

Mapbox Data Processing Addendum

(Last Revised 10-28-2022)

How This DPA Is Executed

This Data Processing Addendum (“**DPA**”) is hereby incorporated, where required by Data Protection Laws and regulations, by reference into the written or electronic Master Services Agreement or Terms of Service (“**Agreement**”) to reflect the Parties’ agreement regarding the Processing of Personal Data and is made and entered into effective as of the later of the Agreement dates executed by authorized representatives of the Parties (“**Effective Date**”) and between:

The company set forth in the Agreement (“**Customer**”); and

Mapbox, Inc. (“**Mapbox**”), a company constituted under the laws of Delaware with an address of 740 15th Street NW, 5th Floor, Washington DC 20005 (together, the “**Parties**” and the “**Party**” shall be construed accordingly).

About This DPA

1. This DPA consists of two parts: the main body of this DPA, and Schedules A, B, and C.
2. For avoidance of doubt, with respect to transfers of Personal Data that is subject to the laws of Europe, the Parties are deemed to have signed the Standard Contractual Clauses, which are incorporated herein by reference and are deemed completed as set forth in Schedule A.
3. All capitalized terms not defined herein shall have the meaning set forth in the Agreement.

Data Processing Terms

1. Definitions

- 1.1. “**CCPA**” means the California Consumer Privacy Act, Cal. Civ. Code § 1798.100 et seq., and its implementing regulations.
- 1.2. “**Controller**” means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data; where the purposes and means of such processing are determined by Union or Member State law, the Controller or the specific criteria for its nomination may be provided for by Union or Member State law.
- 1.3. “**Data Subject**” means an identified or identifiable living natural person to whom the Personal Data relates. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
- 1.4. “**Data Protection Laws and Regulations**” means laws and regulations, including laws and regulations of Europe and its countries and member states and the United States and its states, applicable to the Processing of Personal Data.
- 1.5. “**Europe**” means the European Union, the European Economic Area, Switzerland and the United Kingdom.
- 1.6. “**Personal Data**” means any information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household, as defined in the CCPA, or relating to an identified or identifiable natural person Data Subject.

- 1.7. **“Personal Data Breach”** means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise Processed by or for Mapbox.
- 1.8. **“Processor”** means a natural or legal person, public authority, agency or other body which Processes Personal Data on behalf of the Controller.
- 1.9. **“Processing” or “Processes”** means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.
- 1.10. **“Purpose”** means to provide, test, maintain/support, secure and improve the Mapbox products/services, to prevent fraud, misuse and cyberattacks, to calculate de-identified aggregate statistics, and for account administration/ billing purposes.
- 1.11. **“Standard Contractual Clauses” or “Clauses”** means the standard contractual clauses for the transfer of Personal Data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and the Council approved by the European Commission Implementing Decision (EU) 2021/914 of 4 June 2021 as currently set out at https://eur-lex.europa.eu/eli/dec_impl/2021/914/oj. Only Module 2 shall apply and no optional clauses shall apply.
- 1.12. **“Sub-processor”** means any Processor engaged by Mapbox or its Affiliates.

2. **Customer’s Instructions & Processing Operations**

- 2.1. **Roles of the Parties and Details of Processing.** The Parties agree that as it relates to Personal Data in Schedule B, the Customer is the Controller, Mapbox is the Processor, and Mapbox Affiliates are Sub-processors in addition to any other Sub-processors noted in accordance with Section 4 of this DPA. Customer instructs Mapbox to Process Personal Data on its behalf for the Purpose in accordance with this DPA.
- 2.2. **Customer’s Processing of Personal Data.** Customer represents, warrants and covenants that with respect to Personal Data provided to Mapbox pursuant to this DPA, Customer: (a) complies with Data Protection Laws and Regulations; (b) has lawfully obtained and recorded all necessary consents for Processing under this DPA; (c) has established a procedure for the exercise of the rights of the Data Subjects whose Personal Data is Processed; (d) ensures that after its assessment of Data Protection Laws and Regulations, the technical and organizational measures implemented by Mapbox adequately protect the Personal Data contemplated herein against accidental or unlawful destruction, loss, alteration, unauthorized or unlawful disclosure or access, in particular when the Processing involves data transmission over a network, and against other forms of unlawful or unauthorized Processing; and (e) takes reasonable steps to ensure its compliance with the provisions of this DPA by its personnel and by any person Processing Personal Data on its behalf.
- 2.3. **Mapbox’s Processing of Personal Data.** Mapbox shall Process Personal Data provided to Mapbox pursuant to this DPA on behalf of Customer and only in accordance with the Purpose, Customer’s documented instructions herein, to comply with Customer’s other reasonable instructions (e.g. sent via email) where such instructions are consistent with the Purpose, and as permitted by law and legal process or Data Protection Laws and Regulations. Mapbox shall not sell such Personal Data. If, in Mapbox’s opinion, an instruction from Customer infringes Data Protection Laws and Regulations, Mapbox shall promptly inform Customer.
- 2.4. **Data Protection Impact Assessment and Prior Consultation.** Upon Customer’s request, Mapbox shall provide Customer with reasonable cooperation and assistance needed to fulfil Customer’s obligation under Data Protection Laws and Regulations to carry out a data protection impact assessment or prior consultation with a supervisory authority solely related to Customer’s use of the Mapbox products/services, to the extent Customer does not otherwise have access to the relevant information, and to the extent such information is available to Mapbox.

- 2.5. **Confidentiality.** Mapbox shall maintain operational practices designed to ensure its personnel engaged in the Processing of Personal Data have received appropriate training and are bound to confidentiality.

3. **Data Subject Rights**

- 3.1. Mapbox shall take appropriate technical and organization measures, in light of the Personal Data being Processed and insofar as it is possible, designed to support Customer's compliance with its obligation to fulfill its Data Subject rights requests in accordance with Data Protection Laws and Regulations. To the extent legally permitted and where Customer can be identified in the request, Mapbox shall promptly notify Customer of Customer's Data Subjects' requests received by Mapbox such as the right to access, right to rectification, right to deletion, right to data portability, and right to object to Processing and Mapbox shall not respond to the Data Subject directly beyond redirecting them to Customer.

4. **Sub-processors**

- 4.1. **Appointment of Sub-processors.** Customer acknowledges and agrees that Mapbox Affiliates may be engaged as Sub-processors of Mapbox and that Mapbox and its Affiliates may engage third-party Sub-processors to provide the Mapbox products/services. To the extent Personal Data is Processed, Mapbox or its Affiliate will enter into a written agreement with the Sub-processor that contains provisions no less protective than those in this DPA.
- 4.2. **List of current Sub-processors and notification of new Sub-processors.** Customer hereby consents to Mapbox's use of the Sub-processors and their respective locations of Processing, including such locations' Data Protection Laws and Regulations relating to government access to Personal Data, published here: <https://www.mapbox.com/legal/subprocessors> as amended from time to time. Customer will be notified of new Sub-processors by subscribing at the bottom of this page: <https://www.mapbox.com/legal/subprocessors>, providing their preferred company email, and clicking "get updates." In the event that Mapbox is required to implement an emergency change of Sub-processor, Mapbox agrees to inform Customer as soon as is reasonably practicable before or after such a change occurs.
- 4.3. **Objection right for new Sub-processors.** Customer may object to Mapbox's use of a new Sub-processor provided such objection is based on Data Protection Laws and Regulations and provided that such objection is in writing and sent to privacy@mapbox.com within fifteen (15) days of Mapbox's notice of new Sub-processor. If Mapbox, in its sole discretion, is unable to make an accommodating change within a reasonable period of time, which shall not exceed ninety (90) days (the "Cure Period"), as customer's sole remedy either party may terminate the part of the Mapbox products/services that cannot be provided by Mapbox without the use of the objected-to new Sub-processor by providing written notice to the other party within five (5) business days after the end of the Cure Period.

5. **Security**

- 5.1. **Controls to Protect Personal Data.** In determining the technical and organizational measures required by this DPA, Mapbox takes into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons. Mapbox implements the specific security measures, as applicable, detailed at: <https://www.mapbox.com/platform/security/> as amended from time to time.
- 5.2. **Personal Data Breach.** Mapbox will promptly notify Customer of any Personal Data Breach involving the Personal Data provided to Mapbox pursuant to this DPA. Mapbox shall make reasonable efforts to identify the cause of such Personal Data Breach and take steps that Mapbox deems necessary and reasonable to remediate. Such notification shall contain i) a description of the nature of the breach (including, where possible, categories and approximate number of data subjects and personal data records concerned), ii) its likely consequences, iii) the measures taken or proposed to address the breach, and iv) the details of a contact point from whom more information can be obtained. To the extent it is not possible for the data importer to provide all the information at the same time, it may do so in phases without undue further delay. The obligations herein shall not apply to incidents that are caused by Customer or their use of the Mapbox products/services.
- 5.3. **Audit.** Mapbox agrees, at the request of Customer, to submit to an audit to ascertain Mapbox's compliance with this DPA and Data Protection Laws and Regulations provided such audit shall be: (a)

carried out no more than once in any 12 month period (unless otherwise required by a Data Protection Laws and Regulations), (b) for cause with reasonable notice and during regular business hours and in a manner which is not disruptive to Mapbox's business, (c) under a duty of confidentiality, where permitted by Data Protection Laws and Regulations, and (d) conducted by one of the 'big 4' auditing firms appointed by Customer and accepted by Mapbox. The scope of such an audit will be agreed in advance and, where required by Data Protection Laws and Regulations, may include physical access to the network and hosting infrastructure owned and operated by Mapbox. Customer will bear its own costs, the fees of any auditor and any documented expenses incurred by Mapbox in complying with this Section 5.3. This paragraph only applies to the extent expressly required under Data Protection Laws and Regulations.

6. Government Access Requests

- 6.1. Mapbox will notify Customer of any legally binding request for disclosure of Customer's Personal Data by a law enforcement or supervisory authority, to the extent permitted by law and legal process, such as an order to preserve the confidentiality of an investigation by the applicable authority.

7. Deletion of Personal Data

- 7.1. Mapbox shall only retain Personal Data for so long as it has a business need to fulfill the Purpose. Upon Customer's written request within thirty (30) days after Agreement termination or expiration, Mapbox shall delete all Personal Data unless prevented by or needed to comply with applicable law, or needed for a lawful basis, from destroying all or part of such Personal Data. In such a case, Mapbox agrees to uphold its obligations in this DPA and preserve the confidentiality of Personal Data retained by it and that it will only actively Process such Personal Data after such date in connection with compliance with the laws it is subject to or its use for a lawful basis.

8. European Data Transfers

- 8.1. For transfers of Personal Data from Europe to countries where the European Commission has not determined, on the basis of Article 45 of Regulation (EU) 2016/679, whether such country offers an adequate level of data protection, the Standard Contractual Clauses are incorporated herein and completed as set forth in and subject to Schedule A.

9. Liability

- 9.1. Without limiting liability that either Party may owe directly to the Data Subject, each Party's and all of its Affiliates' liability, taken together in the aggregate, arising out of or related to this DPA, and all DPAs between Party and its Affiliates and Mapbox and its Affiliates, whether in contract, tort or under any other theory of liability, is subject to the 'Limitation of Liability' section of the Agreement, and any reference in such section to the liability of a Party means the aggregate liability of that Party and all of its Affiliates under the Agreement and all DPAs together.
- 9.2. For the avoidance of doubt, Mapbox's and its Affiliates' total liability for all claims from Customer and all of its Affiliates arising out of or related to the Agreement and all DPAs shall apply in the aggregate for all claims under both the Agreement and all DPAs established under the Agreement, including by Customer and all Affiliates, and, in particular, shall not be understood to apply individually and severally to Customer and/or to any Affiliate that is a contractual party to any such DPA.

10. Miscellaneous

- 10.1. **Governing Law and Jurisdiction.** The governing law, venue, and dispute resolution provisions of the Agreement shall apply to this DPA.
- 10.2. **Conflicts.** In the event of any conflict or inconsistency between this DPA and the Agreement, this DPA shall prevail.
- 10.3. **Legal Effect.** This DPA shall only become legally binding between Customer and Mapbox as of the Effective Date.

Schedule A

Additional Terms to Standard Contractual Clauses

With respect to transfers of Personal Data that are subject to the laws of Europe, the Parties are deemed to have signed the Standard Contractual Clauses, which are incorporated herein by reference and are deemed completed as follows:

1. **Instructions.** This DPA and the Agreement are Customer's complete and final instructions as of the Effective Date for the Processing of Personal Data. Any additional or alternate instructions must be agreed upon separately in writing and signed by both Parties. For the purposes of Clause 8.1 of the Standard Contractual Clauses, the Processing described in Section 2 of this DPA is deemed an instruction by the Customer to Process Personal Data.
2. **Conflict.** In the event of any conflict or inconsistency between the body of this DPA, this Schedule, and any of its Schedules, and the Standard Contractual Clauses, the Standard Contractual Clauses shall prevail.
3. **Docking Clause.** The option under Clause 7 shall not apply.
4. **Security of Processing.** Pursuant to Clause 8.5(a), Module 2, Customer is solely responsible for making an independent determination as to whether the technical and organisational measures set forth in this DPA meet Customer's requirements and agrees that (taking into account the state of the art, the costs of implementation, and the nature, scope, context and purposes of the Processing of its Personal Data as well as the risks to individuals) the security measures and policies implemented and maintained by Mapbox provide a level of security appropriate to the risk with respect to its Personal Data. For the purposes of Clause 8.5(d), Module 2, Personal Data Breaches shall be carried out in accordance with Section 5.2 of this DPA.
5. **Audits and Certifications.** The Parties agree that the audits described in Clause 8.9 of the Standard Contractual Clauses shall be carried out in accordance with Section 5.3 of this DPA.
6. **Sub-processors.** Pursuant to Clause 9(a), Module 2, Option 2 of the Standard Contractual Clauses, Mapbox has Customer's general authorisation for the engagement of Sub-processor(s) from the agreed list in Section 4 of this DPA. Appointment and notification of new Sub-processors shall be carried out in accordance with Section 4 of this DPA.
7. **Copies of Sub-processor Agreements.** The Parties agree that the copies of the Sub-processor agreements that must be provided by Mapbox to Customer pursuant to Clause 9(c), Module 2, of the Standard Contractual Clauses may have all commercial information, or clauses unrelated to the Standard Contractual Clauses or their equivalent, removed by Mapbox beforehand; and, that such copies will be provided by Mapbox, in a manner to be determined in its discretion, only upon written request by Customer.
8. **Data Subject Right.** Pursuant to Clause 10, Module 2 of the Standard Contractual Clauses Data Subject rights shall be carried out in accordance with Section 3 of this DPA.
9. **Redress.** Pursuant to Clause 11 of the Standard Contractual Clauses, and subject to Section 3 of this DPA, Mapbox shall inform Data Subjects on its website (privacy policy or like policy or document) of a contact point authorised to handle complaints and all Data Subject requests shall be carried out in accordance with Section 3 of this DPA.
10. **Liability.** Pursuant to Clause 12, Module 2 of the Standard Contractual Clauses, liability shall be carried out in accordance with Section 9 of this DPA.
11. **Court-review safeguard:** Pursuant to Clause 15, should Mapbox receive demands for data access through national security process for data related to Customer or its end users, to the extent Mapbox concludes there are reasonable grounds to consider that the request is unlawful under the laws of the third country of destination, it shall use commercially reasonable legal mechanisms to challenge such demands as well as any non-disclosure provisions attached thereto.
12. **Notice of demand:** To the extent legally permissible, Mapbox shall promptly notify the data exporter if it receives demands for data access through national security process for data related to Customer or its end users and shall make all reasonable legal efforts to refrain from providing data until

Customer has had an opportunity to challenge any demands.

- 13. Certification of Deletion.** The Parties agree that the certification of deletion of Personal Data that is described in Clause 16(d) of the Standard Contractual Clauses shall be provided by Mapbox to Customer only upon Customer's written request.

14. Appendix:

- a. The contents of Section 1 of Schedule B shall form Annex I.A to the Standard Contractual Clauses
- b. The contents of Sections 2 to 8 of Schedule B shall form Annex I.B to the Standard Contractual Clauses
- c. The contents of Section 9 of Schedule B shall form Annex I.C to the Standard Contractual Clauses
- d. The contents of Section 5.1 of this DPA and Schedule B, Section 10 shall form Annex II to the Standard Contractual Clauses

- 15. Data Exports from the United Kingdom and Switzerland under the Standard Contractual Clauses.** In the case of any transfers of Personal Data from the United Kingdom that is exclusively subject to United Kingdom Data Protection Laws and Regulations ("UK Data Protection Laws"), and/or in case of any transfers of Personal Data from Switzerland that is exclusively subject to Swiss Data Protection Laws and Regulations ("Swiss Data Protection Laws"), then general and specific references or obligation in the Standard Contractual Clauses to GDPR or EU or Member State Law shall refer to the equivalent reference in either UK Data Protection Laws or Swiss Data Protection Laws, as applicable. In respect of data transfers governed by UK Data Protection Laws, the Parties are hereby deemed to have entered the United Kingdom Information Commissioner's International Data Transfer Addendum to the EU Commission Standard Contractual Clauses (version B1.0 of which is available at <https://ico.org.uk/media/for-organisations/documents/4019539/international-data-transfer-addendum.pdf>, which are completed as set forth in Schedule C. In respect of data transfers governed by Swiss Data Protection Laws, the Standard Contractual Clauses also apply to the transfer of information relating to an identifiable legal entity where such information is protected similarly as Personal Data under Swiss Data Protection Laws until such laws are amended to no longer apply to a legal entity.

- 16. Governing Law.** Pursuant to Clause 17 of the Standard Contractual Clauses, the SCCs shall be governed by the law of the courts of Ireland.
- 17. Choice of Forum and jurisdiction.** Pursuant to Clause 18 of the Standard Contractual Clauses, any dispute arising from the SCCs shall be resolved by the courts of Ireland.

Schedule B

Details of the Processing Activities and Transfer (where applicable)

1. List of the Parties

Data exporter(s): *[Identity and contact details of the data exporter(s) and, where applicable, of its/their data protection officer and/or representative in the European Union]*

Name: **Customer**

Address: **As identified in the Agreement**

Contact person's name, position and contact details: **As identified in the Agreement**

Activities relevant to the data transferred under these Clauses: **See Schedule B, Section 6**

Signature and date: **Effective Date**

Role (controller/processor): **Controller**

Data importer(s): *[Identity and contact details of the data importer(s), including any contact person with responsibility for data protection]*

Name: **Mapbox, Inc.**

Address: **740 15th Street NW, 5th Floor, Washington DC 20005**

Contact person's name, position and contact details: **privacy@mapbox.com**

Activities relevant to the data transferred under these Clauses: **See Schedule B, Section 6**

Signature and date: **Effective Date**

Role (controller/processor): **Processor**

2. Categories of Data Subjects

Depending on Customer's use of the Mapbox products/services, in its sole discretion, Customer may submit Personal Data relating to the following categories of Data Subjects:

- Prospects, customers, business partners and vendors of Customer (who are natural persons)
- Customer, end users, employees or contact persons of Customer's prospects, customers, business partners and vendors
- Employees, agents, advisors, freelancers of Customer (who are natural persons)

3. Categories of Personal Data

- **Billing & Account Administration Data.** Billing and account administration data, including randomly-generated IDs based on either user or session IDs, first and last name of Customer contacts, company email address, phone number, and professional title.
- **API/SDK Requests along with Metadata.** Connectivity and device data including IP address, device model and browser information, operating system, and contents of the API or SDK request, which may include longitude and latitude and/or address data if using the navigation SDK or search SDK.
- **Mobile SDK Telemetry.** Mobile telemetry which may include location data, speed, heading and timestamps periodically sent from end user devices if an application is using one of our mobile SDKs. In addition, an ephemeral ID that changes hourly is used. Mapbox does not associate this ephemeral ID or the accompanying location data with any Personal Data, including names, permanent IDs, email addresses, IP addresses, or phone numbers.
- **Uploads & Voluntary Contributions.** All data that you upload to Mapbox products/services or otherwise provide to Mapbox in connection with support or feedback that your end users voluntarily contribute to Mapbox along with their associated contact information that may contain Personal Data.
- **Copilot.** Copilot sends full-trip-trace location data to Mapbox in an effort to improve feedback resolutions ("**Co-pilot**"). Copilot is disabled by default and may only be enabled by Customer at the application developer level.

4. Special categories of data

Customer is not permitted to submit special categories of Personal Data to Mapbox through the Mapbox products/services, including racial or ethnic origin, political opinions, religious or philosophical beliefs, trade-union membership, genetic or biometric data, health and/or sex life.

5. Frequency of the transfers

Continuous, depending on Customer's use of the Mapbox products/services.

6. Nature & Purpose of the Processing

The nature and purpose of Processing is to provide, test, maintain/support, secure and improve the Mapbox products/services, to prevent fraud, misuse and cyberattacks, to calculate de-identified aggregate statistics, and for account administration/ billing purposes.

7. Duration of Processing

Subject to Section 7 of this DPA, Mapbox will Process Personal Data for the duration of the Agreement, unless otherwise agreed upon in writing.

8. Sub-processor Transfers

In accordance with Schedule B, Section 6 above, the Sub-processor will Process Personal Data as instructed by Mapbox. Subject to Section 4 of this DPA, the Sub-processor will Process Personal Data for the duration of the Agreement, unless otherwise agreed in writing.

9. Competent Supervisory Authority

Identify the competent supervisory authority/ies in accordance with Clause 13 of the Standard Contractual Clauses:

- Where the data exporter is established in an EU Member State: The supervisory authority with responsibility for ensuring compliance by the data exporter with Regulation (EU) 2016/679 as regards the data transfer shall act as competent supervisory authority.
- Where the data exporter is not established in an EU Member State, but falls within the territorial scope of application of Regulation (EU) 2016/679 in accordance with its Article 3(2) and has appointed a representative pursuant to Article 27(1) of Regulation (EU) 2016/679: The supervisory authority of the Member State in which the representative within the meaning of Article 27(1) of Regulation (EU) 2016/679 is established shall act as the competent supervisory authority.
- Where the data exporter is not established in an EU Member State, but falls within the territorial scope of application of Regulation (EU) 2016/679 in accordance with its Article 3(2) without however having to appoint a representative pursuant to Article 27(2) of Regulation (EU) 2016/679: Irish Data Protection Commissioner shall act as the competent supervisory authority.
- Where the data exporter is established in the United Kingdom or falls within the territorial scope of application of UK Data Protection Laws and Regulations, the Information Commissioner's Office shall act as the competent supervisory authority.

Where the data exporter is established in Switzerland or falls within the territorial scope of application of Swiss Data Protection Laws and Regulations, the Swiss Federal Data Protection and Information Commissioner shall act as competent supervisory authority insofar as the relevant data transfer is governed by Swiss Data Protection Laws and Regulations

10. Technical and Organizational Measures

Mapbox shall maintain administrative, physical, and technical safeguards designed for protection of the security, confidentiality and integrity of Personal Data Processed by the Mapbox products/services, as described in Section 5.1 of this DPA.

Schedule C

The UK Standard Contractual Clauses shall be deemed completed as follows:

1. Table 1: the Parties' details and key contacts are set forth in Schedule B1.
2. Table 2: the Approved Standard Contractual Clauses referenced in Table 2 shall be the Standard Contractual Clauses as set forth in Section 8 and Schedule A of this DPA.
3. Table 3: Annexes 1A, 1B, II and III are as set forth in as set forth in Schedules A & B of this DPA.
4. Table 4: Mapbox may end the UK Standard Contractual Clauses as set out in Section 19 of the UK Standard Contractual Clauses.
5. By entering into this DPA, the Parties are deemed to be signing the UK Standard Contractual Clauses.