

## City of Pella platform API terms of use

City of Pella digital cadastral data and maps are a representation of compiled data from various publicly available record sources. The data sources are subject to constant change. The City of Pella makes no claim as to the accuracy, completeness or correctness of the City of Pella digital maps and associated data and assumes no responsibility for their positional or content accuracy. The City of Pella gives neither express nor implied warranties or guarantees regarding mapping data; its use or interpretation.

**MAPS AND LAYERS CONTAINING ELCTRIC OR FIBER INFRASTRUCTURE SHALL BE MAINTAINED CONFIDENTIALLY AS CRITICAL ENERGY INFRASTRUCTURE INFORMATION (“CEII”) . PRIOR AUTHORIZATION IS REQUIRED FOR ACCESS BY ANY PERSON OUTSIDE OF OUR ORGANIZATION.**

## Microsoft Bing Maps Platform APIs Terms Of Use

- [Bing Maps Terms of Use](#)

General Terms  
Last Updated: June 1, 2020

Product Specific Terms

- [Bing Maps Azure Marketplace TOU](#)
- [Broadcast Terms](#)
- [Print Rights](#)
- [End User Terms](#)
- [Mobile Brand Guidelines](#)
- [Documentation](#)
- [FAQ](#)

## [Prior Versions](#)

These terms ("**TOU**") apply to your use of the Services and Content, defined below. By installing, accessing, or otherwise using the Services within your Application (defined below), you are agreeing to these TOU with Microsoft Corporation ("**Microsoft**", "**we**", "**us**", or "**our**"). You represent and warrant to us that you have the authority to accept this TOU on behalf of yourself, a company, or another entity, as applicable ("**you**" or "**Company**"). We may change, amend, or cancel this TOU at any time. Your use of

the Services after the changes become effective means you agree to the new TOU. If you do not agree to the new TOU, you must stop using the Services.

## Section 1. Definitions.

Wherever used in these TOU with the first letter capitalized, these terms have the following meanings:

- **(a) "Affiliate"** means, with respect to an entity, any person or entity that directly or indirectly owns, is owned by, or is under common ownership with that entity. For purposes of this definition, ownership means control of more than a 50% interest in an entity.
- **(b) "API"** means any form of application programming interface that provides access to a Microsoft service and any associated tools, including sample code that enables interactions with Microsoft's services, and documentation that Microsoft makes available under these TOU, and includes all elements, components, and executables of such API.
- **(c) "Application"** means your software application, website, or product you create or a service you offer designed to provide access to the Services.
- **(d) "Asset"** means mobile objects that are managed as part of a fleet, which may include vehicles, devices, or people.
- **(e) "Bing Maps License"** means a license to use the Services for use pursuant to Standard Terms.
- **(f) "Bing Maps Platform APIs"** means the APIs available [here](#), and any other Bing Maps Platform APIs that Microsoft may offer via the Documentation.
- **(g) "Bing Maps TOU"** means the Bing Maps End User Terms of Use located [here](#), or such other location as Microsoft may specify from time to time, that apply to End Users.
- **(h) "Bing Spatial Data Services API"** means the APIs that enable the use of REST URLs to geocode and reverse-geocode large sets of spatial data and to create and query data sources in Applications, as described in the Documentation.
- **(i) "Content"** means any maps, images, geocodes, data, third-party content, or other content that Microsoft makes available to you via the Services.
- **(j) "Documentation"** means the software development kits and technical documentation applicable to the Services, located [here](#).
- **(k) "End User"** means the users of your Application.
- **(l) "Limited License"** means a license to use the Services in connection with an Application for educational, non-profit, government, non-commercial, or limited commercial purposes.
- **(m) "Services"** means the (i) Bing Maps Platform APIs and the Maps Platform APIs for the Universal Windows Platform listed [here](#) that provide access to Content, including all elements, components, and executables of such APIs and (ii) documentation that Microsoft makes available under these TOU.

- **(n) "Standard Terms"** means the separate licensing terms that accompany Microsoft products and services. Standard Terms include: (i) the licensing terms and conditions applicable to Microsoft Volume Licensing products and services, including the Product Terms and the Online Services Terms, both of which are available at <https://www.microsoft.com/en-us/licensing/product-licensing/products.aspx>; and (ii) the Microsoft Service Order under the Bing Maps Platform APIs Terms of Use.

[^ back to top](#)

## Section 2. License grants.

- **(a) Use of the Service and Content.** Expressly conditioned upon your compliance with these TOU, and during the term of these TOU, Microsoft grants you a limited, non-exclusive, non-assignable, non-transferable, revocable license to: (i) install, use, and make calls to the Services to (A) develop, test, and support your Application and (B) allow End Users to use your integration of the Services within your Application; and (ii) to use the Content, as it is provided by the Services, in your Application. You may use the Services using only the methods and means of access that are documented in the Documentation.
- **(b) Attribution and proprietary notices.** Microsoft grants you a non-exclusive, non-assignable, non-transferable, revocable license to reproduce and display Microsoft's logos in the Content in connection with your authorized use of the Services for the sole purpose of providing attribution to Microsoft. You must not change, obscure, remove, or resize any logo, trademark, copyright, or other notice of Microsoft or its suppliers or digital watermarks, if any, in the Content. You must display in a conspicuous manner within your Application any Microsoft or third party attribution provided by Microsoft.
- **(c) No Derivative Works.** You will not modify or create a derivative work based on any Content unless expressly permitted to do so under these TOU. For example, the following are prohibited: (i) creating server-side modification of map tiles; (ii) stitching multiple static map images together to create other imagery products; or (iii) tracing or extracting features from Microsoft's maps, including imagery, to create a new work, such as a new mapping or navigation dataset.

[^ back to top](#)

## Section 3. Account Access.

We will provide you with a security key ("**API Key**") when you register that you must use to access the Services. You may not share your API Key with any third party, and you must use the API Key as your sole means of accessing the API. You are responsible for the security and confidentiality of your credentials, including your API Key, and all use of the Services through your credentials. You must notify Microsoft promptly of any possible misuse of your accounts or credentials. You may not create multiple accounts for the purpose of circumventing transaction limits.

[^ back to top](#)

## Section 4. Use of the Services.

You may use the Services only as expressly permitted in these TOU.

- **(a)** Your use of the Services is subject to any additional restrictions or rights included in your Standard Terms.
- **(b)** You will set the user region parameter in the Services in compliance with applicable laws, including those regarding mapping, of the country where the Content is made available.
- **(c)** The Services may include Content that is subject to the Open Data Commons Open Database License ("**ODbL**"), available at <https://opendatacommons.org/licenses/odbl/> or a successor site. Your use of such Content is subject to the terms of the ODbL, as well as these TOU.
- **(d)** Microsoft may, in its sole discretion, limit: (i) the rate at which the Services, or any subset of it, may be called; (ii) the amount of storage made available to each Services account; or (iii) the length of individual content segments that may be uploaded to, or served from, the Services.
- **(e)** You may only use Content from Ordnance Survey in Applications that you make available to the general public.
- **(f)** 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.
- **(g)** You may use geocodes with third-party maps.
- **(h)** You will comply with the TomTom Terms and Conditions available at [http://tomtom.com/en\\_gb/thirdpartyproductterms/](http://tomtom.com/en_gb/thirdpartyproductterms/).

[^ back to top](#)

## Section 5. General Restrictions.

When using the Services, you may not, nor may you permit End Users to:

- **(a)** Use the Services in any application or situation where failure of the Services could lead to the death or serious bodily injury of any person or to severe physical or environmental damage.
- **(b)** Use the Services in a way that could impair, harm, or damage Microsoft, any Microsoft service or application, or anyone's use of the Services;
- **(c)** Use the Services to disrupt, interfere with, or attempt to gain unauthorized access to services, servers, or networks connected to or that can be accessed via the Services;
- **(d)** Use the Services in a way that violates applicable law, including:
  - **(i)** Illegal activities, such as child pornography, gambling, piracy, or violating copyright, trademark, or other intellectual property laws;
  - **(ii)** Intending to exploit minors in any way;
  - **(iii)** Accessing or authorizing anyone to access APIs from an embargoed country;

- **(iv)** Threatening, stalking, defaming, defrauding, degrading, victimizing, or intimidating anyone for any reason; or
  - **(v)** Violating applicable privacy laws and regulations;
- **(e)** Reverse engineer, decompile, or disassemble the Services, except and only to the extent that applicable law expressly permits, despite this limitation;
- **(f)** Use the Services to create a database or service that competes with content received when using the Services;
- **(g)** Use of the Content may not be used in combination with any open source software or other data subject to an open source license that may impair the copyright protection of the Content.
- **(h)** Use the Services in any way that threatens the integrity, performance, or reliability of the Services or any Microsoft product or service, including performance or stress testing, or in any manner that works around any technical limitations in Services;
- **(i)** Request from a Service more than the minimum data that your Application needs to offer End Users the intended Application functionality;
- **(j)** Request from a Service any information outside any permissions granted by the End User of your Application, if a Service requires permissions;
- **(k)** Redistribute, resell, or sublicense access to any Microsoft service or Content;
- **(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)** Circumvent or bypass transaction limits by any means or in any manner, including by creating multiple accounts;
- **(n)** Copy, store, archive, or create a database of Content, except that you may store geocodes locally for use solely with your Applications;
- **(o)** Use the Services or Content in connection with (i) real-time navigation or route guidance or (ii) automatic or autonomous vehicle control;
- **(p)** Use the Services for Asset tracking, unless you have paid for such use;
- **(q)** Use Content that consists of points of interest data to generate sales leads;
- **(r)** Integrate road maps from the Services with third-party roadmaps;
- **(s)** Display any Service results, except geocodes, on third-party maps;
- **(t)** Replace imagery from the Services with imagery supplied by any other mapping platform. Notwithstanding the foregoing, you may overlay aerial imagery that you have the rights to use, provided that such imagery does not substantially replace the base aerial imagery provided by the Services. You may incorporate various data layers of types not available through the Services, in the Applications (for example, demographic or school location data); or

- **(u)** 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.

Additional restrictions may apply to use of particular Content or functionalities, as set forth in the Documentation from time to time.

[^ back to top](#)

Section 6. Fees and payment.

The price and payment terms for your use of the Services are governed by your Standard Terms, hereby incorporated by reference. Taxes, if any, will be paid as provided in your Standard Terms.

[^ back to top](#)

Section 7. Bing Maps TOU.

You must provide a hypertext link to the Bing Maps TOU, which is located [here](#), either at the bottom of each page in your Application where the Services can be accessed or viewed or within the terms of use of your Application. You are responsible for notifying End Users of changes to the Bing Maps TOU, and you will comply with Microsoft's reasonable instructions in doing so. You will not encourage or require any End User to breach the terms of the Bing Maps TOU. In the event an End User breaches the Bing Maps TOU, Microsoft may immediately terminate this Agreement in accordance with Section 14.

[^ back to top](#)

Section 8. Data collection and privacy.

**Microsoft may collect information from you or End Users such as, but not limited to, an End User's IP address, requests, time of submissions and the results returned to the End User, in connection with transaction requests to the Services.** If the Services you are using include Bing Maps V8 Web Control, you understand and acknowledge that the Services are collecting non-identifiable data about your use of the Services. You consent to Microsoft transmitting such data to third parties. All access to and use of the Services is subject to the data practices set forth in the then-current [Microsoft Privacy Statement](#). You are responsible for providing End Users with adequate notice of the privacy practices applicable to your Application.

[^ back to top](#)

Section 9. Intellectual Property and Reservation of Rights.

- **(a) Reservation of Rights.** All rights to the Services and the Content, including rights of use, not specifically granted under these TOU are reserved by Microsoft and its suppliers.
- **(b) Ownership.** Except for material that we may license to you, we do not claim ownership of any data, information, or content that you upload or otherwise provide to us related to the Services. Except as set expressly stated in these TOU, these TOU do not grant Microsoft any right or license to any Application or Company intellectual property, including intellectual property that Company has licensed from third parties. Content that you upload to the Bing Spatial Data Services API will only be used by Microsoft to provide the Services to you, unless

you agree to grant Microsoft additional rights under this section by way of the process detailed in the Documentation.

[^ back to top](#)

Section 10. Disclaimer of Warranties.

**The Services and all Content are provided "as is" without warranty of any kind by Microsoft or its suppliers. To the maximum extent permitted by law, any and all representations, warranties, or conditions of any kind whatsoever (including, but not limited to, implied or statutory warranties of merchantability, fitness for a particular purpose, title, non-infringement, accuracy or satisfactory quality), all with regard to the Services and any Content, are expressly excluded by Microsoft and its suppliers. Microsoft and its suppliers make no warranty that the Services will operate properly as integrated with the Applications, that the Services will be uninterrupted, or that any Content will be accurate or complete. Microsoft and its suppliers specifically disclaim any liability for End Users' reliance on the Services. Without limiting the foregoing, Microsoft and its suppliers will not be liable for harm to End Users resulting from reliance on any map, Content, or direction provided hereunder.**

[^ back to top](#)

Section 11. Disclaimer of consequential damages.

**Neither party nor Microsoft's suppliers will be liable for any indirect damages (including, without limitation, consequential, special or incidental damages, damages for loss of profits or revenues, business interruption, or loss of business information), arising out of or related to the Services, Content, or these TOU, even if advised of the possibility of such damages or if the possibility was reasonably foreseeable.**

[^ back to top](#)

Section 12. Limitation of Liability.

If you are licensing the Services under a Limited License, the provisions of Section 12(a) apply. If you are licensing the Services in connection with Standard Terms, the limitation of liability in your Standard Terms applies. If there is no limitation of liability in your Standard Terms, then the provisions of Section 12(b) apply.

- **(a) Limited License.** This Section 12(a) applies if you have a Limited License. The amounts that you may recover from Microsoft and its suppliers under these TOU is limited to direct damages up to an amount equal to fees you have paid Microsoft for the Services for one month.
- **(b) Bing Maps License.** This Section 12(b) applies if you have a Bing Maps License. Neither party's nor Microsoft's suppliers' aggregate liability for all claims arising from or related to these TOU, the Services, or the Content will exceed the greater of (i) the amount of fees paid by Company to Microsoft in the 12 months preceding the date the claim arose, or (ii) \$250,000. These limitations will apply even if any remedy fails its essential purpose. None of the limitations and exclusions in this section apply to claims related to either party's violation of the other party's intellectual property rights, under Section 13(b) (Indemnity for Bing Maps License), or to any obligation to pay fees.

[^ back to top](#)

### Section 13. Indemnity.

If you are licensing the Services under a Limited License, the provisions of Section 13(a) apply. If you are licensing the Services in connection with Standard Terms, the indemnity in your Standard Terms applies. If there is no indemnity in your Standard Terms, then provisions of Section 13(b) apply.

- **(a) Limited License duty to defend.** You will indemnify and hold the Microsoft parties harmless from and against any and all loss, liability, and expense (including reasonable attorneys' fees) suffered or incurred by reason of any claims, proceedings, or suits based on or arising out of any breach by you of any obligation or warranty under these TOU. You will be solely responsible for defending any claim, subject to Microsoft's right to participate with counsel it selects, and you will not agree to any settlement that imposes any obligation or liability on the Microsoft parties without Microsoft's prior written consent.
- **(b) Indemnity for Bing Maps License.**
  - **(i) Microsoft.** Microsoft agrees at its expense to defend Company in a lawsuit or other judicial action, and pay the amount of any adverse final judgment (after any appeals) or settlement to which Microsoft consents, for any claim made by an unaffiliated third party that the Services infringe its copyright, trademark, or patent, or misappropriates a trade secret (individually and collectively, an "**Infringement Claim**").
  - **(ii) Company.** Company agrees at its expense to defend Microsoft in a lawsuit or other judicial action, and pay the amount of any adverse final judgment (after any appeals) or settlement to which Company consents, for any claim made by an unaffiliated third party to the extent based on the operation of any Application (together with any Infringement Claim, individually and collectively, a "**Claim**").
  - **(iii) Conditions.** With regard to any Claim, either party's obligations are subject to the following conditions: (A) the party seeking defense (the "**Defended party**") must promptly notify the other party (the "**Defending party**") in writing of the Claim; (B) the Defending party will have sole control over defense or settlement of the Claim; and (C) the Defended party must provide the Defending party with reasonable assistance in the defense of the Claim, for which the Defending party will reimburse Defended party's reasonable out of pocket expenses. Defended party will have the right to employ separate counsel and participate in the defense at Defended party's expense. Defending party may not settle the Claim without the Defended party's prior written consent, if such settlement would result in any admission, liability or limitation upon future actions of the Defended party.
  - **(iv) Exceptions.** Microsoft's obligations will not apply to the extent any Claim or adverse final judgment is based on: (A) any unauthorized use, disposition or promotion of the Services or a Microsoft trademark by Company; (B) a patent or copyright owned or controlled by Company or its Affiliate; (C) combining the Services with a non-Microsoft product, data, or business process, if the basis of the Claim would not have existed but for such combination; or (D) continued use of any part of the Services after notice from

Microsoft to stop use because of any alleged infringement. Company will reimburse Microsoft for all damages, costs, and expenses resulting from such actions.

- **(v) Mitigation.** In addition to the obligations in Section 13(b)(i), Microsoft may, in connection with a potential Infringement Claim, at its expense and option, take further action such as: (A) procuring for Company the rights or licenses necessary to address the Infringement Claim; (B) replacing or modifying the Services to make it non-infringing; or (C) terminating the Services and refunding any fees prepaid by Company for undelivered Services.
- **(vi) Exclusive remedy.** This Section 13 provides Company's exclusive remedy for third party Infringement Claims.

[^ back to top](#)

#### Section 14. Term and termination.

These TOU are effective upon your acceptance. Either party may terminate these TOU if the other party is in breach of any material term and fails to cure it within 30 days after written notice that describes the breach. In the event of termination by Microsoft due to Company's uncured material breach, all rights granted to you by these TOU will automatically terminate and you will cease to have any rights to use the Services and all unpaid amounts for Services delivered prior to termination automatically become due and payable. In addition, if you are licensing the Services under a Limited License, Microsoft may terminate these TOU at any time without notice.

[^ back to top](#)

#### Section 15. Services updates.

Microsoft will make commercially reasonable efforts to provide you with advance notice of material updates to the Services. When Microsoft reasonably believes an update will require significant changes to all Applications using the Services (such as major version releases - e.g. v1.0 to v2.0), Microsoft will continue to make the prior version (one version back) of the Services available for at least 12 months after the release of a new version. You may be unable to access the Services if you do not upgrade your Applications to the latest version during that time.

[^ back to top](#)

#### Section 16. Changes, cancellation or suspension of the Services.

We may change, cancel, or suspend your use of the Services at any time. Some changes to the Services may cause your Applications to stop working. Our cancellation or suspension may be without cause and/or without notice. Upon cancellation, your right to use the Services stops immediately, and you will not be able to access any data you have stored on the Services.

[^ back to top](#)

#### Section 17. Changes to the TOU.

We may update these TOU from time to time, and the effect of those changes will be governed by your Standard Terms, if any. We will notify you of any changes as provided by Section 18. If you do not agree

to the changes, then you must stop using the Services. If you do not stop using the Services, then your use of the Services will continue under the changed TOU. In the future, we may choose to charge for all uses of the Services, or change the requirements for uses free of charge. If we choose to change the fee requirements for the Services, Microsoft will provide notice of such terms as provided in Section 18, and you may elect to stop using the Services rather than incurring fees.

[^ back to top](#)

#### Section 18. Notices.

You are responsible for keeping the contact information for your account up to date, which you may do at [www.bingmapsportal.com](http://www.bingmapsportal.com). We may send you additional information, including legal notices and notices required by law, in electronic form. We may provide required information to you: (a) at the email address you specified when you signed up for the Services or any email address you specified via [www.bingmapsportal.com](http://www.bingmapsportal.com); or (b) by posting on any portion of these TOU or to another Microsoft web site that will be designated in advance for this purpose. Notices provided to you via email will be deemed given and received on the transmission date of the email. If you do not consent to receive notices electronically, you must stop using the Services. Any notice from you will be sent electronically to: [maplic@microsoft.com](mailto:maplic@microsoft.com).

[^ back to top](#)

#### Section 19. Compliance with laws.

You must comply with all laws and regulations applicable to you and your End User's use of the Services, including laws related to privacy, data protection, and U.S. export laws.

[^ back to top](#)

#### Section 20. Miscellaneous.

- **(a) Assignment.** You may not assign or delegate any rights or obligations under these TOU, including in connection with a change of control, without Microsoft's prior written consent. Any purported assignment and delegation will be ineffective. We may freely assign or delegate all rights and obligations under these TOU, fully or partially, without notice to you.
- **(b) Force Majeure.** Microsoft and Company will not be in default if performance is delayed or prevented for reasons beyond its control, so long as it resumes performance as soon as practical.
- **(c) Survival.** Sections 9-14 and 20 will survive the termination of this TOU and your Standard Terms, if any.
- **(d) Choice of Law and Location for Resolving Disputes.** If you are headquartered anywhere other than Europe: (i) Washington State law governs the interpretation of these TOU and applies to claims for breach, regardless of conflict of laws principles; and (ii) you and we irrevocably consent to the exclusive jurisdiction and venue of the state or federal courts in King County, Washington, USA, for all disputes arising out of or relating to this TOU. If you are headquartered in Europe: (i) the laws of England and Wales govern the interpretation of this TOU and apply to claims for breach, regardless of conflict of laws principles; and (ii) you and we

irrevocably consent to the exclusive jurisdiction and venue of the courts located in London, England, for all disputes arising out of or relating to these TOU. The parties waive all defenses of lack of personal jurisdiction and forum non conveniens. Process may be served on either party in the manner authorized by applicable law or court rule. In any dispute relating to the Bing Maps Agreement or these TOU, the prevailing party will be entitled to recover reasonable attorneys' fees and costs.

- **(e) Enforceability and Interpreting the TOU.** All parts of these TOU apply to the maximum extent permitted by law. If any provision of your Standard Terms renders these TOU unenforceable, the parties (or, if the parties cannot agree, a court) will revise it so that it can be enforced. Even if no revision is possible, the rest of your Standard Terms and these TOU will remain in place. These TOU, together with your Standard Terms, constitute the entire agreement between you and us regarding your use of the Services. In the event of any conflict between these TOU and your Standard Terms, the Standard Terms will prevail.
- **(f) No Third Party Beneficiaries.** These TOU are solely for your and our benefit. It is not for the benefit of any other person, except for permitted successors and assigns.
- **(g) No joint venture.** The parties are operating as independent contractors, and nothing in these TOU will be construed as creating a partnership, franchise, joint venture, employer-employee, or agency relationship.
- **(h) Waiver.** Any delay or failure of either party to exercise a right or remedy will not result in a waiver of that, or any other, right or remedy. No waiver will be effective unless made in writing and signed by an authorized representative of the waiving party.
- **(i) Logos; marketing.** Except as otherwise agreed to by the parties in writing, neither party will use any logo or trademark of the other party for marketing or any other purpose without the other party's prior written approval.
- **(j) Print rights.** If print rights are available for the Services, such rights will be included [here](#).

[^ back to top](#)

## Product-Specific Terms

### Section 1. Specific usage terms definitions.

- **(a) "Billable Transaction"** means a call to the Service for which you pay a fee, as further described [here](#).
- **(b) "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.
- **(c) "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.

- **(d) "Bing Maps Multi-Itinerary Optimization API"** means the API that calculates optimized itineraries for multiple agents and multiple waypoints with time windows based on travel time or distance.
- **(e) "Bing Maps REST Services API"** means the Services that enable the use of REST URLs to perform tasks such as creating a map with pushpins, geocoding an address, retrieving imagery metadata or calculating a route, all as part of Applications, as described in greater detail in the Documentation.
- **(r) "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.
- **(g) "Bing Maps Truck Routing API"** means the API that gets a truck driving route by specifying a series of geographical locations 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.
- **(h) "Bing Maps Web Control API"** means the Bing Maps Java Script API that enables developers to create web sites and mobile Applications with imagery and location functionality, as described in greater detail in the Documentation. The Bing Maps Web Control was previously known as the Bing Maps AJAX Control API.
- **(i) "Bing Maps Windows Presentation Foundation Control API"** means the programmable control that enables developers to integrate Bing Maps into Applications that use Windows Presentation Foundation, as described in greater detail in the Documentation.
- **(j) "Premium Services"** means the Bing Maps Distance Matrix API, Bing Maps Isochrone API, Bing Maps Snap to Road API, Bing Maps Truck Routing API, and Bing Maps Multi-Itinerary Optimization API.
- **(k) "Session"** means a period of time that begins when an End User loads a Bing Maps control in the End Users' browser or application and ends when the End User navigates to a different web page or closes the application.
- **(l) "Transaction"** means a call to the Service measured on a per-account basis.
- **(m) "Windows App"** means using the Services in an Application (i) built upon the Universal Windows Platform which runs exclusively across Windows platforms or (ii) which runs exclusively on the Windows 8.x and earlier operating systems.

[^ back to top](#)

## Section 2. Volume Licensing.

- **(a) Definitions.** The following definitions apply with respect to your use of the Services pursuant to a Microsoft Volume Licensing Agreement.

- **(i) "Drive Analytics"** means the information about a vehicle's movement derived from an Application's use of the Bing Maps Snap to Road API, which may include latitude/longitude coordinates, road names and posted speed limits (car or truck).
- **(ii) "Europe"** means, for purposes of Volume Licensing, 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.
- **(iii) "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.
- **(iv) "Geofencing Alert"** means the notification generated when an Asset enters, intersects, or exits a Geofence.
- **(v) "Known User"** means a user that is provisioned or authenticated by your Application (but not necessarily your web site or network), for example through the use of usernames, passwords, digital certificates, unique IDs, smart cards, or other identification technology.
- **(vi) "Known User Subscription License"** means the license granted to a Known User pursuant to Standard Terms.
- **(vii) "Mobile Asset Management With Routing SKUs"** means, collectively, Bing Maps Mobile Asset Management North America with Routing Per Asset; Bing Maps Mobile Asset Management Europe with Routing Per Asset; Bing Maps Asset Management for Windows North America with Routing Per Asset; Mobile Asset Management North America with Routing per Asset; Mobile Asset Management Europe with Routing per Asset; Bing Maps Asset Management for Windows Europe with Routing per Asset; and Mobile Asset Management Rest of World with Routing per Asset.
- **(viii) "Mobile Asset Management Without Routing SKUs"** means, collectively, Bing Maps Mobile Asset Management North America without Routing Per Asset, Bing Maps Mobile Asset Management Europe without Routing Per Asset and Bing Maps Mobile Asset Management Rest of World without Routing Per Asset.
- **(ix) "North America"** means, for purposes of Volume Licensing, the United States and Canada.
- **(x) "Rest of the World"** means, for purposes of Volume Licensing, everywhere except North America and Europe (as defined above).
- **(b) Asset tracking.** You may not, and you may not permit End Users to, use the Services to track Assets that are consumer devices, unless you have purchased one or more of the following

SKUs: Bing Maps Mobile Asset Management, Consumer Tracked Per Asset, or Bing Maps Transaction.

- **(c) Volume Licensing Agreement Terms.** For clarity, the following terms will be governed by your Volume Licensing Agreement: Confidentiality; Duty to Defend; Limitation of Liabilities and Disclaimers; Taxes; Choice of Law and Location for Resolving Disputes; Force Majeure; and Assignment.
- **(d) Application usage terms.** The following terms apply to your use of the offerings listed below that you purchase through Volume Licensing.
  - **(i) Bing Maps Transaction Subscription License.** This license includes billable and non-billable transaction requests to the Bing Maps Platform APIs, up to the number of Billable Transactions that have been purchased.
  - **(ii) Bing Maps Known User Subscription License.** If you have purchased this license, you may use the Services (excluding Premium Services) only in Applications that are used internally within your organization up to the number of Bing Maps Known User Subscription Licenses purchased. Usage is limited to: (A) 100,000 total forward or reverse geocoding transactions, Sessions, or routing requests within any 24-hour period; and (B) 10 million total forward or reverse geocoding transactions, Sessions, or routing requests per year under the Bing Maps Known User SL. If you license more than 5,000 Bing Maps Known User Subscription Licenses, the limits set forth in these TOU will be increased at a rate of 20 requests per Known User within any 24-hour period and 2,000 requests per Known User per year, for each Known User above 5,000. Such increased limits will continue for the duration that you license more than 5,000 Known User SLs.
  - **(iii) Bing Maps Light Known User Subscription License.** If you have purchased this license, you may use the Services (excluding Premium Services) only in Applications that are used internally within your organization. Usage is limited to: (A) 25,000 total forward or reverse geocoding transactions, Sessions, or routing requests within any 24 hour period and (B) 5 million total forward or reverse geocoding transactions, Sessions, or routing requests per year. If you license more than 5,000 Light Known User SLs, these limits will be increased at the rate of 10 requests per Light Known User within any 24-hour period and 1,000 requests per Light Known User per year, for each Light Known User Subscription License above 5,000. Such increased limits will continue for the duration that you license more than 5,000 Known User Subscription Licenses.
    - (1) Subject to Section 5(p), you may overlay administrative boundaries or other map content, provided that the Application's user interface prevents end users from:
      - (A) loading additional map content layers of any kind;
      - (B) editing or creating map content. For avoidance of doubt, simple annotations such as a line, arrow, polygon, or circle to highlight an area is allowed and not considered map content under this restriction; and

- (C) executing any spatial query other than proximity (find the nearest), point-in-polygon, distance between two points, or find and route within the Services. For avoidance of doubt, your Application may not perform geofences, buffers, or query a spatially-enabled database.
- **(iv) Bing Maps Mobile Asset Management Platform Add-on Subscription License (plus the Mobile Asset Management With Routing SKUs or Mobile Asset Management Without Routing SKUs).** Under this License, you may only use the Services in an Application that is used by your employees for mobile asset management to track, view, and manage Assets based on their GPS or other sensor based location. Your Application may be accessed via a web browser or an installed client, provided that you strictly control functionality in the user interface and authentication of users. This license includes the right to use Premium Services, unless specifically stated otherwise.
  - **(1) The Bing Maps Mobile Asset Management Platform Add-on SL and the Mobile Asset Management With Routing SKUs or Mobile Asset Management Without Routing SKUs.** This does not include the right to use Premium Services. To use Premium Services, you must purchase an additional license.
  - **(2) Mobile Asset Management With Routing SKUs.** You may use the Services (excluding Premium Services) for business asset tracking, fleet management, or dispatch, including to monitor or track the location or movement of Asset(s) and provide guidance based on the position or routing of multiple objects tracked using GPS or other sensor-generated methods.
  - **(3) Mobile Asset Management Without Routing SKUs.** You may use the Services (excluding Premium Services) for business asset tracking, fleet management, or dispatch, including to monitor or track the location or movement of Asset(s), provided, however, that you may not use the Services for routing.
  - **(4) Mobile Asset Management Distance Matrix Automatic SKU.** You may use the Bing Maps Distance Matrix API for business asset tracking, fleet management, or dispatch, including to monitor or track the location or movement of Asset(s) and provide guidance based on the position or routing of multiple objects tracked using GPS or other sensor-generated methods. Your Application should optimize the dispatch of a particular Asset to a location based on the location of other Assets.
  - **(5) Mobile Asset Management Distance Matrix Manual SKU.** You may use the Bing Maps Distance Matrix API for business asset tracking, fleet management, or dispatch, including to monitor or track the location or movement of Asset(s) and provide guidance based on the position or routing of multiple objects tracked using GPS or other sensor-generated methods. The Application should optimize the dispatch of a particular Asset to a location based on the location of other Assets. You must manually determine the optimal dispatch of a particular Asset to a location based on the location of other Assets.

- (6) **Mobile Asset Management Truck Routing SKU.** You may use the Bing Maps Truck Routing API for business asset tracking, fleet management, or dispatch, including to monitor or track the location or movement of Asset(s) and provide guidance based on the position or routing of multiple objects tracked using GPS or other sensor-generated methods.
  - (7) **Mobile Asset Management Drive Analytics SKU.** You may use Drive Analytics for business asset tracking, fleet management, or dispatch, including to monitor or track the location or movement of Asset(s) and provide guidance based on the position or routing of multiple objects tracked using GPS or other sensor-generated methods.
  - (8) **Transaction limits.** You are limited to 100,000 total requests or 100 requests per Asset, whichever is greater, of forward geocoding transactions, sessions, or routing requests (provided routing requests may only be used if you have purchased a SKU that includes routing per Asset), all measured as an average over any 24-hour period. You also may not exceed more than 150 reverse geocode requests per Asset over any 24-hour period.
  - (9) Notwithstanding Section 5(m), you may use the Services to cache a Geofence and/or Geofencing Alerts on a device only with your Application, provided that neither the Geofence and/or Geofencing Alerts interacts with the vehicle's dashboard, systems or sensors.
- **(v) Bing Maps Mobile Asset Management Platform Add-on SL and Bing Maps Mobile Asset Management Consumer Tracked Per Asset.**
    - (1) You may only use the Services (excluding Premium Services) in an Application that is used to track, view, and manage Assets that are consumer devices based on their GPS or other sensor based location. Your Application may be accessed via a web browser or an installed client, provided that you strictly control functionality in the user interface and authentication of users.
    - (2) You may not exceed 50,000 total requests or 20 requests per Asset, whichever is greater, of forward geocoding, sessions, or routing requests, all measured as an average over any 24-hour period. You also may not exceed more than 50 reverse geocoding requests per Asset over any 24-hour period using the Bing Spatial Data Services API or otherwise.

[^ back to top](#)

### Section 3. Limited License uses.

- **(a) Transaction limits.** If you are licensing the Services for Education, Non-Profit, or Windows App development use, you may not, nor may you permit End Users to, exceed 50,000 cumulative Billable Transactions (which will be free of charge) as defined in the Documentation, within any 24-hour period.

- **(b) Education or non-profit organization use.** If you are using the Services with an Application that displays results for Education or Non-Profit use, then your Application must be one of the following: (i) publicly available without restriction (for example, login or password must not be required); (ii) available only to current students of your educational organization via your private network in order to provide education-related services; or (iii) available internally for free instructional use or available internally for non-commercial research use. Commercially-funded research projects and commercial company use for educational purposes are excluded from Education and Non-Profit use. **"Non-profit"** means a tax exempt organization. **"Education"** means use by public or private K-12 schools, universities, community colleges, or other collegiate level institutions, such as vocational schools, trade schools or career colleges, including their respective faculty, staff, and students.
- **(c) Limited website and mobile app use.** If you are using the Services in an Application for commercial, non-commercial (except for Education or Non-profit use) or government use under these TOU, without entering into Standard Terms, then your Application must be available on a website or a mobile app running in a non-Microsoft Windows operating system, and must not exceed (i) 125,000 cumulative Billable Transactions (which will be free of charge) as defined in the Documentation, per calendar year or (ii) 5 queries per second, calculated as the sum of client-side and server-side queries. If your use will exceed these limits, please contact us to license additional transactions. You are responsible for obtaining End Users' express permission (opt-in) to use End Users' personally identifying information, including End Users' location information, and providing a mechanism through which End Users can opt-out of the use of their personally identifiable and location information. Your use of the Content in the Services is subject to the [Mobile Brand Guidelines](#).
- **(d) Windows App development.** If you are using the Services in an Application that (i) is built upon the Universal Windows Platform, which runs exclusively across Windows platforms or (ii) runs exclusively on the Windows 8.x or earlier operating systems, then you must make your Application available either to the general public (for free or a fee) or internally for free instructional, non-commercial use. You may not use the Services for or in connection with Windows Apps applications used by authenticated enterprise users (employees or agents of the enterprise) over a private network under this section (see Section 3(c) for terms on such use).
  - (1) The Maps Platform APIs for the Universal Windows Platform are not available for Windows Apps running on Windows 8.x and earlier operating systems. You may download Content as specifically enabled in the Services for the Universal Windows Platform for use only in your Application.
  - (2) You are responsible for obtaining End Users' express permission (opt-in) for your use of End Users' personally identifying information, including End Users' location information, and providing a mechanism through which users can opt-out of the use of their personally-identifiable and location information.
  - (3) If you have Standard Terms, you may use the Services for Windows App development free of charge pursuant to this Section 3(d)(3) by following the instructions at the [Bing Maps Portal](#).

- **(e) Media, entertainment and broadcast use.** To use Bing Maps for Media, Entertainment and Broadcast Use, please refer to the [Bing Maps Media, Entertainment and Broadcast Use Terms of Use](#).