**Quotation terms:**

1. **Applicable terms.** If there is a specific data-related agreement (a “**Specific Data-Related Agreement**”) between Mobileye and you, then this quotation is issued under, and subject to, that agreement. (For example, if there is a Joint Commercialization Data Agreement (a “**JCDA**”) between Mobileye and you, then you are a data joint commercialization partner, and this quotation is issued under, and subject to, that JCDA.)

If there is no Specific Data-Related Agreement between Mobileye and you, then this quotation is issued under, and subject to, the Mobileye Data Service Terms attached below.

In any event, when you accept this quotation (be it explicitly, e.g. by countersignature or by issuing a purchase order, or implicitly, e.g. by you starting to access Mobileye data) it becomes an “**Accepted Quotation**”. An Accepted Quotation and, as applicable, the relevant Specific Data-Related Agreement or the Mobileye Data Service Terms, together makes up the entire agreement (the “**Agreement**”) between Mobileye and you in relation to the Relevant Mobileye Data (as defined in the relevant Specific Data-Related Agreement or the Mobileye Data Service Terms) which Mobileye makes available to you under the Agreement.

The Agreement prevails over any inconsistent terms or conditions whether (i) implied by law, trade custom, practice or course of dealing, or (ii) contained or referred to in any of your documentation, e.g. your purchase order, specification, or confirmation or acceptance of quotation.

1. **Payment terms:** If no other specific payment terms have been agreed upon, you shall pay for the Relevant Mobileye Data in advance, i.e. prior to and as a condition to Mobileye making that Relevant Mobileye Data available to you.
2. **Your use of Relevant Mobileye Data:** if applicable under the relevant Specific Data-Related Agreement, you may make Data Presentation Products/Reports/Alerts (as defined there) containing or relying upon inferences drawn from the Relevant Mobileye Data set out in this quotation, available only to the following Customers, if applicable on the corresponding platforms: [Customer/platform]
3. Depending on the nature of the Relevant Mobileye Data covered by this quotation, Mobileye may make it available to you (a) only once, (b) every so often (e.g. weekly, monthly, quarterly) for a defined period or (c) in real time for a defined period.

If Mobileye has committed to making the Relevant Mobileye Data available to you for a defined period, and the start of that period is delayed, then the end of that period will be concomitantly delayed to take account of this, such that the length of the period will not change.

**MOBILEYE DATA SERVICE TERMS**

The entity providing the data service is **Mobileye Vision Technologies Ltd.,** located at 13 Hartom St, POB 45157, Har Hotzvim, Jerusalem, 9777513, Israel, and/or one or more of its Affiliates (referred to as “**Mobileye**”, “**we**”, “**us**” or “**our**”).

If, as set out in an applicable Accepted Quotation, no Specific Data-Related Agreement applies, then these Mobileye Data Service Terms form the Agreement together with that Accepted Quotation.

If you are using the Mobileye data on behalf of an incorporated entity, then you confirm to us that you have authority to accept the Agreement on its behalf.

# Defined terms

In this Agreement, the following capitalized terms have the following meanings:

* 1. **Accepted Quotation** means a Mobileye quotation for provision of Relevant Mobileye Data which quotation you have explicitly accepted or are deemed by your conduct to have accepted;
	2. **Affiliates** of any specified person means any other person directly or indirectly controlling, or controlled by, or under direct or indirect common control with, such specified Person. “Control” means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise;
	3. **Inferences** means the conclusions you draw from your reading, interpretation and analysis of the Relevant Mobileye Data or Modified Relevant Mobileye Data, that do not themselves include any of the Relevant Mobileye Data or Modified Relevant Mobileye Data (for example, you may draw conclusions from Relevant Mobileye Data or Modified Relevant Mobileye Data about the need to repair or replace certain road objects in a particular area);
	4. **Modified Relevant Mobileye Data** means data resulting from your modification of the Relevant Mobileye Data in accordance with this Agreement;
	5. **Period** means the period during which Mobileye commits to make Relevant Mobileye Data available to you, as set out in the Accepted Quotation;
	6. **Permitted Use** means to do the following, solely for the internal administration and operation of your business:
* access, view, make reasonable copies of and store the Relevant Mobileye Data and Modified Relevant Mobileye Data;
* read and interpret or analyze the Relevant Mobileye Data and Modified Relevant Mobileye Data and make Inferences;
* modify the Relevant Mobileye Data, and aggregate the Relevant Mobileye Data and Modified Relevant Mobileye Data with other data in such a way that the Relevant Mobileye Data and Modified Relevant Mobileye Data can nonetheless be extracted from such other data; and
* use the Relevant Mobileye Data, Modified Relevant Mobileye Data and the Inferences;
* provide the Inferences to third parties; and
* allow contractors, who have undertaken to you in terms no less protective of Mobileye than this Agreement, to do the foregoing for you, provided that you will be liable to Mobileye for their acts or omissions as if it these were your own acts or omissions;

All provided that the Permitted Use *does not* include:

* making Relevant Mobileye Data or Modified Relevant Mobileye Data available or otherwise providing it to third parties, other than contractors as expressly set out above; or
* using the Relevant Mobileye Data, Modified Relevant Mobileye Data or the Inferences to create any product, solution or service for supply to third parties, whether or not for consideration (including where you have created your products, solutions or services by modifying, reformatting, or analyzing the Relevant Mobileye Data or Modified Relevant Mobileye Data);
	1. **Relevant Mobileye Data** means the data described in the Accepted Quotation; and
	2. **Service** means our making Relevant Mobileye Data available to you, whether via an API or otherwise, of the type and format and at the frequency specified in the Accepted Quotation (and if no such type, format or frequency is specified in the Accepted Quotation, then the type, format and frequency which is usual for the Relevant Mobileye Data).
1. **Your Use of Relevant Mobileye Data**
	1. Subject to and conditional on your continued compliance with this Agreement, we will make the Service available to you for the Period.
	2. Provided that you comply and continue to comply with this Agreement, you may use the Service during the Period, solely in accordance with the Permitted Use. You may not let anyone else use the Service, and you may not assign or transfer your right to use the Service to anyone else.
	3. You may not do any of the following, and you may not permit or encourage any third party to do any of the following:
		1. remove any Mobileye titles, trademark symbols, copyright symbols or other legends from the Relevant Mobileye Data or Modified Relevant Mobileye Data;
		2. use the Relevant Mobileye Data or Modified Relevant Mobileye Data in any way that is prejudicial to Mobileye’s reputation;
		3. seek to bypass or disable any protections that may be put in place to provide security for or restrict use of the Relevant Mobileye Data, Modified Relevant Mobileye Data or the Service; or
		4. reverse engineer or otherwise tamper with the Relevant Mobileye Data or Modified Relevant Mobileye Data.
	4. You shall tell us promptly in writing of any actual or suspected errors in connection with the Relevant Mobileye Data.
	5. You shall use adequate technological and security measures to ensure that the Relevant Mobileye Data and Modified Relevant Mobileye Data is secure from unauthorized use or access.
	6. You may not subject any portion of the Relevant Mobileye Data or Modified Relevant Mobileye Data to any open data, copyleft or similar license obligations including by combining or distributing the Relevant Mobileye Data or Modified Relevant Mobileye Data with other data in a manner that subjects us or the Relevant Mobileye Data or Modified Relevant Mobileye Data (or any part of them) to any open data, copyleft or similar license obligations.
	7. The Permitted Use pertains only to the Relevant Mobileye Data, in the form that we provide it to you. Nothing in this Agreement gives you any right or license under any of our intellectual property rights (a) in any technology necessary or useful to store, use, transmit, modify, process or generate Relevant Mobileye Data, (b) to make or copy any Relevant Mobileye Data containers or formats, or (c) in any modifications, results or Inferences which you are permitted to create with Relevant Mobileye Data.
	8. Your obligations (but not your rights) under this section ‎2 will survive the end of the Period.
2. **Records**

You shall maintain accurate and complete records of your use of the Relevant Mobileye Data and Modified Relevant Mobileye Data and provide them to us at our reasonable request so that we may confirm your compliance with this Agreement.

1. **Ownership**
	1. Mobileye owns all right title and interest (including all intellectual property rights) in and to the Relevant Mobileye Data and Modified Relevant Mobileye Data. You hereby assign to Mobileye (on behalf of you and your Affiliates and those contractors authorized under your Permitted Use) all right, title and interest (including all property and intellectual property rights anywhere in the world) in and to Modified Relevant Mobileye Data. You will obtain all assignments of rights in Modified Relevant Mobileye Data from your contractors and Affiliates, necessary to perfect Mobileye’s rights under this section 4.
	2. Nothing in this Agreement transfers any interest in the Relevant Mobileye Data to you. We retain all right, title and interest (including all intellectual property rights) in and to the Relevant Mobileye Data and the Service, including all text, graphics, software, data, information, images, sound, video, audio-visual works, and data associated with it, as well as any copies.
	3. Other than your Permitted Use, no license (express or implied) is granted under any of our intellectual property rights.
	4. You are not obligated to give us any corrections, enhancements, improvements, feedback or ideas relating to the Relevant Mobileye Data (“**Feedback**”), but if you do, then you grant us a worldwide, non-exclusive, perpetual, irrevocable, royalty-free, transferable, sublicensable license under your IPR in and to the Feedback, to use and disclose or otherwise exploit the Feedback without any accounting.
2. **Fees and Payment**
	1. In return for the Service, you shall pay us the fees set out in the Accepted Quotation in accordance with the payment terms set out in the Accepted Quotation, without any deduction or set-off for or on account of any taxes, levies, imports, duties, charges, fees and withholdings of any nature now or hereafter imposed by any governmental, fiscal or other authority; and, to the extent any such deduction or set-off is compelled, you shall pay us such additional amount as is necessary to ensure that we receive the full amount which we would have received but for the deduction or set-off.
	2. Interest at the rate of 2% per month, or the maximum rate permitted by applicable law if lower, shall accrue on any undisputed overdue amount; and if any amount is overdue by 30 days or more, we may, without limiting our other rights and remedies, upon notice to you, suspend future access to the Service pending full payment.
3. **Term and Termination**
	1. The Service will terminate at the end of the Period, or earlier in accordance with this section.
	2. At the end of the Period, you shall cease Using the Relevant Mobileye Data and Modified Relevant Mobileye Data, irrespective of when during the Period it was made available (if applicable), and return or destroy all copies of it.
	3. We may terminate the Service before the end of the Period:
		1. with immediate effect if:
			1. you breach section ‎2.2 or ‎2.3; or
			2. you are in material breach of any other provision of this Agreement, which breach is incapable of being remedied or has not been remedied within 30 days of our written request to do so; or
		2. for any reason on the expiry of 90 days’ written notice.
	4. If we terminate the Service early under section ‎6.2.1, you shall immediately cease use of all Relevant Mobileye Data and Modified Relevant Mobileye Data and return or destroy all copies of them.
	5. If we terminate the Service early under Section ‎6.2.2, you may continue to use the Relevant Mobileye Data that we made available to you before that date and Modified Relevant Mobileye Data resulting from your modification of the Relevant Mobileye Data, until the end of the Period for that Relevant Mobileye Data and Modified Relevant Mobileye Data, provided that you continue to comply with this Agreement.
4. **Confidentiality**

The provisions of the non-disclosure agreement between you and us shall apply to this Agreement (for the duration of this Agreement, including if the term of the NDA itself is shorter than this). Nothing in that NDA will give you any greater right to use, access or disclose the Relevant Mobileye Data than is expressly set out in section ‎2.

1. **Disclaimer of Warranty**
	1. The Relevant Mobileye Data is made available “as is” and “as available” without any warranty, but in any event you acknowledge that the scope of the Relevant Mobileye Data is dependent on external factors (such as the extent and depth of our geographical coverage and the availability of and quality of connectivity) all of which are subject to change from time to time.
	2. We disclaim all warranties, whether express, implied or statutory, including as to the data’s merchantability, fitness for a particular use, accuracy, completeness, quality, or lack of infringement. All warranties, conditions or other terms implied by law are excluded to the extent permitted.
2. **Limitation of Liability**
	1. Except as otherwise noted in this section ‎‎9, we will not be liable for any of the following losses or damages (whether such losses or damages were foreseen, foreseeable, known, or otherwise): (i) loss of revenue; (ii) loss of actual or anticipated profits; (iii) loss of the use of money; (iv) loss of anticipated savings; (v) loss of business; (vi) loss of opportunity; (vii) loss of goodwill; (viii) loss of use of the Relevant Mobileye Data or Modified Relevant Mobileye Data; (ix) loss of reputation; (x) loss of, damage to, or corruption of data; or (xi) any indirect, incidental, special, or consequential loss or damage however caused (including loss or damage of the type specified in this section ‎‎9.1).
	2. Except as otherwise noted in this section ‎9, our total cumulative liability to you, including for direct damages and any indemnification obligation under this Agreement (and whether the breach arises because of breach of contract, negligence, or for any other reason), will not exceed the sum paid to us under this Agreement during the six month period preceding the event that gave rise to the claim. This limitation of liability is cumulative and not per incident; the existence of more than one claim will not increase the limit.
	3. Nothing in this Agreement will be treated as excluding or limiting our liability for fraud or fraudulent misrepresentation, or any other liability which cannot be excluded or limited under applicable law.
3. **Export Control**

You agree to comply fully with all relevant United States and European export control laws and regulations (collectively, “**Export Control Laws**”) and in particular, shall not, directly or indirectly, export, re-export, divert, or transfer Confidential Information (i) to any destination or person to whom/which this is restricted or prohibited by Export Control Laws nor (ii) to any of the following countries: Iran, North Korea, Lebanon, Sudan, Syria, Cuba and Iraq.

1. **Anti-Corruption**
	1. You represent that, in connection with the scope of the Agreement, neither you, nor anyone acting on your behalf, has violated or shall violate the US Foreign Corrupt Practices Act; the UK Bribery Act; or any other applicable anti-corruption law (the “**Anti-Corruption Laws**”). You represent that you have not and shall not directly, or indirectly through any other person or entity, offer, promise, authorize, solicit, pay, or give anything of value to any Government Official for the purpose of:
		1. influencing an act or decision of the Government Official in his or her official capacity,
		2. inducing the Government Official to do or omit to do any act in violation of the lawful duty of such official,
		3. securing an improper advantage, or
		4. inducing the Government Official to use his or her influence to affect or influence any act or decision of a government or instrumentality,

in each case in order to assist us or any of our Affiliates in obtaining or retaining business.

* 1. “**Government Official**” means any officer, employee, or person acting in an official capacity for any government department, agency, or instrumentality, including any state-owned or -controlled company and any public international organization, as well as any political party, political party official, or candidate for political office, and includes any agent or intermediary of any of the foregoing.
1. **General provisions**
	1. This Agreement constitutes the entire agreement between you and us with respect to its subject matter, and supersedes all prior and contemporaneous agreements or representations, oral or written, regarding such subject matter. To the extent of any inconsistency between the Accepted Quotation and these terms, the Accepted Quotation shall prevail.
	2. This Agreement shall be governed, construed and interpreted in accordance with the laws of England and Wales without regard to its conflict of laws principles. Each of the parties hereto consents to the exclusive jurisdiction and venue of the competent courts of London, England.