



## PREMIUM DATA PRODUCT LICENSE ADDENDUM

This Premium Data Product License Addendum (the “**PDPLA**”) shall apply to the extent Customer receives the Premium Data Products, if set forth on a Service Order Form issued pursuant to the Master Terms of Use or other applicable agreement between Customer and MapAnything (the “**Agreement**”). Capitalized terms not defined herein shall have the meanings set forth in the Agreement. In the event that the terms of this PDPLA conflict with any of the terms set forth in the Agreement, the terms of this PDPLA shall control with respect to the Premium Data License Services.

### 1. DEFINITIONS

- 1.1 “**Contributed Database**” means Databases licensed by Contributors to MapAnything with the right to grant sublicenses, as set forth herein and identified an applicable SOF.
- 1.2 “**Contributor**” means a third-party licensor of any Contributed Databases to MapAnything.
- 1.3 “**Database**” means a compilation of geographic, cartographic, engineering, architectural, tabular, text and/or other data, information, or works, including, but not limited to, graphic and/or file data in automated or manual form.
- 1.4 “**Derivative Products**” shall mean all Derivative Works created by Customer that incorporate all or part of the Licensed Data Products, including, but not limited to, any revision, modification, translation, abridgment, condensation, expansion, collection, compilation or any other form of, or modification to, the Licensed Data Products, which shall be included in the term “Derivative Works” as used in the Agreement.
- 1.5 “**Intended Use**” means for internal use by Customer or Users, or other individuals authorized by Customer in accordance with this PDPLA and the Agreement who are acting for the benefit of Customer or its Affiliates.
- 1.6 “**Licensed Data Products**” means the Premium Data Products that include portions of the Contributed Databases and are ordered by Customer on a SOF.
- 1.7 “**Map-Centric Output**” shall mean data output as represented by map markers or aggregation and presented to the end user as an interactive and/or exportable map layer thru Licensed Data Products.
- 1.8 “**Salesforce.com Output**” shall mean data output as direct record inserts into licensees’ Salesforce.com ORG as created thru Licensed Data Products.
- 1.9 “**Visual Output**” means printouts, plots, displays, photographic film, printed matter and other visual representation of data.

### 2. LICENSED DATA PRODUCTS

- 2.1 **License Grant.** Subject to the terms and conditions of the Agreement and this PDPLA, the license grant in the Agreement to the Services shall include a non-exclusive, non-transferable (other than as expressly provided herein), non-sublicensable, royalty-free, and non-assignable (other than as expressly provided herein) right and license to access, use, modify, and copy the Licensed Data Products solely for the Intended Use, and the term “Services”, as used in the Agreement, shall include the Licensed Data Products; *provided, however,* that Customer and Users will only have access to the current version of the Licensed Data Product and Contributed Databases. The foregoing license shall include the ability to produce Visual Output, Map-Centric Output, or Salesforce.com Output from the Licensed Data Products and/or from Derivative Products for the Intended Use in accordance with the terms and conditions of the Agreement and this PDPLA.
- 2.2 **Users.** Solely with respect to the Licensed Data Products, “Users”, as used in the Agreement, shall include Customer’s Affiliates and their employees, consultants, contractors, and agents, in each case if Customer authorizes them to use the Licensed Data Products in accordance with the Agreement and this PDPLA.
- 2.3 **Derivative Products.** Subject to the terms of this Agreement, Customer and its Users may create and distribute Derivative Products to the extent that such Derivative Products contribute to the Intended Use. Such Derivative Products shall be the sole and exclusive property of MapAnything. Customer hereby assigns and agrees to assign to MapAnything all right, title and interest in and to such Derivative Products, including without limitation any and all intellectual property rights therein. Subject to the terms and conditions of this Agreement, MapAnything hereby grants to Customer a nonexclusive, limited, revocable, right and license to use such Derivative Products under the terms of this PDPLA and the Agreement, solely for the Intended Use. Customer shall cooperate with MapAnything as necessary for MapAnything to perfect, defend, record, evidence and maintain the Intellectual Property Rights assigned or granted under this section.



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- 2.4 Derivative Products.** Customer’s contractors, consultants, agents, and other third-Party Users that Customer engages for the Intended Use may use the Licensed Data Products and Derivatives Products in digital or other formats as long as these third parties (i) only use the Licensed Data Products and Derivative Products for the Intended Use; (ii) do not sell, license, or otherwise distribute Licensed Data Products or Derivative Products or any portion thereof other than to the Users for the Intended Use; (iii) destroy any copies of the Licensed Data Products or Derivatives Products or portions thereof immediately upon termination or completion of their scope of work as related to the Intended Use; (iv) are not competitors of MapAnything; and (v) abide by the terms of the Agreement and this PDPLA. Without limiting the foregoing, Customer understands and agrees that it shall in no event use any aspect of the Licensed Data Products or Derivative Products other than for the Intended Use. Subject to the confidentiality provisions set forth in the Agreement, Customer may provide copies of this PDPLA to its Affiliates. Customer shall be responsible for any breaches of this PDPLA or the Agreement by any such third parties. MapAnything shall be a third party beneficiary of any agreements between Customer and such Affiliates relating to this PDPLA or the Licensed Data Products or Derivative Products.
- 2.5 Delivery.** MapAnything shall make delivery of the Licensed Data Products via an interactive data layer inside the MapAnything Software provided to Customer pursuant to the Agreement. Customer agrees this is the only delivery method that MapAnything will be responsible for providing.
- 2.6 Additional Customer Responsibilities.** Customer will be responsible for (i) compliance with the terms and conditions of the Agreement and this PDPLA by any Users to whom Customer grants access to the Licensed Data Products or Derivative Products; (ii) securing and protecting the Licensed Data Products and Derivative Products its possession from unauthorized distribution and access; (iii) preventing any use of the Licensed Data Products or Derivative Products in its possession outside of the Intended Use; and (iv) preventing access from any of MapAnything’s competitors or those of MapAnything’s Contributors to any portions of the Licensed Data Products, Derivative Products, or any related information in Customer’s possession.
- 2.7 Confidential Information.** Without limiting the generality of Section 7 of the Agreement, the Licensed Data Products, Contributed Databases, Derivative Products and underlying technology, architecture, code base and trade secrets with respect to same shall be MapAnything’s Confidential Information.
- 2.8 Reservation of Rights.** Other than as expressly provided in this Agreement, MapAnything and its Contributors claim and reserve all title, interest and ownership, and all rights afforded at law and in equity in and to all data, compilations, and materials that constitute the Licensed Data Products, including, but not limited to, all Intellectual Property Rights therein and thereto. Customer understands that MapAnything may, at its sole discretion that may be withheld or conditioned for any reason, replace Contributors at any time without notice. Customer agrees that any works commissioned or undertaken by MapAnything pursuant to or in supplementation to this Agreement shall be and remain the property of MapAnything unless agreed to otherwise in writing. No rights are granted to Customer hereunder other than as expressly set forth herein.