END USER MINIMUM TERMS FOR BING MAPS ISV APPLICATIONS

These license terms ("End User Minimum Terms") are an agreement between Live Earth, LLC ("Bing Maps Licensor") governing the software application or suite of applications ("Application") in which you ("you" or "End User") acquired use of the Microsoft Bing Maps Services ("Services"). Please read them. Microsoft has licensed the 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 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.

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

"Bing Maps Documentation Website" means the website located at this 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 the 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 provides access to Content, including all element, 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 Bing Maps 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 hereof.

(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 and 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 synchronized with the user's sensor-based position along the route (e.g. turn by turn navigation that 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 small devices, if available you will find them at this 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 Regulation 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 Bing Maps Platform APIs) to reveal latitude, longitude, altitude or other metadata.

(q) You may only use Content from Ordnance Survey in Applications that you make available to the general public.

(r) 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 you 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 you 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 Section 1-5 above.

(a) Additional Restriction for all Mobile Asset Management User Applications
(1) The following additional definitions apply:

"Mobile Asset Management SLs" means single Asset Subscription Licenses used by Mobile Asset Management Users to track, view, and manage Assets based on their GPS or other sensor-based location in an Application.

"Mobile Asset Management User" means an employee of Bing Maps Licensor and/or an End User employee that is provisioned and/or authenticated by an Application for use with Mobile Asset Management SLs, for example through the use of usernames, passwords, digital certificates, unique IDs, smart cards, or other identification technology.

(2) You must acquire the appropriate Subscription Licenses for each Mobile Asset Management User that accesses the Application. Mobile Asset Management Users may access the Application for the purposes of tracking, viewing and managing Assets based on their GPS or other sensor-based location in an Application.

(3) Territorial Restrictions. If the applicable Application in this Section 6 has a territorial restriction, then the following additional definitions apply:

"North America Territory" means the United States (fifty states, Washington D.C., plus Puerto Rico) and Canada.

"Europe Territory" means Western Europe (Andorra, Austria, Belgium, Denmark, Eire (Republic of Ireland), Faroe Islands, Finland, France, Germany, Gibraltar, Greece, Greenland, Guernsey, Iceland, Italy/Vatican City, Jersey, Liechtenstein, Luxembourg, Malta, Man, Monaco, Norway, Portugal, San Marino, Spain, Sweden, Switzerland, The Netherlands, and United Kingdom); Eastern Europe (Albania, Belarus, Bosnia & Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Estonia, Hungary, Latvia, Lithuania, Macedonia, Moldova, Montenegro, Poland, Romania, Russia, Serbia, Slovakia, Slovenia, and Ukraine) and Turkey.

"Rest of World Territory" means everywhere except the North America Territory and Europe Territory.

(b) Mobile Asset Management without Routing- North America
- "Application-Specific Services" means Bing Maps Platform APIs (except Premium Services)
- Your license does not include the right to use Premium Services.
- You may not user the Application to perform routing (directions) where the route includes the position of an Asset.
- You are permitted to use the Services only in the North American Territory.