

MAPBOX MASTER SERVICES AGREEMENT

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.
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.
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 and our support services agreement located at www.mapbox.com/support-services.
4. **Service Terms.** You agree to comply with the Service Terms.
5. **Charges and Payment**
 - 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 setoff, 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.
 - 5.2. **Payment.**
 - 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.
 - 5.2.2. **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.
 - 5.3. **Taxes.**
 - 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.

- 5.3.2. **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.

6. Ownership Rights

- 6.1. **Your Uploads.** As between you and us, you own all right, title and interest in and to Your Uploads.
- 6.2. **Service Offerings.** As between you and us, we own and reserve all right, title and interest in and to the Service Offerings.
- 6.3. **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.

7. Confidentiality

- 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.
- 7.2. **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.
- 7.3. **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.

8. Representations and Warranties

- 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.
- 8.2. **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.

9. Indemnification

9.1. Indemnification by us

- 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.
- 9.1.2. 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**").
- 9.1.3. 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.
- 9.1.4. 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.

- 9.2. **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.
- 9.3. **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.

10. Limitations of Liability

- 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.
- 10.2. **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.

- 10.3. **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 USD \$100.

11. Term and Termination

- 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.
- 11.2. **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.
- 11.3. **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.
- 11.4. **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.
- 11.5. **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.

12. Reports and Audit

- 12.1. **Reports.** All reports required in connection with this Agreement shall be sent to accountsreceivable@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.

- 12.2. **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.
- 12.3. **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.

13. General

- 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.
- 13.2. **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.
- 13.3. **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.
- 13.4. **No Agency.** This Agreement does not create any agency, partnership or joint venture between the parties.
- 13.5. **No Third-Party Beneficiaries.** This Agreement does not confer any benefits on any third party unless it expressly states that it does.
- 13.6. **Amendments.** Any amendment must be in writing, signed by both parties, and expressly state that it is amending this Agreement.

- 13.7. **Mapbox 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.
- 13.8. **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.
- 13.9. **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.
- 13.10. **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.
- 13.11. **Governing Law.** The rights and obligations of the parties, and any claims or disputes relating thereto, shall be governed by and construed in accordance with the laws of the State of California excluding conflict of law rules and principles. The United Nations Convention on Contracts for the International Sale of Goods is expressly disclaimed by the parties with respect to this Agreement and the transactions contemplated hereby.
- 13.12. **Dispute Resolution.** The parties shall work together to resolve any claim relating to this Agreement, the Support Services or the Services amicably through good faith discussions upon the written request of either party. In the event that any such dispute cannot be resolved thereby within a period of fourteen (14) days after such notice has been given (the last day of such fourteen (14) day period being herein referred to as the “**Arbitration Date**”), such dispute, controversy or claim 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 San Francisco, California, using the English language in accordance with the Arbitration Rules and Procedures of JAMS 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 JAMS arbitrators. If the parties cannot agree upon the number and identity of the arbitrators within fifteen (15) days following the Arbitration Date, then a single arbitrator shall be selected on an expedited basis in accordance with the Arbitration Rules and Procedures of JAMS. 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 paragraph, unless otherwise elected by us in writing for a particular instance (which election can be withheld for any reason or no reason at all), the sole jurisdiction and venue for actions related to the subject matter hereof shall be the state and U.S. federal courts located in San Francisco, California, and both parties consent to the jurisdiction of such courts. Any arbitration under this Agreement will take place on an individual basis: class arbitrations and class actions are not permitted. YOU UNDERSTAND AND AGREE THAT BY ENTERING INTO THESE TERMS, YOU AND WE ARE EACH WAIVING THE RIGHT TO TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

- 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.
- 13.14. **Government End Users.**
- 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/ ("USG Terms"). In the event of a conflict between this Agreement and the USG Terms, the USG Terms shall prevail.
- 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.
- 13.15. **Counterparts.** The parties may execute this Agreement in counterparts, including facsimile, PDF, and other electronic copies, which taken together will constitute one instrument.
- 13.16. **Reseller Orders.** This paragraph applies if you order any Service Offering from an authorized reseller pursuant to an agreement between you and the authorized reseller (a "**Reseller Agreement**"). With respect to all Reseller Agreements: (i) all references to Order in this Agreement shall mean the applicable Reseller Agreement; (ii) fees, payment, taxes, term and termination for convenience will be handled pursuant to the Reseller Agreement and paid directly to the authorized reseller, as applicable; (iii) all credits or refunds owed by us shall be provided to the authorized reseller and not to you;

and (iv) we shall have no responsibility or liability with respect to any failure by the authorized reseller to make payments to you. Notwithstanding anything to the contrary, unless we provide signed written authorization to you, no additional terms in any Reseller Agreement shall apply to us and this Agreement shall prevail in the event of any conflict between this Agreement and any Reseller Agreement.

Exhibit A

Definitions

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

“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.

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

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

“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.

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

“Mapbox APIs” means, unless specified otherwise herein, the application program interfaces specified at 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).

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

“Pricing Page” means www.mapbox.com/pricing (or its successor page).

“Service Offerings” means the Services and Support Services.

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

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

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

“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.

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

“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 displayed on www.mapbox.com/gallery/.

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

“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).