

BING MAPS TERMS OF SERVICE

The provisions of these Supplemental Terms related to use of Microsoft Bing Maps Services, if part of an agreement for use of such services between you and LiquidFrameworks, are only in effect for a period of one (1) year and are automatically renewable (unless you receive a notice from LiquidFrameworks to the contrary) for the lesser of (a) an additional one (1) year, or (b) the remaining term of your Subscription Agreement with LiquidFrameworks.

The Bing Maps Terms of Service includes both the Bing Maps End User Minimum Terms and the Bing Maps Terms of Use.

BING MAPS END USER MINIMUM TERMS

END USER MINIMUM TERMS: PUBLIC WEBSITE TRANSACTION APPLICATIONS

These license terms ("**End User Minimum Terms**") are an agreement between you and **LiquidFrameworks** ("**Bing Maps Licensor**") governing the software application or suite of applications **FieldFX** ("**Bing Maps Application**") with which **Customer** ("**End User**" or "**you**") acquired use of the Microsoft Bing Maps Services ("**Services**"). Please read them. Microsoft has licensed the Services to Bing Maps Licensor. By using the Bing Maps Application, you accept these terms. If you do not accept them, do not use the Bing Maps Application.

Definitions.

"Asset" means one of any of the following classes: vehicle, device or other mobile object.

"Billable Transaction" means any of the following (with all capitalized terms as defined herein or in the Bing Maps Platform SDKs): (a) web services methods including but not limited to Premium Services, Imagery, Route, Geocode, Spatial Data and Search Services; (b) a session in the Bing Maps AJAX Control API, Bing Maps Windows Presentation Foundation API, or Bing Maps Silverlight Control API, where a session begins with the load of any of the aforementioned controls into a user's browser and includes all transactions until the browser is closed or the user moves to a different page for up to 50 transactions (thereafter each otherwise Billable Transaction in a session will be charged as a separate Billable Transaction as set forth in Sections (a) and (c) herein), and (c) any new Services functionalities may constitute a Billable Transaction as described in the SDKs.

"Content" means the maps, images and other data and third party content that Bing Maps Licensors are authorized to access via the Services.

"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.

"Public Website Transaction SL" means single Subscription Licenses for a specified number of Billable Transactions for use on a website that is available publicly without restriction on End User's public website, in order to access and display maps and related information in a Bing Maps Application. "Public Website Transaction SL" does not include Subscription Licenses for the Bing Maps Isochrone API, Bing Maps Snap to Road API or Bing Maps Truck Routing API.

"Services" means the Bing Maps Platform APIs to be provided by Microsoft.

"Subscription License" or "**SL**" means a subscription license (e.g., Known User SL, Mobile Asset Management SL, Mobile Asset Management for Consumer SL, Public Website Transaction SL, or Internal Website Transaction SL) that may be granted pursuant to an agreement between Bing Maps Licensor and End User.

License. Bing Maps Licensor provides you a license to access the Services from within the Bing Maps Application provided by Bing Maps Licensor only.

Transactions. You must acquire the appropriate Subscription License (SL) for each Billable Transaction incurred in the Bing Maps Application. End Users are permitted to access the Bing Maps Application for the purpose of displaying maps and related information in a Bing Maps Application. You have acquired Public Website Transaction SLs for use solely within the Bing Maps Application supplied by Bing Maps Licensor. These Public Website Transaction SLs are valid for the term of your agreement with Bing Maps Licensor, which may not exceed one year.

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

- (a) Upload or incorporate any content to the Services via the Bing Maps Application, or use the Bing Maps 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 Bing Maps 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 here: <http://go.microsoft.com/fwlink/?LinkID=229258>.
- (f) Use the Services for business asset tracking, fleet management, or dispatch including, without limitation, to monitor or track the location or movement of Asset(s), including to provide guidance based on the position or routing of multiple objects tracked using GPS or other sensor-generated methods.
- (g) Use Content other than in combination with the Services and not separately.
- (h) 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.
- (i) Transmit, sell, license or deliver any infringing, defamatory, offensive, or illegal products, services or materials.
- (j) 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.
- (k) 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.
- (l) Syndicate, redistribute, resell or sublicense access to the Services or Content on a standalone basis.
- (m) Falsify or alter any unique referral identifier in, or assigned to, a Bing Maps Application, or otherwise obscure or alter the source of queries coming from a Bing Maps Application.

- (n) Reverse engineer, decompile or disassemble the Services, except and only to the extent that applicable law expressly permits, despite this limitation.
- (o) 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.
- (p) 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.
- (q) 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) Save, download, print, distribute, transmit or manipulate bird's eye imagery, or offer others that ability, through your Bing Maps Application.
- (s) Use bird's eye imagery of the United States, Canada, Mexico, New Zealand, Australia, and/or Japan if you are a government entity.

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 Bing Maps 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.

Additional Rights and Restrictions for End Users

- (i) **Support or SLA.** Microsoft does not provide any support or SLA directly to End Users for Bing Maps Application(s) provided to End User by Bing Maps Licensor.
- (ii) **Termination Rights.** Microsoft reserves the right to terminate access to the Bing Maps 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.
- (iii) **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.

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<http://go.microsoft.com/?linkid=9710837>