。此外，经我方书面要求 (每12个月内不超过一次)，贵方须向我方提供一份经贵方管理人员签署的证明，证实服务的使用符合本协议的规定。

**12.2 Audit.** We will have the right to examine (or to appoint to examine on our behalf a nationally recognized certified public accountant or independent auditor, who has agreed to reasonable confidentiality protections no less restrictive than those under this Agreement) your use of the Service Offerings during the Term and your deletion obligations after the end of the Term, and the related records, to verify your compliance with this Agreement. Audits will be conducted during regular business hours, no more than once per 12-month period and upon at least 30 days' prior written notice (except where we have reasonable belief that a violation of this Agreement has occurred or is occurring), and will not unreasonably interfere with your business activities. You will provide us with reasonable access to the relevant records and facilities. This paragraph shall survive termination or expiration of this Agreement for a period of two (2) years.

**12.2 审计。** 我方有权审查 (或指定一名国家认可的注册会计师或独立审计师代表我方审查，该注册会计师或独立审计师同意承担限制性不低于本协议所规定的合理保密义务) 贵方在有效期内的服务使用情况和贵方在有效期结束后的删除义务及相关记录，以核实贵方是否已遵守本协议。审计将在正常营业时间内进行，每12个月不超过一次，且至少提前30天书面通知贵方 (除非我方有合理理由相信已经发生或正在发生违反本协议的行为)，并且不会对贵方的业务活动造成不合理干扰。贵方须向我方提供访问相关记录和设施的合理权限。在本协议终止或到期后两 (2) 年内，本款规定应继续有效。

**12.3 Underpayment.** If an audit reveals that you have underpaid us during the period subject to the audit, then following the issuance of our invoice, you will promptly pay us (not to exceed 15 days after the date of the invoice), for the underpaid amounts owed, in addition to any amounts owed hereunder for late payment. If the underpaid fees exceed five percent (5%) of the fees paid by you for the Services during any consecutive 12-month period within the time period subject to the audit, then you will also pay the reasonable costs of conducting the audit.

**12.3 缴付不足。** 如果审计结果发现贵方在接受审计的期间未足额向我方的付款，则在我方开具发票后，除了根据本协议应就逾期款项支付的任何款项之外，贵方还须立即向我方支付 (不超过发票开具之日后15天) 缴付不足的款项。如果在审计期间内，

贵方未足额支付的费用超过贵方在任何连续12个月期间就服务支付的费用的百分之五（5%），则贵方还应支付合理的审计费用。

### 13. General

#### 13. 一般规定

**13.1 Notices.** Notices must be in writing and are effective when (a) actually received or (b) sent by email, if sent to the email address on file with your account, for you, or to legal@mapbox.com, for us, and the sending party can confirm that the email was apparently sent successfully according to its ordinary technical records, the sending party did not receive an error notice, and the email included in the subject line “LEGAL NOTICE”. For notices by email, if the sending party receives an error notice, the sending party must attempt to reach the receiving party by other means. We may update our notice address by providing you with written notice of the new notice address in accordance with this paragraph.

**13.1 通知。**通知必须以书面形式作出，并在以下情况下视为送达：（a）实际收到时，或（b）通过电子邮件发送的，如发送给贵方，发送至贵方账户中存档的电子邮件地址时，或者，如发送给我方，发送至legal@mapbox.com时，且发送方可以根据其普通技术记录确认电子邮件已明显发送成功，发送方并未收到错误通知，且电子邮件标题行中包含“法定通知”。对于通过电子邮件发送的通知，如发送方收到错误报告，发送方必须尝试通过其他方式送达接收方。我方可以根据本条款的规定，通过向贵方提供新通知地址更新我方的通知地址。

**13.2 Assignment.** Neither party will assign this Agreement or any right, interest or benefit under this Agreement without the prior written consent of the other party. Notwithstanding the foregoing, (A) either party may assign this Agreement in its entirety to its successor in interest pursuant to a merger, acquisition, corporate reorganization, or sale of all or substantially all of that party’s business or assets to which this Agreement relates and (B) we may assign this Agreement to an Affiliate (each, a “Permitted Assignment”). In the event of a Permitted Assignment not to an Affiliate, the assigning party will provide written notice of the assignment within thirty (30) days following the Permitted Assignment. Any other attempt to assign is void.

**13.2 转让。**未经另一方事先书面同意，任何一方不得转让本协议或本协议项下的任何权利、利益或福利。尽管有上述规定，（A）任何一方可通过合并、收购、公司重组或出售与本协议有关的该方全部或绝大部分业务或资产，而将本协议全部转让给其权益承继人，及（B）我方可将本协议转让给关联方（(A)或(B)任一，简称“**获准转让**”）。如果获准转让不是向关联方进行，转让方应在进行获准转让后三十（30）天内提供书面转让通知。任何其他试图转让的行为均无效。

**13.3 No Waiver.** Neither party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under this Agreement.

**13.3 不弃权。**不得将任何一方并未行使（或延迟行使）本协议项下任何权利的行为，视为其放弃任何权利。

**13.4 No Agency.** This Agreement does not create any agency, partnership or joint venture between the parties.

- 13.4 无代理关系。**本协议并未在双方之间设立任何代理关系、合伙关系或联合经营关系。
- 13.5 No Third-Party Beneficiaries.** This Agreement does not confer any benefits on any third party unless it expressly states that it does.
- 13.5 无第三方受益人。**除本协议另有明确规定外，本协议未向任何第三方授予任何利益。
- 13.6 Amendments.** Any amendment must be in writing, signed by both parties, and expressly state that it is amending this Agreement.
- 13.6 修订。**任何修订必须以书面形式作出，由双方签字，并明确说明其是对本协议的修订。
- 13.7 Map box Reservations.** Except as expressly provided herein to the contrary, all remedies available to us under this Agreement are non-exclusive. We reserve all rights in the Services and the Support Services not expressly granted to you.
- 13.7 Mapbox保留权利。**除本协议另有明确规定外，我方根据本协议可获得的所有救济均为非排他性的。我方保留对服务和支持服务享有的、未明确授予贵方的所有权利。
- 13.8 Entire Agreement.** This Agreement supersedes all other agreements between the parties relating to its subject matter. Under no circumstances will the terms, conditions or provisions of any purchase order, invoice or other similar document issued by you in connection to this Agreement alter or add to the rights, duties or obligations of the parties under this Agreement, regardless of any failure of ours to object to such terms, provisions, or conditions. In the event of any conflict among any Orders and this Agreement, the order of precedence shall be (1) the Orders (from newest to oldest) and (2) this Agreement.
- 13.8 完整协议。**本协议替代双方就本协议标的物而达成的所有其他协议。在任何情况下，贵方出具的与本协议有关的任何采购订单、发票或其他类似文件的条款、条件或规定，均不得修改或增加双方在本协议项下的权利、职责或义务，无论我方是否已就该等条款、规定或条件提出异议。如果任何订单与本协议之间存在任何冲突，适用顺序应为（1）订单（从最新订单到最旧订单）和（2）本协议。
- 13.9 Severability; Interpretation.** If any term of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.
- 13.9 可分割性；解释。**如果本协议的任何条款在任何范围内违法、以其他方式无效或不可强制执行，则应在无效或不可强制执行的范围内排除该条款；本协议的所有其他条款应继续完全有效；在允许和可能的范围内，无效或不可强制执行的条款应视为由有效的、可强制执行的且最接近无效或不可强制执行的条款意图的条款所替代。

**13.10 Data.** Notwithstanding anything herein to the contrary, (A) nothing in this Agreement shall restrict or limit your right to use any data that you have the right to access and use independent of this Agreement and (B) we may use aggregated or de-identified data obtained through or derived from the Services or the Support Services for the purpose of improving our products and services.

**13.10数据。**尽管有任何相反的规定，（A）本协议的任何内容均不得限制或约束贵方使用贵方在本协议之外有权访问和使用数据的权利，且（B）我方可以使用通过服务或支持服务获得或衍生的汇总数据或匿名数据用以改进我方的产品和服务

**13.11 Governing Law; Arbitration.** This Agreement shall be governed by and construed in accordance with the laws of the People's Republic of China without reference to its conflict of laws provisions. Any dispute arising from or in connection with this Agreement shall be submitted for arbitration to the China International Economic and Trade Arbitration Commission (CIETAC), which arbitration shall be conducted in accordance with the CIETAC's arbitration rules in effect at the time of applying for arbitration. The arbitral award is final and binding upon both parties.

**13.11 适用法律；争端解决。**本协议受中华人民共和国法律管辖，并应当根据中华人民共和国法律进行解释，不考虑其冲突法原则。因本协议引起的或与本协议有关的任何争议应提交中国国际经济贸易仲裁委员会北京分会(贸仲委)，由其根据提交仲裁申请时生效的贸仲委仲裁规则进行仲裁。仲裁裁决是终局的，对双方均有约束力。

**13.12 Language.** This Agreement is provided in English and Chinese. In the event of any conflict or discrepancy between the Chinese version and the English version, the English version shall prevail.

**13.12 语言。**本协议由英文和中文写就。若中文版本与英文版本存在冲突或不符之处，应以英文版本为准。

**13.13 Force Majeure.** Neither party will be responsible for any failure or delay in performance (other than your obligation to pay us the fees owed hereunder) to the extent caused by any event or circumstance beyond the other party's reasonable control including, without limitation, war, embargo, sanctions, natural disaster, blocking, filtering, rate-limiting, throttling, action by a governmental authority, regulatory body or other third party, or changes in applicable law, rules or regulations.

**13.13不可抗力。**任何一方均无须对因任何超出一方合理控制范围的事件或情况（包括但不限于战争、禁运、制裁、自然灾害、封锁、过滤、限速、节流，或政府当局、监管机构或其他第三方的行动，或适用法律、法规或条例的变更）而导致的未能履约或延迟履约（贵方向我方支付本协议项下应付款项的义务除外）承担任何责任。

**13.14 Government End Users.**

**13.14政府终端用户。**

**13.14.1 U.S. Government End Users.** If you are a United States government user or otherwise accessing or using any of the Services on behalf of the U.S. government, including as a higher-tier subcontractor or prime contractor, this Agreement is amended as set out in our U.S. Government Terms of Service, located at [www.mapbox.com/usg-tos/](http://www.mapbox.com/usg-tos/) (“USG Terms”). In the event of a conflict between this Agreement and the USG Terms, the USG Terms shall prevail.

**13.14.1美国政府终端用户。**如果贵方是美国政府用户或以其他方式代表美国政府访问或使

用任何服务，包括作为较高级分包商或主要承包商访问或使用任何服务，本协议将按照我方在[www.mapbox.com/usg-tos/](http://www.mapbox.com/usg-tos/)中所列的美国政府服务条款（“**美国政府服务条款**”）予以修订。如果本协议与美国政府服务条款之间存在任何冲突，应以美国政府服务条款为准。

**13.14.2 Other Government End Users.** Unless specifically authorized in your Order or otherwise in compliance with the immediately preceding paragraph, you may not access or use the Services on behalf of any government agency, department or entity at any level of government (e.g., national, state, city, etc.) (“**Non-U.S. Government Users**”) if such use of our Services would, as a matter of law or contract, impose any obligations on us or provide any rights to our Services other than as described herein. You will flow up all provisions of this contract to all Non-U.S. Government Users in a manner that is enforceable against them. You will indemnify and hold us harmless from any and all claims, liabilities, damages, losses, or costs (including reasonable attorneys’ fees) based on or arising out of your failure to comply with this paragraph.

**13.14.2 其他政府终端用户。**除非贵方订单中明确授权或符合上一款规定，否则，贵方不得代表任何级别（如国家、州、市等）的政府机构、部门或实体访问或使用我方的服务（“**非美国政府用户**”），如果该使用将在法律上或合同上对我方施加任何义务或使贵方获得对我方的服务享有的除本协议所述权利之外的任何额外权利。贵方将以对所有非美国政府用户有强制执行力的方式将本协议所有条款传至所有非美国政府用户使其受本协议所有条款约束。对于因贵方未能遵守本款规定而产生的任何及所有索赔、责任、损害赔偿、损失或费用（包括合理的律师费），贵方将对我方进行赔偿，并使免受任何损害。

**13.15 Counterparts.** The parties may execute this Amendment in counterparts, including facsimile, PDF, and other electronic copies, which taken together will constitute one instrument.

**13.15副本。**双方可通过多份副本签署本协议，包括签署传真、PDF和其他电子副本，该等副本一同构成同一份文书。

## Exhibit A

### 附件A

#### **Definition**

s

#### **定义**

*Additional definitions for Service Offering specific terms are provided in the Service Terms.*

*服务产品具体条款的其他定义在服务条款中规定。*

“**Affiliate**” means, with respect to a party, any entity that directly or indirectly controls, is controlled by, or is under common control with that party.

“**关联方**”是指，就一方而言，直接或间接控制该方、受该方控制、或与该方共同受控的任何实体。

“**End User**” means a distinct human user (i.e., natural person) that can access any Licensed Application.

“**终端用户**”是指能够访问任何获许可应用程序的特定用户（即自然人）。

“**Licensed Application**” means any application that utilizes the Services and that (i) you own and control or (ii) is listed in your Order.

“**获许可应用程序**”是指使用服务且 (i) 由贵方拥有和控制或 (ii) 在贵方订单中列出的任何应用程序。

“**Licensed Map Content**” means the content, data and/or information that we provide to you via the Services. Licensed Map Content does not include Your Uploads and Third-Party Data.

“**获许可地图内容**”是指我方通过服务向贵方提供的内容、数据和/或信息。获许可地图内容不包括贵方的上传内容和第三方数据。

“**Mapbox**”, “**we**”, “**us**”, or “**our**” means Mapbox, Inc., or such other entity that has entered into this Agreement with you.

“**Mapbox**”、“**我方**”是指Mapbox, Inc., 或者与贵方签订本协议的其他实体。

“**Mapbox APIs**” means, unless specified otherwise herein, the application program interfaces specified at [docs.mapbox.com/api](https://docs.mapbox.com/api) or <https://docs.mapbox.com/api/legacy/static-classic/> (or, in the case of Atlas Software, that are included in the Atlas Software).

“**Mapbox API**”是指，除本协议另有规定外，在docs.mapbox.com/api或<https://docs.mapbox.com/api/legacy/static-classic/>中列出的应用程序接口（或者，就Atlas软件而言，指包含在Atlas软件中的应用程序接口）。

“**Order**” means any ordering document issued by us that incorporates this Agreement and has been accepted by you without modification.

“**订单**”是指由我方发出、并将本协议并入其中、且未经修改即被贵方接受的任何订单文件。

“**Pricing Page**” means [www.mapbox.com/pricing](http://www.mapbox.com/pricing) (or its successor page).

“**定价页面**”是指[www.mapbox.com/pricing](http://www.mapbox.com/pricing)（或其后继页面）。

“**Service Offerings**” means the Services and Support Services.

“**服务产品**”是指服务和支持服务。

“**Services**” means the Mapbox APIs, Licensed Map Content, software, and other non-support services that we provide to you.

“**服务**”是指我方向贵方提供的Mapbox API、获许可地图内容、软件和其他非支持性服务。

“**Service Terms**” means the terms and conditions located at <https://www.mapbox.com/legal/service-terms-china> applicable to your use of the Services and/or Support Services, as may be updated by us from time to time.

“**服务条款**”是指<https://www.mapbox.com/legal/service-terms-china> 中所列的适用于贵方使用服务和/或支持服务的条款和条件，可由我方不时更新。

“**Start Date**” means the Start Date specified in your Order, or, if none is specified, the Effective Date.

“**开始日期**”是指贵方的订单中规定的开始日期，如未规定，则指生效日期。

“**Support Services**” means the support level (if any) ordered from us in accordance with our ordering procedures that corresponds to a support level listed in our support services agreement located at [www.mapbox.com/support-services](http://www.mapbox.com/support-services).

“**支持服务**”是指根据我方的订购程序向我方订购的并与在[www.mapbox.com/support-services](http://www.mapbox.com/support-services) 中与我方支持服务协议所列出的支持级别相应的支持级别（如有）。

“**Territory**” means worldwide with the exception of countries that are embargoed or designated as supporting terrorist activities by the United States Government.

“**指定地区**”是指除美国政府禁运的国家或确定为支持恐怖主义活动的国家之外的世界各地。

“**Third-Party Data**” means data created by third party users of our Service Offerings. For example, Third-Party Data includes styles developed by third party users of our products or services that are

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displayed on [www.mapbox.com/gallery/](http://www.mapbox.com/gallery/).

“**第三方数据**”是指由使用我方服务产品的第三方用户创建的数据。例如，第三方数据包括使用我方在[www.mapbox.com/gallery/](http://www.mapbox.com/gallery/)中展示的产品或服务的第三方用户开发的样式。

“**you**” means the person or entity (other than Mapbox) that has agreed to be bound by this Agreement.

“**贵方**”是指同意受本协议约束的个人或实体（Mapbox除外）。

“**Your Uploads**” means data that you upload to our cloud storage platform using Mapbox Studio, Mapbox Studio Classic, the Dataset API, the Tilesets API, or our Upload API (in each case, excluding any content, data and/or information that we provide to you).

“**贵方的上传内容**”是指贵方使用Mapbox工作室、Mapbox工作室（经典版）、数据集API、图块 API或我方的上传API上传到我方云存储平台的数据（在以上各种情况下，不包括我方向贵方提供的内容、数据和/或信息）。