

## AMENDMENT TO MAPBOX TERMS OF SERVICE APPLICABLE TO GOVERNMENTAL USERS

This Amendment is an agreement between Development Seed, Inc., d/b/a MapBox ("Company" or "MapBox") and \_\_\_\_\_ ("Agency," "You," or "User") and applies to the Agency and other anticipated users of the MapBox Site (which includes free software, services, maps and other content) within the community of Federal agencies.

Federal agencies, because of their status as U.S. Government entities, are required, when entering into agreements with other parties, to follow applicable federal laws and regulations, including those related to ethics; privacy and security; accessibility; limitations on indemnification; fiscal law constraints; advertising and endorsements; freedom of information; document retention; and governing law and dispute resolution forum. MapBox and Agency (together, the "Parties") agree that modifications to MapBox's standard Terms of Service, available at [www.mapbox.com/tos](http://www.mapbox.com/tos) (the "TOS"), are appropriate to accommodate Your legal status, Your public (in contrast to private) mission, and other special circumstances. Accordingly, the TOS is hereby modified by this Amendment to allow for Agency's use of the MapBox Site.

- A. *Government entity*: "You" within the TOS shall mean the Agency itself and shall not apply to, or bind (i) the individual(s) who utilize the MapBox Site or Services on Agency's behalf, or (ii) any individual users who happen to be employed by, or otherwise associated with, the Agency.
- B. *Indemnification*: All indemnification, liability and damages provisions of the TOS are hereby waived. Liability of Agency for any breach of the TOS or this Agreement, or any claim arising from the TOS or this Agreement, shall be determined under the Federal Tort Claims Act, the Contract Disputes Act, or other governing authority. Liability of MapBox for any breach of the TOS or this Agreement, or any claim arising from the TOS or this Agreement, shall be determined by applicable federal law. In any event, neither party shall be liable for consequential damages. The claim period within which
- C. *Governing law and Jurisdiction*: The TOS and this Amendment shall be governed, interpreted and enforced in accordance with the federal laws of the United State of America.
- D. *Limitation of liability*: The Parties agree that nothing in the Warranty or Limitation of Liability provisions in the TOS in any way grants MapBox a waiver from, release of, or limitation of liability pertaining to, any past, current or future violation of federal law.
- E. *No endorsement*: MapBox agrees that Your seals, trademarks, logos, service marks, trade names, and the fact that You use the free software, services, maps, and other content of the MapBox Site shall not be used by MapBox in such a manner as to state or imply that MapBox's products or services are endorsed, sponsored or recommended by You or by any

other entity of the Federal Government, or are considered by these federal entities as superior to any other company's products or services. MapBox agrees not to display any Agency or government seal or logo on the MapBox homepage or elsewhere on the MapBox Site, unless permission to do has been granted by the Agency or by other relevant federal government authority. MapBox may list the Agency's name in a publicly available user list so long as the name is not displayed in a more prominent fashion than that of any other third party name.

F. *No business relationship created*: The Parties are independent entities and nothing in the TOS or this Amendment creates an agency, partnership, joint venture, or employer/employee relationship.

G. *No cost agreement*: Nothing in this Amendment or TOS obligates You to expend appropriations or incur financial obligations. The Parties acknowledge and agree that none of the obligations arising from this Amendment or TOS are contingent upon the payment of fees by one party to the other.

H. *Separate future action for fee based services*: MapBox agrees to provide the Federal Government 3,000 map views/month and 50 MB storage for use of MapBox and MapBox maps. These maps will be advertisement free but will contain the MapBox logo in the lower corner of maps.

You understand that MapBox may now or in the future offer premium and enterprise services for a fee. The Parties understand that fee-based services are categorically different than free products, and are subject to federal procurement rules and processes. Before an Agency decides to enter into a premium or enterprise subscription, or any other fee-based service that this MapBox or alternative providers may offer now or in the future, You agree to determine your Agency has a need for those additional services for a fee, to consider the subscription's value in comparison with comparable services available elsewhere, to determine that Agency funds are available for payment, to properly use the Government Purchase Card if that Card is used as the payment method, to review any then-applicable TOS for conformance to federal procurement law, and in all other respects to follow applicable federal acquisition laws, regulations, and agency guidelines when initiating that separate action.

I. *Assignment*: Neither party may assign its obligations under this Amendment to any third party without prior written consent of the other.

J. *Precedence; Further Amendment; Termination*: If there is any conflict between this Amendment and the TOS, or between this Amendment and other rules or policies on the MapBox Site, this Amendment shall prevail. This Amendment may be further amended only upon written agreement executed by both Parties. Agency may terminate this Amendment at any time. MapBox may terminate this Amendment on 30 days written notice.

K. *Posting and availability of this Amendment:* The Parties agree this Amendment contains no confidential or proprietary information, and You may release it to the public upon request and to other agencies interested in using the MapBox Site.

L. *Security:* MapBox will, in good faith, exercise due diligence using generally accepted commercial business practices for IT security, to ensure that systems are operated and maintained in a secure manner, and that management, operational and technical controls will be employed to ensure security of systems and data. An SAS 70 Type II audit certification will be conducted annually, and MapBox agrees to provide Agency with the current SAS 70 Type II audit certification upon the agency's request. Recognizing the changing nature of the Web, MapBox will continuously work with users to ensure that its products and services meet users' requirements for the security of systems and data.

M. *Title and Intellectual Property Rights:* To the extent permitted under Federal law, all rights, title and interest to any and all work produced and created by User pursuant to or in connection with the use of the MapBox Site shall vest in the User. Ownership or possession of such rights, title and interest shall not be affected by any alleged or actual breach of the TOS or this Amendment. Under no circumstance may MapBox claim a right, title or interest in Content that is the public domain.

*MapBox:*

*Agency:*

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Title: Operations Manager

Date: August 13, 2012

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Name:

Title:

Date:

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