

All use of the Microsoft Bing Service is subject to the following Microsoft Bing Terms of Use.

The following terms govern your use of the BING Service (the "Service"). By accessing or using the Service, you are agreeing to the terms of the [Microsoft Bing Maps and MapPoint Web Service Terms of Use](#) (the "EULA") and the additional terms set forth below (collectively, the "Agreement"). Terms of Use for the Embedded Map Service also apply if you use the Service in your web sites or applications. **DO NOT USE THE SERVICE UNTIL YOU HAVE READ AND AGREED TO THIS AGREEMENT. IF YOU ARE NOT WILLING TO BE BOUND BY THE AGREEMENT, do not access or use the Service.** Any conflict between the terms of the EULA and this license shall be resolved in favor of this license as it relates to Your use of the Service.

1. **Maintenance.** You may use the Service only with Licensed Products (as defined in the EULA) that are covered by a current maintenance agreement with PBSI.
2. **Limitations on Use of Virtual Earth.** You may not integrate Virtual Earth or any content of Virtual Earth with any Google or MapQuest mapping platform as the primary road mapping source. However, You may incorporate various data layers of types not available through the Services (for example, demographic or school location data).
3. **Limitations on sensor-based routing.** You shall not use the Service (a) to provide guidance based on the position or routing of multiple objects tracked using GPS or other sensor-generated methods (for example but without limitation GPS); or (b) to 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, (for example but without limitation, "real-time" route guidance that tracks end-user's position using GPS and communicates a maneuver as the end-user approaches the location for such maneuver).
4. **Limited Use of Birds Eye Imagery.** You may save, download, print, redistribute and transmit the bird's eye imagery in limited quantities. You may not reveal metadata from the bird's eye imagery, including the exact latitude, longitude, or altitude, to any third party. If you are any government entity, or agency or branch thereof (municipal, state, federal or other form of government and their equivalents in any jurisdiction) You may not use Bird's eye imagery of the United States unless you enter into an explicit agreement for such use, signed by a duly authorized representative.
5. **Limitations on Use of Road Traffic Data.** Road traffic data in the Services (the "Road Traffic Data") may only be used to calculate and/or derive Traffic Transactions (defined in this Section below) in order to deliver and display such Traffic Transactions on Internet-based web pages (or WAP or substantially similar wireless protocol-based pages, excluding messaging protocols such as email, SMS, MMS or other plain text or rich text messaging), subject to the following restrictions:
 - Road Traffic Data may only be used in combination with the Services and not separately. You may not deconstruct or mix and match the Road Traffic Data with traffic data from another supplier or associate or add any traffic data to or in combination with the Road Traffic Data.
 - You may only make available the Road Traffic Data for free, and only for the personal use of end users.
 - **ROAD TRAFFIC DATA MAY NOT BE LICENSED TO OR USED BY: (I) RADIO/TELEVISION STATIONS; (II) NEWSPAPER SERVICES; (III)**

ANY WEBSITES OWNED BY (I) AND (II); OR, (IV) ANY GOVERNMENT-SPONSORED TRAVELER INFORMATION SERVICES, INCLUDING, WITHOUT LIMITATION 511 SERVICES, CONSUMER WEBSITES, OR VARIABLE MESSAGE SIGNS ON ROADS.

- Road Traffic Data may not be licensed or used: (i) for television or radio broadcast; (ii) as part of or in conjunction with weather related services; (iii) for animation; (iv) for storing or the provision of continuously updated traffic data or alerts to end users, or (v) to develop a standalone (traffic only) traffic application.
- Road Traffic Data may not be used on an Accurate Positioning Device. "Accurate Positioning Device" means a device or system with the capability to determine its physical location within a positioning accuracy of 200 meters or less. If a device which is not an Accurate Positioning Device based on the foregoing definition has the capability to transmit the Data to an Accurate Positioning Device, then such device will be considered an Accurate Positioning Device.

"Traffic Transaction" means the provision of any one of the following: (i) presentation of the Road Traffic Data on or related to a map which is presented through icon(s), text or voice; (ii) presentation of the Road Traffic Data in connection with driving directions, direct or indirect use of the Road Traffic Data to determine travel time for all or any portion of a route, and presentation of available traffic information along a route, all through icon(s), text or voice; (iii) direct or indirect use of the Road Traffic Data to calculate or create routes or alternate routes; and (iv) audio or textual presentation of the Road Traffic Data in a manner that does not involve use of a map or map information and which does not include (i) – (iii) above