

Service Terms

Any terms defined but not used herein shall have the meanings ascribed to them in your contract with us (“**Agreement**”). Definitions are listed below at the end. Capitalized terms used but not defined herein have the definition provided in the Agreement.

1. General Terms

- 1.1. **Access; Usage.** You are solely (and we shall not be held) responsible for (a) maintaining the security and confidentiality of your access credentials to the Service Offerings and (b) any use of, or decisions based on, the Service Offerings associated with your account(s), whether or not authorized by you. You may only access the Service Offerings using the authorized access credentials (e.g., API access tokens, username/password, license keys, etc).
- 1.2. **Prohibited Uses.** You may not engage in any of the following uses of the Service Offerings:
 - 1.2.1. disseminate material that is abusive, obscene, pornographic, defamatory, harassing, grossly offensive, vulgar, threatening, or malicious;
 - 1.2.2. aide or implement practices that violate or are intended to violate basic human rights or civil liberties (for clarity, you may not use the Service Offerings to assist in the creation of databases of identifying information for any government to abrogate any human rights, civil rights, or civil liberties of individuals on the basis of race, gender, gender expression or gender identity, sexual orientation, religion, age, national origin or based on any protected classification under applicable laws);
 - 1.2.3. violate the copyright, trademark, patent, trade secret, or other intellectual property or proprietary rights of any person (including us);
 - 1.2.4. operate a product or service where the use or failure of the Services could lead to death, personal injury or significant property or environmental damage;
 - 1.2.5. interfere with, disrupt, or attempt to gain unauthorized access to any of our accounts, services, or computer networks;
 - 1.2.6. disseminate, store, or transmit viruses, Trojan horses, or any other malicious code or program;
 - 1.2.7. violate any applicable laws, regulations, or rules; or
 - 1.2.8. host with, transmitting to or providing to us any information that is subject to specific government regulation, including, without limitation, Protected Health Information (as defined in the U.S. Health Insurance Portability and Accountability Act, as amended), financial information (as regulated by the U.S. Financial Services Modernization Act, as amended), consumer reports and consumer-reporting information (as regulated by the U.S. Fair Credit Reporting Act, as amended) and information subject to Export Control Laws.

In addition, you will comply with, will obtain all required authorization from applicable authorities under, and are not (and are not 50% or more owned by one or more individuals, organization or entities that are) listed on any restricted or sanctioned party list maintained under the Export Control Laws.

1.3. **Attribution and Logo.**

- 1.3.1. **Mandatory Attribution.** Any use of the Services must include the following attribution, as described in our Attribution Documentation (or other prominent location agreed in writing by the parties): (a) the Mapbox logo; (b) “© Mapbox” that links to www.mapbox.com/about/maps; (c) “© OpenStreetMap” that links to www.openstreetmap.org/about; and (d) upon reasonable notice, other such attribution, similar in size and placement to the notice specified in (b) and (c), as may be required by our suppliers and licensors; provided that the requirements in clauses (b) and (c) only apply when you use Licensed Map Content.
- 1.3.2. **Mapbox Map.** When displaying a Mapbox Map, you must also include “Improve this map” that links to our map feedback tool at www.mapbox.com/map-feedback in the lower right corner of the map.
- 1.3.3. **Form and Format.** Attribution must be in a form that is prominent and can be easily viewed by End Users when using the Licensed Application. Without limiting our other rights and remedies hereunder, if we reasonably determine that you are obscuring the required attribution or otherwise not complying with the foregoing attribution requirements, you will work with us in good faith to promptly remedy the non-compliant attribution.
- 1.3.4. **Whitelabeling.** If you have licensed a whitelabeling right from us, you may omit the Mapbox logo when using the Services; however, you must provide the other attribution listed above.

- 1.4. **Reverse Engineering; Derivative Works.** 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 Service Offerings, except to the extent such restriction is expressly prohibited under applicable law, or (ii) modify, obscure, or delete any product identification, proprietary rights, or other notices included in or with the Services. Further, unless this prohibition is expressly prohibited under applicable law, you may not use the Services 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).

- 1.5. **Tracing, Deriving and Extracting.** Except as expressly permitted by this Agreement, you may not trace or otherwise derive or extract content, data and/or information from the Services. Notwithstanding the foregoing sentence, you may use Studio or third-party software to trace Mapbox maps solely comprised of satellite imagery and produce derivative vector datasets (i) for non-commercial purposes and (ii) for OpenStreetMap.

- 1.6. **Print or Video Use.** You may not use the Licensed Map Content in print, static digital or video media (including media distributed by internet, cable, satellite, etc.) other than (1) to promote your Licensed Applications so long as the Licensed Map Content is shown incidentally in the context of the Licensed Applications, or (2) for making and offering for sale to end users custom depictions of the map features (excluding Japan map data), provided that for each depiction, an end user directs which map features are included in such depiction using an interface that uses Mapbox APIs, and you do not exceed 500 such depictions annually. The selection tool and sold items must both include attribution in accordance with our documentation.

- 1.6.1. If expressly permitted in your Order, you may print and/or screenshot Map Assets (“**Permitted Printing**”) from the following; provided that you comply with all attribution requirements in the Agreement (except for the requirement to include the URL links where that is not feasible):.
- Mapbox Streets v 7 or earlier
 - Mapbox Streets v 8 or later, excluding Japan map data
 - Japan map data in Mapbox Streets v 8 or later, for educational or private uses only

Subject to the limitation in this Section, you may use Studio to make up to 100 high resolution static exports of images during the lifetime of your account.

- 1.7. **Denial of Service.** You may not knowingly use the Service Offerings in any manner that could damage, disable, overburden, or impair the Service Offerings or interfere with any other party's use and enjoyment of the Service Offerings (“**Interfering Use**”), and you agree to use commercially reasonable efforts to prevent and avoid any such use. (For the purpose of the Agreement, reasonable efforts or commercially reasonable efforts means efforts commensurate with similarly sized companies acting in a reasonable manner under similar circumstances.) If your use is an Interfering Use, we may suspend or limit your use of the Service Offerings for the duration of the harmful use. Following such suspension or limit, we will notify you promptly and we will work with you to resolve the issue expeditiously.
- 1.8. **Product Specific Restrictions; Default Restrictions.** Except as expressly permitted below, you may (1) only query the Services in response to human user queries and human app interactions, (2) not perform bulk or automated queries, and (3) not scrape or systematically download Licensed Map Content.
- 1.9. **No Redistribution.** Except as expressly provided herein to the contrary, you may not redistribute, encumber, sell, rent, lease, sublicense, or otherwise transfer any rights to (or content, data and/or information derived from) the Services or the Support Services.
- 1.10. **End Users and Notification.** You may not allow End Users or other third parties to use the Service Offerings in any way that would violate this Agreement if done by you. You agree to promptly notify us in writing if you become aware of any misappropriation or unauthorized use of the Service Offerings.
- 1.11. **Beta Service Offerings.** In the event that we choose to make available to you any Beta Service Offerings, you agree to only use them for internal evaluation or testing purposes.

2. Mapping APIs

- 2.1. **In General.** You may only access Map Assets directly through the Mapping APIs. You may cache Map Assets on end-user devices (e.g., laptops, smartphones, or tablets) for offline use for up to thirty (30) days, but each device must populate its cache using direct requests to the Mapping APIs and content from a cache may only be consumed by the single end user of the device. On mobile devices, you may only cache up to the limits set in the Mobile SDKs, and you may not circumvent or change those limits. You may not redistribute Map Assets, including from a cache, by proxying, or by using a screenshot or other static image instead of accessing Map Assets through the Mapping APIs.
- 2.2. **Satellite Imagery.** You may not use our satellite and/or aerial imagery to improve the accuracy of or otherwise enhance any imagery.

- 2.3. **Seats and Map Load Pricing Requirements.** If your Order includes Seats or Map Loads, you must use a Qualified Renderer. In the event that you fail to use, or interfere with the information sent by, the Qualified Renderer, we will charge you for your usage based on your usage of map tiles at the then current rates listed on our Pricing Page.
3. **China APIs.** Your Order includes access to China APIs only if it is expressly included in your Order. “**China APIs**” means the mapbox.cn endpoint and “**Chinese Map Data**” means the content, data and/or information that you receive from the China APIs. For clarity, this section does not apply to use of our global mapbox.com API endpoint, which does permit display of data of China outside of the country.

You acknowledge that specific laws apply to Chinese Map Data and acknowledge and agree that:

- 3.1. You must include the attribution, copyright notices, survey map number and other required legends and notices specified by us from time to time on all maps that use Chinese Map Data.
 - 3.2. We may alter, change, remove or update Chinese Map Data or the China APIs due to Chinese laws or requests by Chinese government officials. If an update prevents you from using the China APIs within the Licensed Application, we will, as your sole and exclusive remedy, provide a pro-rata refund of any pre-paid fees specifically allocated to China APIs in your Order for the period of service following the update.
 - 3.3. You may not distribute outside of China any Chinese Map Data of China.
 - 3.4. You may not modify Chinese Map Data or extract Chinese Map Data from the Services. If you provide Chinese Map Data to end users in conjunction with other data, you are solely responsible for ensuring that the combination complies with Chinese laws and that you are legally permitted to provide the combination to end users.
4. **Geocoding API**
 - 4.1. **In General.** You may not use Geocodes: (a) to develop a general database of locations, addresses, areas or boundaries (of any geographic size); (b) to develop any general purpose printed or digital map (of any geographic size); (c) to develop or test another geocoding application, service or API; (d) in connection with navigation products preinstalled or integrated into automobiles by auto manufacturers, auto electronic component manufacturers or auto system integrators; or (e) for in-flight navigation.
 - 4.2. **Temporary Geocodes.** You may not export, store or cache Temporary Geocodes, nor may you permit any third party do so. You may not resell or re-syndicate any Temporary Geocodes to other publishers or third parties; provided that you may display the Temporary Geocodes to your End Users in connection with your Licensed Application(s). You may use latitude and longitude information from Temporary Geocodes to position results on a map, but you may not display the latitudes or longitudes directly to End Users.
 - 4.3. **Permanent Geocodes.** You may store Permanent Geocodes and may query the Permanent Geocoding API programmatically. You may only use Permanent Geocodes for your own internal use, and not for resale, distribution, or sublicense.
 - 4.4. **Studio.** Points placed on a map through the places search function in the Studio dataset editor are Permanent Geocodes.
 - 4.5. **POI Results.** You may not use any POI Results (a) except in conjunction with a Mapbox Map; (b) for lead generation, advertiser targeting or advertising analysis; (c) to create or augment user profiles or audience segments based on or derived from points of interest

results (including, for clarity, calculations or analysis of footfall traffic for any point of interest); or (d) for geofencing—i.e., to give End Users real-time mobile alerts or personalized content based on the End User’s current proximity to a point of interest; provided that giving an End User content in response to such End User’s searches or map interactions does not constitute geofencing.

5. **Directions, Isochrone, Map Matching, Matrix and Optimization APIs.** You may cache results from the Directions, Isochrone, Map Matching, Matrix and Optimization APIs for up to but no more than 30 days.
6. **Boundaries.** Boundaries may only be used in conjunction with a Mapbox Map, and you may not (and may not permit any third party to) trace or otherwise derive or extract content, data and/or information from Boundaries. You may only access Boundaries via the Mapbox APIs (i.e., not as a data file).
7. **Mobile SDKs.**
 - 7.1. **General Requirements.** You must use the Mobile SDKs as your exclusive means of accessing the Services in mobile applications. The Mobile SDKs will periodically send location and usage data to us, which we may use for the purpose of fixing bugs and errors, accounting and generating aggregated anonymized statistics. You may not interfere with or limit the data that the Mobile SDKs send to us, whether by modifying the SDK or by other means, except as otherwise required by this paragraph. For all mobile applications using the Services, you must (a) obtain end users' affirmative express consent before accessing or collecting their location and (b) allow users to opt out of location data sharing using one of the methods described in our developer documentation.
 - 7.2. **Minimum Version Requirement.** If your Order includes Monthly Active Users or MAUs, then, as applicable, you must use at least the minimum following SDK to take advantage of such pricing: (1) for Maps SDK for Mobile, v5.0.0 or higher for iOS and v8.0.0 or higher for Android and (2) for Navigation SDK v1.0.0 or higher (for both iOS and Android) (collectively, a “**Qualified SDK**”). In the event that you fail to use, or interfere with the information sent by, the Qualified SDK, we will charge you for your usage based on your usage of API requests at the then current rates listed on our Pricing Page. Furthermore, at any given time, the Mobile SDK that you use must be the version that has been released within the immediately preceding twelve (12) months (unless no such update has been released).
8. **Atlas Software.**
 - 8.1. You shall not modify the default rate limits in the Atlas Software or download data updates more frequently than listed in your Order. Unless listed in your Order or expressly permitted below, you may not cache or store Atlas Map Content.
 - 8.2. You may only license additional Atlas Instances if you also have an Atlas Enterprise license for the same network environment. All licenses for Atlas Software include at no additional cost one (1) Atlas Installation for the sole purpose of passive failover. In the event that this failover Atlas Installation is converted to an active state in a production environment, it will be counted as an additional production Atlas Installation.
 - 8.3. You may store Atlas Geocoding Data for internal use during the Term and may query Atlas Search programmatically. You may not resell or re-syndicate any Atlas Geocoding Data to other publishers or third parties; provided that you may display the Atlas Geocoding Data to your End Users in connection with your Licensed Application(s).

- 8.4. Upon 30 days' advance written notice by us, you must delete all Atlas Map Content and download a new version from us.
- 8.5. You may not: (i) access, disclose, or permit any third party to access the Atlas Map Content other than through the Atlas Software; (ii) sublicense, sell, rent, lease, transfer, assign, disclose, or distribute the Atlas Software to third parties; (iii) host the Atlas Software for the benefit of third parties other than to provide the Atlas Map Content as part of your Licensed Application; (iv) host the Atlas Software in a way that makes any of it accessible to the public; or (v) try to avoid or change any license registration processes we implement.
- 8.6. You will report to us the number of Atlas Installations and Instances by network environment.

9. **Vision SDK.**

- 9.1. **"Vision SDK"** means our proprietary software development kits that (1) display routing and map information on top of real-time imagery, (2) identify, classify and locate features in real-time imagery, and/or (3) have the additional capabilities included in our online documentation.
- 9.2. Unless listed in your Order, you (i) will only use the Vision SDK in iOS and Android mobile applications and (ii) will not save, download or otherwise store or cache any content, data and/or information generated by Vision SDK.
- 9.3. You may not use the Vision SDK to develop a general database of locations or road features for any neighborhood, city, state, country, or other such geographic region, or to develop any other general purpose digital map database.
- 9.4. You may not distribute the Vision SDK (i) in human readable form or (ii) on a standalone basis in any form. You may only distribute the Vision SDK in compiled object code format as part of an application (a) licensed under these Terms, (ii) that you own or control and (iii) that provides significant additional functionality to the Vision SDK. You are responsible for any use of the Vision SDK by users of your Licensed Application(s).
- 9.5. By using the Vision SDK, you acknowledge that the Vision SDK will send us front-facing camera imagery and derived information (the **"Vision Data"**). You will (i) not prevent or interfere with the Vision SDK sending the Vision Data to us and (ii) ensure that you have obtained the necessary rights for use of the Vision Data as permitted under this Agreement. You acknowledge and agree that we may, free-of-charge and without restriction, exploit and make available the Vision Data.
- 9.6. To the extent that you use the Android version of the Vision SDK, the following applies: Qualcomm Technologies, Inc. (**"QTI"**) is an intended third-party beneficiary of this Agreement and your use of the Vision SDK does not convey or otherwise provide any rights under any patents of QTI or its affiliates.
- 9.7. Upon termination of your limited license to use the Vision SDK, you agree to immediately destroy all copies of the Vision SDK.

10. **Traffic Data and Mapbox Movement.**

- 10.1. You may not (i) resell or re-syndicate Mapbox Traffic Data or Mapbox Movement to other publishers or third parties or (ii) attempt to re-identify any individuals or their locations therefrom.
- 10.2. During the Term, you may store and use Mapbox Traffic Data and Mapbox Movement with or without a Mapbox Map. Unless your use case for Traffic Data or Mapbox

Movements is specifically authorized by Mapbox in an Order, then, notwithstanding anything else herein, (1) you may only use Mapbox Traffic Data and Mapbox Movements for evaluation purposes and (2) Mapbox may terminate your license to use Traffic Data or Mapbox Movements at any time and without any obligation to provide a refund.

Definitions

- **“Address-Level Geocode”** means a Geocoding Result of the address type, as specified in Mapbox API documentation.
- **“Area-Level Geocode”** means a Geocoding Result of the country, region, postcode, district, place, locality, or neighborhood type, as specified in Mapbox API documentation.
- **“Atlas Basic”** includes one (1) Atlas Installation with the right to use global basemaps and the Maps APIs included with the Atlas Software. It does not include the right to use any other Atlas Software functionality (including Studio), even if included in the Atlas Software.
- **“Atlas Enterprise”** includes (a) Atlas Installations for use in internal development environments and (b) one (1) Atlas Installation for use in a production environment, in each case with the right to use global basemaps, the Maps APIs and the Studio application included with the Atlas Software. You may also use additional Atlas Software functionality specifically listed in your Order.
- **“Atlas Geocoding Data”** means any geocoding data provided by Atlas Search.
- **“Atlas Installation”** is the installation of Atlas Software that results in installation of a single “atlas-ddb” database on a single networking environment. Atlas Installations may not be shared across networking environments.
- **“Atlas Instance”** or **“Instance”** permits you to increase the default rate limits for a single Atlas Installation by up to 100%. For example, if the default rate limit for your Atlas Installation is 100 requests per minute, then licensing one additional Atlas Instance would increase your rate limit to 200 requests per minute.
- **“Atlas Map Content”** means any content, data and/or information that we make available to you for use with Atlas Software.
- **“Atlas Search”** includes access to the Atlas Software that provides geocoding functionality and may only be used when licensed in your Order in connection with Atlas Standard and/or Atlas Enterprise.
- **“Atlas Software”** means the source code or object code version of our on-premise mapping APIs and applications provided by us, including any updates, along with any Atlas Map Content.
- **“Atlas Standard”** includes (a) Atlas Installations for use in internal development environments and (b) one (1) Atlas Installation for use in a production environment, in each case with the right to use global basemaps, the Maps APIs and the Studio application included with the Atlas Software. You may also use additional Atlas Software functionality specifically listed in your Order.
- **“Attribution Documentation”** means docs.mapbox.com/help/how-mapbox-works/attribution/ (or its successor page).
- **“Beta Service Offerings”** means any of our products or services that are in beta or not generally available.
- **“China”** means, for the purpose of this Agreement, the People’s Republic of China, excluding Hong Kong, Macau and Taiwan.

- **“Boundaries”** means our administrative level polygon vector tiles.
- **“Export Control Laws”** means applicable export control, re-export control and trade sanctions laws, regulations, legislative and regulatory requirements, rules and licenses, including, without limitation, trade and economic sanctions maintained by the U.S. Treasury Department’s Office of Foreign Assets Control (OFAC), the Export Administration Regulations (EAR) administered by the US Department of Commerce’s Bureau of Industry and Security, the International Traffic in Arms Regulations (ITAR) administered by the Department of State, laws and regulations targeting proliferation activities, and the restricted persons lists maintained by the U.S. Government (including but not limited to the Denied Persons List, Unverified List, Entity List, Specially Designated Nationals List, Debarred List and Non-proliferation Sanctions), the European Union or the United Kingdom.
- **“Geocode”** or **“Geocoding Result”** means the response to a query to the Geocoding API or Atlas Search. Responses to bulk geocoding requests constitute multiple Geocodes.
- **“Legacy Static Image”** means an image from the Mapbox Legacy Static Images API.
- **“Map Assets”** means map tiles, static map images, style files, glyphs, and sprites that we provide to you through the Mapping APIs. Map Assets excludes Your Uploads and Third-Party Data.
- **“Map Load”** means a new instantiation of a Mapbox GL map object, i.e., anytime new `mapboxgl.Map()` is called, subject to a 12-hour timeout. Each Map Load will not be charged for Vector Tiles and Raster Tiles in the applicable Licensed Application.
- **“Map View”** means the following assets retrieved through the Mapping APIs (excluding requests provided by the Mobile SDKs): (i) four (4) Raster Tiles from Mapbox Studio styles; (ii) four (4) Vector Tiles; (iii) 15 Raster Tiles from user-uploaded raster tilesets, Mapbox Editor Classic projects, or Mapbox Studio Classic styles; or (iv) one (1) static map.
- **“Mapbox Movement”** means Mapbox’s proprietary dataset of aggregated and anonymized movement data that we make available to you.
- **“Mapbox Map”** means a map made up of Map Assets (excluding Boundaries).
- **“Mapbox Traffic Data”** means the road network speed profiles that we make available to you.
- **“Mapbox SDKs”** means, unless specified otherwise herein, the software development kits maintained and made available by us as described in our documentation, located at docs.mapbox.com/.
 - Each Maps SDK for Mobile MAU will not be charged for Vector Tiles and Raster Tiles requests in the applicable Licensed Application.
 - Each Navigation SDK MAU will not be charged for Vector Tiles, Raster Tiles, and Directions API requests in the applicable Licensed Application.
- **“Mapping APIs”** means the Maps service APIs described in our documentation (docs.mapbox.com/api and docs.mapbox.com/api/legacy/static-classic/) or that are included in the Atlas Software).
- **“Matrix Element”** or **“Matrix Request”** means each origin-destination pair included in a Matrix API request. For example, a request with three origins and six destinations would result in 18 Matrix Elements.
- **“Mobile SDKs”** means the Mapbox SDKs for mobile applications.

- **“Monthly Active User”** or **“MAU”** means an End User that accessed the applicable Mapbox SDK within your Licensed Application at least once during a month, as determined by our records.
- **“Permanent Geocode”** means a Geocode obtained from using the Geocoding API in *mapbox.places-permanent* mode (**“Permanent Mode”**) or an Atlas Permanent Geocode.
- **“POI Result”** means a Geocode that is not an Address-Level Geocode or an Area-Level Geocode.
- **“Precision Level”** means the detail level of your tileset, as determined by the maximum zoom of your tileset:
 - zoom levels 6-10 for 10-meter precision;
 - zoom levels 11-13 for 1-meter precision;
 - zoom levels 14-16 for 30-centimeters precision;
 - zoom levels 17-22 for 1-centimeter precision.
- **“Qualified Renderer”** means for a Map Load, use of Mapbox GL JS version 1.0 or higher, and for a Seats, use of Mapbox GL JS Seats version 1.0 or higher (for information on how to download this renderer please read our documentation at docs.mapbox.com/gl-js-seats/). We may require you to update to a newer version of a Qualified Renderer upon 30 days’ advance written notice.
- **“Raster Tile”** means one map tile from the Raster Tiles API.
- **“Seat”** means an End User that can access one of your Licensed Applications in a month, as determined by our records (unless specified otherwise in your Order). Multiple End Users are not allowed to use the same Seat, even if they do not use them at the same time. Each Seat for a specific Licensed Application will not be charged for Vector Tiles and Raster Tiles that may be used in connection with the applicable Licensed Application.
- **“Square Kilometers”** means the area of the surface of the earth represented by your vector or raster tiles.
- **“Static Tile”** means one raster map tile from the Mapbox Static API.
- **“Static Image”** means one image file from the Mapbox Static Images API.
- **“Studio”** means Mapbox's design studio, described at www.mapbox.com/mapbox-studio/.
- **“Temporary Geocode”** means a Geocode obtained from using the Geocoding API in *mapbox.places* mode (**“Temporary Mode”**).
- **“Tileset Hosting”** means storing a vector or raster tileset on the Mapbox Tiling Service or Uploads API as calculated once per day according to our records.
- **“Tileset Processing”** means publishing or updating a vector or raster tileset with the Mapbox Tiling Service or Uploads API.
- **“Vector Tile”** is one map tile from the Mapbox Vector Tiles API.