

**END USER MINIMUM TERMS
FOR BING MAPS ISV APPLICATIONS**

**(KNOWN USER, LIGHT KNOWN USER, ALL MOBILE ASSET MANAGEMENT USERS, INTERNAL AND
PUBLIC WEBSITE TRANSACTIONS, BING MAPS TRANSACTIONS)**

These license terms (“End User Minimum Terms”) are an agreement between you (“End User” or “you”) and the independent software vendor that has licensed the application to you (“Bing Maps Licensor”) governing the software application or suite of applications (“Application”) which use the Microsoft Bing Maps Services. Please read them. Microsoft has licensed the Bing Maps Services to Bing Maps Licensor. By using the Application, you accept these terms. If you do not accept them, do not use the Application.

1. Definitions.

For the purposes of these End User Minimum Terms, the following definitions apply:

“Asset” means mobile objects that are managed as part of a fleet, which may include vehicles, devices, or people.

“Billable Transaction” means a call to the Service for which Bing Maps Licensors pay a fee, as further described at the following URL: <https://docs.microsoft.com/en-us/bingmaps/getting-started/bing-maps-dev-center-help/understanding-bing-maps-transactions>.

“Bing Maps Distance Matrix API” means the API that enables developers to generate and calculate travel time and distance information between various origin and destination locations, but without the routing details.

“Bing Maps Documentation Website” means the website located at the following URL: <https://docs.microsoft.com/en-us/bingmaps/>.

“Bing Maps Isochrone API” means the API that calculates the geographical area that can be reached for a given travel time or distance. The result is a time- or distance-based geographical polygon based on routable networks for driving, walking, and public transit.

“Bing Maps Platform APIs” means the APIs available on the Bing Maps Documentation Website, and any other Bing Maps Platform APIs that Microsoft may offer via the Documentation.

“Bing Maps Snap to Road API” means the API that takes a list of longitudes and latitudes and returns a list of objects containing longitude, latitude, speed limit, and street names that forms a route snapped to the roads on the map. Users can request that the points be interpolated, resulting in a path that smoothly follows the geometry of the road.

“Bing Maps Truck Routing API” means the API that gets a truck driving route by specifying a series of geographical location defined by longitude and latitude that is used for navigational purposes. The route includes information such as route instructions, travel duration, travel distance. The API takes into consideration specific requirements for trucks and larger vehicles, e.g. avoiding low bridges, sharp turns, steep gradients, or following restrictions and permits for hazardous material.

“Bing Maps TOU” means the Bing Maps End User Terms of Use located here: <http://aka.ms/enduserembeddedmapstou> or such other locations as Microsoft may specify from time to time, that apply to End Users.

“Content” means any maps, images, geocodes, data, third party content or other content that Bing Maps Licensors are authorized to access via the Services.

“Drive Analytics” means the output of the analysis about an Asset’s movement resulting from an Application’s use of latitude/longitude coordinates, street names, and posted speed limits (car or truck) and other legal road use restrictions in order to determine if such Asset is following road compliance signage.

“Geofence” means one or more coordinates used to determine whether the location of an Asset has intersected a line or entered or exited a polygon. Examples include a radius of a point, a polyline or a polygon.

“Geofencing Alert” means the notification generated when an Asset enters, intersects or exits a Geofence.

“Ordnance Survey” means a third party maps content provider Ordnance Survey <https://www.ordnancesurvey.co.uk/>.

“Premium Services” means, collectively, the Bing Maps Distance Matrix API, Bing Maps Isochrone API, Bing Maps Snap to Road API, and Bing Maps Truck Routing API.

“Services” means (i) the Application-Specific Services listed in Section 6 below, (ii) the maps platform APIs for the Universal Windows Platform listed on the Bing Maps Documentation Website that provide access to Content, including all elements, components and executables of such APIs, and (iii) documentation that Microsoft makes available to End Users.

“Subscription License” or “SL” means a subscription license for the Services that may be granted pursuant to an agreement between Bing Maps Licensor and an End User.

“Universal Windows Platform” means an API created by Microsoft to enable development of applications that will potentially run on multiple types of devices running the Windows 10 operating system (and subsequent versions).

2. License.

Bing Maps Licensor provides you a license to access the Services from within the Application provided by Bing Maps Licensor only. You have acquired this Subscription License for use solely within the Application supplied by Bing Maps Licensor.

3. Additional Rights and Restrictions for End Users

- (a) Bing Maps TOU. In addition to these End User Minimum Terms, you must also comply with the Bing Maps TOU, which is incorporated by reference to these End User Minimum Terms.
- (b) Support or Service Level Agreement. Microsoft does not provide any support or service level agreement directly to End Users for Application(s) provided to End User by Bing Maps Licensor.
- (c) Termination Rights. Microsoft reserves the right to terminate access to the Application to any End User who is in breach of any restriction included in these End User Terms or Bing Maps Licensor’s terms with End User related to use of the Services, and who fails to cure such breach within thirty (30) days after written notice thereof.
- (d) No Warranty by Microsoft to End Users. Microsoft does not make any representation or warranty (express, implied, statutory, or otherwise) with respect to the Services or otherwise.

4. General Restrictions:

Microsoft does have some restrictions on your use of the Application supplied by Bing Maps Licensor. In using the Services provided with the Application, you may not:

- (a) Upload or incorporate any content to the Services via the Application, or use the Application to display or use any content:
 - for which you do not have all necessary permissions from the copyright holder(s);
 - which includes nudity or is obscene, indecent, pornographic or libelous;
 - which is intended to exploit minors in any way;
 - which incites, advocates, or expresses hatred, bigotry, racism, or gratuitous violence; or
 - which is intended to threaten, harass, stalk, defame, defraud, degrade, victimize, or intimidate an individual or group of individuals for any reason, including on the basis of age, gender, disability, ethnicity, sexual orientation, race, or religion, or to incite or encourage anyone else to do so.
- (b) Copy, store, archive, or create a database of the Content.
- (c) Use Content, including geocodes, other than in conjunction with the Application.
- (d) Present or alert a user to individual maneuvers of a route in any way that is synchronized with the user’s sensor-based position along the route (e.g., turn by turn navigation that tracks user’s position using GPS and communicates a maneuver as the user approaches the location for such maneuver).
- (e) Change, obscure, or minimize any logo, trademark, copyright or other notice of Microsoft or its suppliers, or digital watermarks in the Content; except that we may make alternative logo, trademark and copyright attribution requirements available for use with small maps or on small devices; if available you will find them at the following URL:
<https://www.microsoft.com/en-us/maps/mobile-brand-guidelines>.
- (f) Use Content other than in combination with the Services and not separately.
- (g) Use Content that consists of points of interest data to generate sales leads information in the form of ASCII or other text-formatted lists of category-specific business listings which (i) include complete mailing address for each business; and (ii) contain a substantial portion of such listings for a particular country, city, state or zip code region.
- (h) Transmit, sell, license or deliver any infringing, defamatory, offensive, or illegal products, services or materials.
- (i) Violate any applicable U.S. Export Administration Regulations or End User, end-use and destination restrictions issued by U.S. and other governments. The Services are subject to U.S. export jurisdiction.
- (j) Use the Services in any way that threatens the integrity, performance or reliability of the Services including performance or stress testing, or in any manner that works around any technical limitations in the Services.
- (k) Syndicate, redistribute, resell or sublicense access to the Services or Content on a standalone basis.

- (l) Falsify or alter any unique referral identifier in, or assigned to, an Application, or otherwise obscure or alter the source of queries coming from an Application.
- (m) Reverse engineer, decompile or disassemble the Services, except and only to the extent that applicable law expressly permits, despite this limitation.
- (n) Integrate road maps from the Services with road maps supplied by any third party. You may not replace aerial imagery from the Services with imagery supplied by any other mapping platform.
- (o) Use the Services or Content with a vehicle's dashboard, or a device connected to a vehicle's dashboard, systems or sensors, except that the device may be connected to the vehicle power source for charging purposes.
- (p) Use bird's eye aerial imagery (if it is made available through the Bing Maps Platform APIs) to reveal latitude, longitude, altitude or other metadata.
- (r) You may only use Content from Ordnance Survey in Applications that you make available to the general public.
- (s) You may combine or overlay Ordnance Survey's United Kingdom mapping data or data derived from Ordnance Survey's United Kingdom mapping data (but not Ordnance Survey's roads data) with the Services, only if you (i) have procured all such rights to Ordnance Survey's United Kingdom mapping data; and (ii) such use is consistent with your Ordnance Survey license.

5. Intellectual Property and Reservation of Rights.

All rights to the Services and the Content, including rights of use, not specifically granted under these End User Minimum Terms or your agreement with Bing Maps Licensor are reserved by Microsoft and its suppliers. Except as set forth in your agreement with your Bing Maps Licensor, these End User Minimum Terms do not grant Microsoft any right or license to any Application or your intellectual property, including intellectual property that you licensed from third parties. Except for material that Microsoft may license to you, Microsoft does not claim ownership of the content you post or otherwise provide to us, which is hosted by Microsoft or a third party hosting provider on Microsoft's behalf, related to the Services (called a "Submission"). However, by posting or otherwise providing your Submission (and for the avoidance of doubt, where Microsoft hosts content on your behalf including by a third party hosting provider, this constitutes a Submission, but where you host or a third party hosts content on your behalf, other than Microsoft or a third party hosting provider on behalf of Microsoft, this does not constitute a Submission), you are granting to Microsoft free permission to use, copy, distribute, display, publish, transcode and otherwise modify your Submission, each in connection with the Services, and sublicense these rights to others in order to provide the Services. For every Submission you make, you must have all rights necessary for you to grant the permissions in this section.

6. Application-specific terms.

The terms in Sections 1-5 above apply generally to all Bing Maps ISV Applications. This Section 6 includes application-specific terms depending on which SKU the Bing Maps Licensor has included in its Application, and are in addition to the terms above. These application-specific terms govern if there are any conflicts with the terms in Sections 1-5 above.

Additional Terms for Light Known Users

(a) Light Known User

- "Application-Specific Services" means Bing Maps Platform APIs (except Premium Services)
- Your license does not include the right to use Premium Services.
- You must acquire the appropriate Subscription License for each Known User (or Light Known User) that accesses the Application. Known Users (or Light Known Users, as applicable) are permitted to access the Application for the purpose of displaying maps and related information in an Application.
- Light Known Users may overlay administrative boundaries or other map content provided in the Application, provided that you do not use the Application for:
 - (i) loading additional map content layers of any kind;
 - (ii) editing or creating map content. For avoidance of doubt, simple annotations such as a line, arrow, polygon or circle to highlight an area are allowed and not considered to be map content under this restriction; and
 - (iii) executing any spatial query other than proximity (find the nearest), point-in-polygon, distance between two points or as provided by the find and route services. For avoidance of doubt, the Application may not perform Geofences, buffers or query a spatially enabled database.

“Light Known Users. You may license additional Light Known Users from your Licensor or on your Microsoft volume licensing agreement. If you acquire additional Light Known Users on your Microsoft volume licensing agreement, you must license a Bing Maps Light Known User SL for each Light Known User. If you acquire transactions on your Microsoft volume licensing agreement, you must license a Bing Maps Transaction Usage SL. You must provide your Bing Maps Licensor with your Microsoft volume licensing enrollment number and the number of Light Known Users or transactions purchased for the Application. You may use volume licensing Bing Maps Light Known User SL’s or Bing Maps Transaction Usage SL’s with the Application for the term of your agreement with your Bing Maps Licensor, provided you maintain your respective Bing Maps Light Known User SL or Bing Maps Transaction Usage SL license by way of your Microsoft volume licensing agreement. When Bing Maps Light Known User SL’s or Bing Maps Transaction Usage SL’s from volume licensing are reported to your Licensor, your Microsoft volume licensing agreement will prevail in the event of a conflict between the End User’s Microsoft volume licensing agreement and the End User Minimum Terms.

(b) Light Known User

- “Application-Specific Services” means Bing Maps Platform APIs (except Premium Services)
- Your license does not include the right to use Premium Services.
- You must acquire the appropriate Subscription License for each Known User (or Light Known User) that accesses the Application. Known Users (or Light Known Users, as applicable) are permitted to access the Application for the purpose of displaying maps and related information in an Application.
- Light Known Users may overlay administrative boundaries or other map content provided in the Application, provided that you do not use the Application for:
 - (i) loading additional map content layers of any kind;
 - (ii) editing or creating map content. For avoidance of doubt, simple annotations such as a line, arrow, polygon or circle to highlight an area are allowed and not considered to be map content under this restriction; and
 - (iii) executing any spatial query other than proximity (find the nearest), point-in-polygon, distance between two points or as provided by the find and route services. For avoidance of doubt, the Application may not perform Geofences, buffers or query a spatially enabled database.

“Light Known Users. You may license additional Light Known Users from your Licensor or on your Microsoft volume licensing agreement. If you acquire additional Light Known Users on your Microsoft volume licensing agreement, you must license a Bing Maps Light Known User SL for each Light Known User. If you acquire transactions on your Microsoft volume licensing agreement, you must license a Bing Maps Transaction Usage SL. You must provide your Bing Maps Licensor with your Microsoft volume licensing enrollment number and the number of Light Known Users or transactions purchased for the Application. You may use volume licensing Bing Maps Light Known User SL’s or Bing Maps Transaction Usage SL’s with the Application for the term of your agreement with your Bing Maps Licensor, provided you maintain your respective Bing Maps Light Known User SL or Bing Maps Transaction Usage SL license by way of your Microsoft volume licensing agreement. When Bing Maps Light Known User SL’s or Bing Maps Transaction Usage SL’s from volume licensing are reported to your Licensor, your Microsoft volume licensing agreement will prevail in the event of a conflict between the End User’s Microsoft volume licensing agreement and the End User Minimum Terms. ”