

C-MAP Genesis Terms of Use

Updated 10 December 2019

Navico, Inc. (referred to in these Terms of Use as “Company”, “we”, “us” or “our”), is the provider of the C-MAP Genesis service and the operator of the website genesismaps.com (referred to collectively as the “Site”). These Terms of Use apply when you access, visit or use the Site or use any of the C-MAP Genesis products and services that we offer through the Site, including our proprietary C-MAP Genesis technology (the Site and these products and services will be referred to in these Terms of Use as the “Service”). If you do not agree to these Terms of Use you should not access, visit or use the Service.

- 1. Eligibility.** The Service is intended for individuals who are at least eighteen (18) years old. If you are not at least eighteen (18) years old, please do not access, visit or use the Service.
- 2. Acceptance of these Terms of Use.** By clicking the “create account” button when you register to use the Service, you agree to be bound by these Terms of Use.
- 3. C-MAP Genesis End User License Agreement.** If you the C-MAP Genesis technology you will be required to accept the terms of our C-MAP Genesis End User License Agreement found here - https://www.genesismaps.com/media/EULA-CMAP_Genesis.pdf at the time of your purchase. The terms of the Insight Genesis End User License Agreement and these Terms of Use are applicable to your use of the C-MAP Genesis Technology. You will be required to accept and agree to the C-MAP Genesis End User License Agreement in order to purchase any of the C-MAP Genesis technology. By clicking the “accept” button when you download the C-MAP Genesis technology through the Service, you agree to be bound by the terms of the C-MAP Genesis End User License Agreement.

Bing Maps EULA. Additionally, the End User Minimum Terms for Bing Maps ISV Applications (the “End User Minimum Term”) as provided on **Exhibit A** hereto shall expressly apply to your purchase and use of any of our products or Services which use the Microsoft Bing Maps Services. Please read the End User Minimum Terms carefully. If you do not accept these terms, do not download or otherwise use the services.

- 4. Privacy Policy.** In connection with your use of the Service, please review our Privacy Policy <https://www.c-map.com/privacy-notice/> in order to understand how we use information we collect from you when you access, visit or use the Service. The Privacy Policy is part of and is governed by these Terms of Use and by accepting the Terms of Use, you agree to be bound by the terms of the Privacy Policy, and agree that we may use information collected from you in accordance with the Privacy Policy.
- 5. Registration.** As a condition of using certain features of the Service, you will be required to register through the Service and select a password and user I.D. You may not: (a) select or use as a user I.D. a name of another person with the intent to impersonate that person; (b) use as a user I.D. a name subject to any rights of a person other than you without appropriate authorization; or (c) use as a user I.D. a name that is otherwise offensive, vulgar or obscene. We reserve the right to refuse registration of, or to cancel a user I.D., in our sole discretion. You shall be responsible for maintaining the

confidentiality of your user I.D. and password.

- 6. Prohibited Activities.** You may not access or use the Service for any purpose other than the purpose for which we make it available to you. We may prohibit certain activities in connection with the Service in our discretion. These prohibited activities include, without limitation, the following:

 - Criminal or tortious activity, including fraud, trafficking in obscene material, drug dealing, gambling, harassment, stalking, spamming, copyright infringement, patent infringement, or theft of trade secrets.
 - Advertising to, or solicitation of, any user to buy or sell any products or services.
 - Transmitting chain letters or junk email to other users.
 - Using any information obtained from the Service in order to contact, advertise to, solicit or sell any products or services to any user without their prior explicit consent.
 - Engaging in any automated use of the Service, such as using scripts to send comments or messages.
 - Interfering with, disrupting or creating an undue burden on the Service or the networks or services connected to the Service.
 - Attempting to impersonate another user or person.
 - Using the user I.D. or account of another user.
 - Using any information obtained from the Service in order to harass, abuse or harm another person.
 - Accepting payment of anything of value from a third person in exchange for your performance of any commercial activity on or through the Service on behalf of that person.
 - Using the Service in a manner inconsistent with any and all applicable laws and regulations.
- 7. Management of the Service.** You acknowledge that we reserve the right, but have no obligation, to (a) take appropriate legal action against anyone who, in our sole determination, violates these Terms of Use, including, without limitation, reporting you to law enforcement authorities, (b) in our sole discretion and without limitation, refuse, restrict access to or availability of, or disable all or a portion of the Service, and (c) otherwise manage the Service in a manner designed to protect the rights and property of the Company and users of the Service and to facilitate the proper functioning of the Service.
- 8. Use of the Service.** The Service and its contents and the trademarks, service marks and logos contained on the Service, are the intellectual property of the Company or its licensors and constitute copyrights and other intellectual property rights of the Company or its licensors under U.S. and foreign laws and international conventions. The Service, its contents and any data generated or produced using the Service may only be used for your informational, personal, non-commercial use only and may not be used, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purpose whatsoever without the express written consent of the Company. You agree not to engage in the use, copying or distribution of the Service, any of its contents or any data generated or produced using the Service for any commercial purpose. You agree not to circumvent, disable or otherwise interfere with security related features of the Service. We may, but are not obligated to, periodically

provide updates to the Service to resolve bugs or add features and functionality. You do not acquire any ownership rights to the Service or to any contents contained on the Service. All rights not expressly granted in these Terms of Use are reserved by the Company. You are solely responsible for your interactions with other users of the Service.

9. **Termination of Your Use of the Service.** We may suspend or terminate your use of the Service if you violate these Terms of Use or in our discretion. We may also impose limits on or restrict your access to parts or all of the Service without notice or liability. If we terminate your use of the Service, or access to features of the Service, within thirty (30) days of the date of the applicable termination we will provide you with a *pro rata* refund of your subscription fee based on the portion of your subscription period that remained at the time of termination. All refunds will be made to the account you used to pay for your subscription.
10. **Fees and Charges.** If you elect to purchase C-MAP Genesis products and services through the Service, the price of these products and services will be provided to you prior to purchase. We may change pricing from time to time in our discretion, however, if you have purchased a subscription to the Service, the applicable prices for that subscription will remain in effect until the end of the applicable subscription period. If you purchase an annual subscription, your subscription will last for a period for 365 days from the date you purchase the applicable subscription. All subscription fees must be paid in advance on the day you purchase the applicable subscription. **By submitting payment through the Service, you authorize us, or the third party payment service provider operating on our behalf, to charge the applicable fees and any applicable taxes to the account you provide for payment. Except as expressly stated in these Terms of Use, you will not be entitled to a refund of any subscription fees.**
11. **User Content.** You shall be solely responsible for any information, data, text, graphics, or other materials you upload or submit to the Service (“**User Content**”). We reserve the right to modify or use any User Content that you upload to the Service, whether raw or processed, in any way we deem necessary or useful, including the right to aggregate your User Content with other data collected from users for commercial purposes. By uploading User Content to the Service, you hereby grant the Company a worldwide, perpetual, fully paid-up, transferable license to use, copy, organize, or prepare derivative works of your User Content including, but not limited to, the right to use your User Content to create samples, commercial map products and/or research and marketing materials.
12. **Submission of Questions and Feedback.** If you submit opinions, suggestions, feedback and/or proposals to us through the Service, or through any other communication with us, you acknowledge and agree that: (a) the submissions you provide will not contain confidential or proprietary information; (b) we are not under any obligation of confidentiality, express or implied, with respect to the submissions you provide; (c) we shall be entitled to use or disclose (or choose not to use or disclose) the submissions you provide for any purpose, in any way, in any media worldwide; (d) the submissions you provide will automatically become the property of the Company without any obligation of the Company to you; and (e) you are not entitled to any compensation or reimbursement of any kind from the Company in connection with your submissions under any circumstances.

- 13. Links to Other Websites.** The Service may contain links to third-party websites, resources or data. You acknowledge and agree that the Company is not responsible or liable for: (a) the availability or accuracy of these third-party websites, resources or data; or (b) the content, products, or services on or available from these websites, resources or data. You also acknowledge that you are solely responsible for and assume all risk arising from the use of any these websites, resources and data. Links to third party websites on the Service are not intended as endorsements or referrals by the Company of any products, services or information contained on the applicable websites. These Terms of Use do not apply to third party websites, including the content of and your activity on those websites. You should review third-party websites' terms of service, privacy policies and all other website documents, and inform yourself of the regulations, policies and practices of third-party websites.
- 14. No Warranty Regarding Accuracy.** The Company does not provide, and expressly disclaims, any warranties or guaranties regarding the accuracy of any maps created using the Service. Frequency noise and other factors, including, but not limited to, speed, power cables on the boat, positioning of transducer and weather can affect the ability of the Service to accurately record the raw sonar data transmitted on your boat. Map output can also be affected by your data collection technique. We are not responsible for inaccuracies and poor performance of the Service as a result of these factors or any other circumstance that is not within our control.

In addition, all navigation aids are subject to inaccuracies and discrepancies. You should not rely on the Service as your single navigation aid in connection with navigating your vessel. You should obtain navigation information from additional sources, and cross-check all information for any inaccuracies or discrepancies when you make any determination regarding your vessel's position, course, speed and intended track.

- 15. Disclaimer of Warranties.** THE INFORMATION CONTAINED IN AND PROVIDED THROUGH THE SERVICE, INCLUDING TEXT, GRAPHICS, LINKS, OR OTHER ITEMS, IS PROVIDED "AS IS". NEITHER THE COMPANY NOR ITS SUPPLIERS WARRANT THE ACCURACY, ADEQUACY, COMPLETENESS OR TIMELINESS OF THE INFORMATION, MATERIALS, PRODUCTS, AND SERVICES ACCESSED ON OR THROUGH THE SERVICE AND THE COMPANY EXPRESSLY DISCLAIMS LIABILITY FOR ERRORS OR OMISSIONS IN THE INFORMATION OR MATERIALS ACCESSED ON OR THROUGH THE SERVICE. NO WARRANTY OF ANY KIND, WHETHER IMPLIED OR EXPRESSED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF NON-INFRINGEMENT, TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND FREEDOM FROM COMPUTER VIRUS, IS GIVEN IN CONJUNCTION WITH ANY INFORMATION, MATERIALS, OR SERVICES PROVIDED THROUGH THE SERVICE.
- 16. Limitation of Liability.** IN NO EVENT SHALL THE COMPANY OR ITS THIRD PARTY SUPPLIERS BE LIABLE FOR ANY DAMAGES, LOSSES OR LIABILITIES INCLUDING, WITHOUT LIMITATION, DIRECT OR INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES, LOSSES OR EXPENSES, INCLUDING ANY LOST PROFITS, LOST DATA, OR LOST SAVINGS, WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT OR ANY OTHER LEGAL THEORY, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THE SERVICE OR RELIANCE ON OR USE OR INABILITY TO USE THE INFORMATION, MATERIALS OR SERVICES PROVIDED THROUGH THE SERVICE, OR IN

CONNECTION WITH ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS OR LINE OR SYSTEM FAILURE, EVEN IF THE COMPANY OR ITS THIRD PARTY SUPPLIERS ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES OR EXPENSES. IN NO EVENT WILL COMPANY'S AGGREGATE LIABILITY FOR ANY CLAIM EXCEED ANY AMOUNTS PAID BY YOU IN CONNECTION WITH THE SERVICE OR \$100, WHICHEVER IS GREATER.

17. **Void Where Prohibited.** Although the Site is accessible in most geographic locations, not all features, products or services discussed, referenced, provided or offered as part of the Service are available to all persons or in all geographic locations, and may not be permitted by law in all geographic locations. We reserve the right to limit, in our sole discretion, the provision and quantity of any feature, product or service to any person or geographic location. Any offer for any feature, product or service made available through the Service is void where prohibited by law.
18. **Unauthorized Transactions.** In the event that you use a credit card to pay for any products or services offered through the Service, you are representing to the Company that you are authorized to use that credit card. Any violation of this requirement will be reported to the appropriate authorities.
19. **Indemnification.** You agree to defend, indemnify and hold the Company harmless from and against any and all claims, damages, and costs including attorneys' fees, arising from or related to your use of the Service.
20. **Governing Law and Jurisdiction.** You agree that your use of the Service shall be governed by and construed in accordance with the laws of the State of Oklahoma, without regard to conflict of law rules.
21. **Arbitration Agreement and Waiver of Class Remedies.**
 - a. **Arbitration.** The parties shall use their best efforts to settle any dispute, claim, question, or disagreement directly through consultation and good faith negotiations which shall be a precondition to either party initiating a lawsuit or arbitration. All claims arising out of or relating to these Terms of Use (including its formation, performance and breach) and the Service shall be finally settled by binding arbitration administered by the American Arbitration Association ("AAA") in accordance with the provisions of its Commercial Arbitration Rules and the supplementary procedures for consumer related disputes of the AAA, excluding any rules or procedures governing or permitting class actions. The arbitrator, and not any federal, state or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability or formation of these Terms of Use, including, but not limited to, any claim that all or any part of these Terms of Use is void or voidable. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator's award shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction. To the extent the filing fee for the arbitration exceeds the cost of filing a lawsuit, we will pay the additional cost.

The parties understand that, absent this mandatory provision, they would have the right to sue in court and have a jury trial. They further understand that, in some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court.

- b. Class Action Waiver.** The parties further agree that any arbitration shall be conducted in their individual capacities only and not as a class action or other representative action, and the parties expressly waive their right to file a class action or seek relief on a class basis. If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration provision set forth above shall be deemed null and void in its entirety and the parties shall be deemed to have not agreed to arbitrate disputes.
- c. Exception - Litigation of Small Claims Court Claims.** Notwithstanding the parties' decision to resolve all disputes through arbitration, either party may also seek relief in a small claims court for disputes or claims within the scope of that court's jurisdiction.
- d. Thirty Day Right to Opt Out.** You have the right to opt-out and not be bound by the arbitration and class action waiver provisions set forth this Section by sending written notice of your decision to opt-out to the following address: 4500 S. 129th East Avenue, Ste. 200, Tulsa, OK 74134-5885 USA. The notice must be sent within thirty (30) days of making a purchase through the Service, otherwise you shall be bound to arbitrate disputes in accordance with the terms set forth above. If you opt-out of these arbitration provisions, we also will not be bound by them. In addition, if you elect to opt-out of these arbitration provisions, we may terminate your use of the Service. If we terminate your use of the Service, we will provide you with a refund of any fees you have paid and not used in connection with the Service within thirty (30) days of the date of the applicable termination.

- 22. Amendments.** These Terms of Use may be amended by the Company from time to time. We will post any material changes to these Terms of Use on the Site with a notice advising of the changes at least thirty (30) days before the effective date of the changes. If you have provided us with your email address we will also notify you of material changes to these Terms of Use by sending an e-mail at least thirty (30) days before the effective date of the changes to the e-mail address you most recently provided to us. You may cancel your account prior to the end of the applicable thirty (30) day period by contacting us using the contact information in Section 32 below. If you choose to cancel your account within this thirty (30) day period, you will not be bound by the terms of the revised Terms of Use but will remain bound by terms of these Terms of Use, and, within thirty (30) days of date of cancellation, we will provide you with a refund of any fees that you have paid and not used prior to the date of cancellation. We encourage you to keep the email address you provide to us current, and to promptly notify us of any changes, so that you may receive any notices we send to you regarding material changes to these Terms of Use.

- 23. No Oral Modifications.** Employees of the Company are not authorized to modify these Terms of Use, either verbally or in writing. If any employee of the Company offers to modify these Terms of Use, he or she is not acting as an agent for the Company or speaking on our behalf. You may not rely, and should not act in reliance on, any statement or communication from an employee of the Company or anyone else purporting to act on our behalf.
- 24. No Third Party Beneficiaries.** These Terms of Use are between you and the Company. There are no third party beneficiaries.
- 25. Independent Contractors.** No agency, partnership, joint venture, or employment is created as a result of these Terms of Use and you do not have any authority of any kind to bind the Company in any respect whatsoever.
- 26. Non-Waiver.** The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder.
- 27. Force Majeure.** The Company shall not be liable for any failure to perform its obligations hereunder where the failure results from any cause beyond the Company's reasonable control, including, without limitation, any mechanical, electronic or communications failure or degradation.
- 28. Severability.** If any provision of these Terms of Use is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that these Terms of Use shall otherwise remain in full force and effect and enforceable.
- 29. Assignment.** These Terms of Use are not assignable, transferable or sublicensable by you except with our prior written consent. We may transfer, assign or delegate these Terms of Use and our related rights and obligations without obtaining your consent.
- 30. Entire Agreement.** These Terms of Use supersede all prior and contemporaneous agreements, representations and warranties and understandings, whether oral or written, with respect to the Service or the contents of the Site. Modifications to the Terms of Use that are not posted on the Site are not valid unless made in writing and signed by an authorized representative of the Company. In the event of any conflict between these Terms of Use and any other agreement or understanding related to the Service, these Terms of Use shall control.
- 31. Notices.** In the case of notices we send to you, you consent to receive notices and other communications through posting of notices on the Site, or with regard to materials changes to these Terms of Use or the Service, sending you an email at the email address you provided to us, or mailing a notice to you at the mailing address you provided to us. You agree that all agreements, notices, disclosures, and other communications that the Company provides to you in accordance with the prior sentence satisfy any legal requirement that such communications be in writing
- 32. Contact Us.** If you have any questions about these Terms of Use or your account, you may contact us by email at genesis.support@navico.com or by postal mail at 4500 S. 129th East Avenue, Ste. 200 | Tulsa, OK 74134-5885 USA

EXHIBIT A

END USER MINIMUM TERMS FOR BING MAPS ISV APPLICATIONS

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 this 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 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 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 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 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.

(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.