

WINDOWS PHONE MAPPING PLATFORM API's TERMS OF USE FOR WINDOWS PHONE APPS

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THANK YOU FOR CHOOSING MICROSOFT!

1. **Coverage of Terms.** These Terms of Use are a contract between you and Microsoft Corporation (“**Microsoft**”). These Terms of Use apply to the use of the non-Bing mapping APIs and services and features provided in connection with such APIs included in the Microsoft Windows Phone SDK 8.0 (collectively, the “**Mapping APIs**”). **Note that certain Bing mapping APIs are also available for use in connection with applications for Windows Phone and are not covered by these Terms of Use. Please review the applicable Bing API terms of use for use of those APIs.**

By using Mapping APIs, you accept these Terms of Use which supplement that Microsoft Software License Terms for the Microsoft Windows Phone SDK 8.0 and Microsoft Windows Phone Marketplace Application Provider Agreement. Some of the features and services accessible in connection with the Mapping APIs are provided by Microsoft suppliers and partners, including, Navteq Europe B.V (collectively, “**Suppliers**”). You acknowledge and agree that Nokia Corporation, Navteq Europe B.V. and their subsidiaries are third party beneficiaries of these Terms of Use and will have individual rights to enforce these Terms of Use against you.

2. **Use Rights.** The Mapping APIs are provided solely for your use with applications developed using the Microsoft Windows Phone SDK 8.0 and must be used in compliance with these Terms of Use. You may be provided with a token and/or developer key(s) or similar credentials that will enable you to create an application that uses the APIs. You are required to use a unique token and/or developer key or similar credentials for each application. Microsoft reserves the right, in its sole discretion, to determine whether your use of the APIs is in accordance with these Terms of Use.
3. **Use Restrictions.** There are some restrictions on your use of the Mapping APIs. You may not:
 - present or alert an end user to individual maneuvers of a route in any way that is synchronized with the end-user’s sensor-based position along the route (e.g. “real-time” or “turn-by-turn” navigation);
 - use the Mapping APIs for business asset tracking, fleet management, or dispatch;
 - use the Mapping APIs in connection with any internal business application which (a) is directly related to the operation of your core business or the core business of your customers, and (b) the sole users of such application are your employees, contactors or customers;
 - integrate the Mapping APIs or any of its content with any other mapping platform;
 - exceed 25000 routing and geo-coding requests within 24 hours by one application;

- use any unauthorized means to modify or reroute, or attempt to modify or reroute, the Mapping APIs or to create a “wrapper” or similar abstraction layer for the features and services provided in connection with the Mapping APIs by means of your application or an API or service that you provide to third parties;
- copy, store, archive, or create a database of the content, except that geocodes may be stored locally only for use with your application;
- alter the order or number or search, (reverse-) geo-coding results or delete, obscure or otherwise change any content delivered by or through the Mapping APIs;
- damage, disable, overburden, or impair the Mapping APIs (or the network(s) connected to the service) or interfere with anyone’s use and enjoyment of the Mapping APIs;
- use the Mapping APIs for mass downloads or bulk feeds, including but not limited to numerical latitude or longitude coordinates, search results and map data and imagery;
- attempt to make a local non-cache copy, or help a third party attempt to make a local non-cache copy, of any content provided through the Mapping APIs;
- sell, lease or sublicense access to the Mapping APIs;
- design or market your application, or any part thereof, for use in or with systems, devices or products that are critical to health and/or security of other people and property; and
- use the Mapping APIs in a way that harms Microsoft, our affiliates or Suppliers.

4. **In-Vehicle Integration Restrictions.** The Mapping APIs cannot be used for an application that is integrated in a vehicle system (including the device through which the application is accessed). An application is deemed to be integrated in a vehicle system if it is not designed to be readily moveable from the vehicle, has no power source of its own nor its own display screen or is capable of any of the following: (a) receiving input from any non-application sensors in the vehicle other than the vehicle headlight sensor for the purpose of controlling display dimming, (b) being connected to an external display screen installed or present in the vehicle, or (c) of being manipulated (i.e. turned on or off, volume controlled, etc.) by controls that are part of any other device integrated in the vehicle, whether factory or after-market installed. An application shall not be deemed to be integrated in a vehicle system solely because such application (including the device through which the application is accessed) (i) may be manipulated through the use of the volume controls of another device installed or present in a vehicle solely in connection with the delivery of audio from the Application to an End-User through a vehicle's audio system, (ii) uses a vehicle’s speakers and/or microphone to allow the end-user to utilize the application’s voice recognition capabilities, and/or (iii) is capable of being connected to a power source in a vehicle provided that the application also has its own power source that would allow the application to operate outside of the vehicle.
5. **Search and Advertising.** Microsoft and its Suppliers reserve the right to include search functionality or advertising in the content served through the Mapping APIs. You will not intentionally omit or obscure such advertising or search features including advertising when displaying such content to end users or otherwise serve or display other advertising on or

through content (such as map surface area, imagery, or routing, POI or routing) delivered through the Mapping APIs. Additionally, you will not change, obscure or remove any search box or any portion of the results, including, without limitation, any logo, trademark, copyright or other notice of Microsoft or its Suppliers, or any digital watermarks.

6. **Prohibited Combinations.** You will not combine or commingle any content and create mash-ups or enhanced services if this will result in the degradation of the perceived quality of the features and services provided in connection with the Mapping APIs. You may combine third party content with content delivered by the Mapping provided that you attribute the content to the appropriate source and do not suggest such content is provided by Microsoft or its Suppliers.
7. **Licenses.** Except for material that we may license to you, we do not claim ownership of the content you submit, post or otherwise provide to us through the service (called a “submission”). However, by submitting, posting or otherwise providing your submission, you are granting to Microsoft and its Suppliers a perpetual, irrevocable, worldwide, royalty-free and non-exclusive license to use, copy, reproduce, adapt, distribute, publicly display, publicly perform, publish, translate, transcode and otherwise modify your submission to operate the Mapping APIs, to promote the Mapping APIs (including through public presentations), and to display, distribute, index and serve such submissions for example as search results or other content through other products and services. Microsoft and its Suppliers may sublicense these rights to others in order to provide the Mapping APIs and their other respective services and products.
8. **Reservation of Rights.** Microsoft and its Suppliers retain all right, title and interest in and to the Mapping APIs, the SDK and all intellectual property rights therein. These Terms of Use do not grant you any rights in any Microsoft or Supplier logo, trademark or service mark, and you will not use any logo, trademark or service mark of Microsoft or its Suppliers for any purpose without the prior written approval of Microsoft or its Suppliers, as applicable. You will not claim or imply any sponsorship or endorsement of your application by Microsoft or its Suppliers.
9. **How We May Change the Contract.** If we change these Terms of Use, then we will provide notice as provided in Section 15 below. If you do not agree to these changes, then you must stop using the Mapping APIs. If you do not stop using the service, then your use of the service will continue under the changed contract. We may choose in the future to charge for all use of the Mapping APIs, or change the requirements for use of the Mapping APIs free of charge. If we choose to change the fee requirements for the Mapping APIs, Microsoft will provide notice of such terms as provided in Section 15, and you may elect to stop using the Mapping APIs rather than incurring fees.
10. **Your Responsibility.** You will indemnify and hold Microsoft and its Suppliers 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 Terms of Use. You will be solely responsible for defending any claim, subject to Microsoft's or its Suppliers' right to participate with selected, and you will not agree to any settlement that imposes any obligation or liability on Microsoft or its Suppliers without Microsoft's or its Suppliers' prior written consent.

11. **Term.** This agreement will become effective on your first use of Mapping APIs. This agreement may be terminated immediately for any reason and without notice by Microsoft. If this agreement terminates, all rights granted to you by this agreement will automatically terminate and you will cease to have any rights to use the Mapping APIs.
12. **WE MAKE NO WARRANTY.** Microsoft and its Suppliers provide the service “as-is,” “with all faults” and “as available.” We do not guarantee the accuracy or timeliness of information available from the service. Microsoft, its partners and suppliers give no express warranties, guarantees or conditions. You may have additional consumer rights under your local laws that this contract cannot change. We exclude any implied warranties including those of merchantability, fitness for a particular purpose, workmanlike effort and non-infringement.
13. **LIABILITY LIMITATION.** You can recover from Microsoft, its affiliates and Suppliers only direct damages up to an amount equal to fees you have paid to us for the Mapping APIs for one month. You cannot recover any other damages, including consequential, lost profits, special, indirect, incidental or punitive damages.

This limitation applies to anything related to:

- the Mapping APIs,
- content (including code) on third party Internet sites, third party programs or third party conduct,
- viruses or other disabling features that affect your access to or use of the service,
- incompatibility between the service and other services, software and hardware,
- delays or failures you may have in initiating, conducting or completing any transmissions or transactions in connection with the service in an accurate or timely manner, and
- claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, or other tort.

It also applies even if:

- this remedy does not fully compensate you for any losses, or fails of its essential purpose; or

- Microsoft knew or should have known about the possibility of the damages.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. They also may not apply to you because your province or country may not allow the exclusion or limitation of incidental, consequential or other damages.

- 14. Assignment.** We may assign these Terms or Use, in whole or in part, at any time with or without notice to you. You may not assign your rights and obligations under these Terms of Use, or any part of it, to any other person without our prior written consent, which will not be unreasonably withheld. Any attempt by you to do so is void. You may not transfer to anyone else, either temporarily or permanently, any rights to use the Mapping APIs or any part of the Mapping APIs.
- 15. Notices; Consent Regarding Electronic Information.** These Terms of Use are in electronic form. We will send you certain information in connection with the Mapping APIs and have the right to send you certain additional information. There may be other information regarding the Mapping APIs that the law requires us to send you. We may send you this information in electronic form. Notices provided to you via e-mail will be deemed given and received on the transmission date of the e-mail. As long as you can access and use the service, you have the necessary software and hardware to receive these notices. If you do not consent to receive any notices electronically or withdraw your consent to receiving electronic notice, you must stop using the Mapping APIs.
- 16. Changes to the Mapping APIs; Cancellation of the Service; Audit.** Microsoft and its Suppliers may change the Mapping APIs at any time and for any reason. Such changes may include removal of features, or the requirement of fees for previously-free features. Some changes to the Mapping APIs may cause existing Windows Phone applications to stop working. We may cancel or suspend your use of the Mapping APIs at any time. Our cancellation or suspension may be without cause and/or without notice. Upon cancellation, your right to use the Mapping APIs stops immediately. Once the Mapping APIs are cancelled or suspended, any data you have stored through the Mapping APIs may not be retrieved later. Microsoft reserves the right to verify your compliance with these Terms of Use.
- 17. Claim Must Be Filed Within One Year.** Any claim related to these Terms of Use or the Mapping APIs may not be brought unless brought within one year. The one-year period begins on the date when the claim first could be filed. If it is not filed, then that claim is permanently barred. This applies to you and your successors. It also applies to us and our successors and assigns.
- 18. Choice of Law and Location for Resolving Disputes.** Washington state law governs the interpretation of these Terms of Use and applies to claims for breach of it, regardless of conflict of laws principles. All other claims, including claims regarding consumer protection laws, unfair competition laws, and in tort, will be subject to the laws of your state of

residence in the United States, or if you live outside the United States, the laws of the country to which we direct your service. 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 contract.

Additional Information for Use outside the scope of these Terms of Use:

If You want to use the mapping APIs for enterprise applications outside of the scope of the rights provided under these Terms of Use, such as fleet management or if your applications require higher geo-coding or routing request limits, please contact Nokia for a separate license agreement at locationapi@nokia.com.