

DATA LICENSE AGREEMENT

WHEREAS:

- A. Vancouver Bike Share Inc., dba Mobi by Rogers, (“**VBS**”) is the authorized operator of a bicycle sharing program (“**Bike Share Program**”) in the City of Vancouver;
- B. As part of its commitment to support bicycling as an alternative transportation option, VBS makes certain system data (“**Data**”) available to the public, subject to the terms and conditions of this Data License Agreement (“**Agreement**”); and
- C. BY ACCESSING AND/OR USING ANY OF THE DATA, YOU AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT,

NOW THEREFORE, for and in consideration of the mutual promises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, you and VBS agree as follows:

1. License

- 1.1 VBS hereby grants you a non-exclusive, royalty-free, limited license to access, reproduce, analyze, copy and use the Data, provided that any such use is in full compliance with all applicable laws, including privacy laws and laws concerning the collection, use or disclosure of personal information (“**License**”).

2. Prohibited Conduct

- 2.1 The License does not authorize you to do, and you will not do or assist others in doing, any of the following:
 - (a) use the Data in any unlawful manner or for any unlawful purpose;
 - (b) host, stream, publish, distribute, sublicense, or sell the Data or any part thereof; provided, however, that you may include the Data as source material, as applicable, in analyses, reports, or studies published or distributed for non-commercial purposes only;
 - (c) access the Data by means other than the interface VBS provides or authorizes for that purpose;
 - (d) circumvent any access restrictions relating to the Data;
 - (e) use data mining or other extraction methods in connection with VBS’s website, apps, the Data or any part thereof;
 - (f) attempt to correlate any of the Data with names, addresses, or other information (including personal information) of employees, customers, members or subscribers of VBS;

state or imply that you are affiliated, approved, endorsed, or sponsored by VBS or the City of Vancouver in any way; and

use or authorize others to use, without the written permission of the applicable owners, the trademarks or trade names of Vancouver Bike Share Inc, Mobi by Rogers, the City of Vancouver or any of the Bike Share Program sponsors.

3. No Warranty

- 3.1 THE DATA IS PROVIDED “AS IS,” “WHERE IS,” “WITH ALL FAULTS” AND AS AVAILABLE (AT VBS’S SOLE DISCRETION) AND AT YOUR SOLE RISK. TO THE MAXIMUM EXTENT PROVIDED BY LAW, VBS DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, WITH RESPECT TO THE ACCURACY, COMPLETENESS, OR MATERIALITY OF THE DATA NOW, HERETOFORE, OR HEREAFTER MADE AVAILABLE TO YOU HEREUNDER INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT AS WELL AS TO THE RIGHT AND AUTHORITY OF VBS TO DELIVER THE DATA TO YOU. VBS FURTHER DISCLAIMS ANY WARRANTY THAT THE DATA WILL MEET YOUR NEEDS OR WILL BE OR CONTINUE TO BE AVAILABLE, COMPLETE, ACCURATE, TIMELY, SECURE, OR ERROR FREE.

4. Limitation of Liability and Covenant Not to Sue

- 4.1 VBS, its parent, sponsors and affiliates, and the City of Vancouver, and each of their respective directors, officers, employees, representatives and agents will not be liable to you or anyone else for any loss or damage, including any direct, indirect, incidental, and consequential damages, whether foreseeable or not, based on any theory of liability, resulting in whole or in part from your access to or use of any or all of the Data. You will not bring any claim for damages against any of those persons or entities in any court or otherwise arising out of or relating to this Agreement, the Data, or your access or use of the Data. In any event that, notwithstanding the foregoing, a court may determine that you are entitled to bring such an action and you prevail on such a claim, your maximum recovery is limited to \$100 in the aggregate even if you or they had been advised of the possibility of liability exceeding that amount.

5. Ownership and Provision of Data

- 5.1 VBS owns all right, title and interest in the Data. VBS may modify or cease providing any or all of the Data at any time, without notice, in its sole discretion.
- 5.2 You agree that the Data is a valuable property right of VBS and that VBS shall continue to own the Data, as well as any copyright, trade secret, or any other intellectual property right related to the Data, and shall have the exclusive right to sell, trade, loan, copy, disclose, distribute, transfer, or otherwise make available the Data to others, except as provided in this Agreement.

6. No Waiver

6.1 Nothing in this Agreement is or implies a waiver of any rights VBS or the City of Vancouver have in the Data or in any copyrights, patents, or trademarks owned or licensed by VBS, its parent, sponsors and affiliates, or the City of Vancouver.

7. Termination of Agreement

7.1 VBS may terminate this Agreement at any time and for any reason in its sole discretion. Termination will be effective upon VBS's transmission of written notice of termination to you directly or on its website.

7.2 Sections 2 to 7, 9 and 10 will survive any termination of this Agreement.

8. Contact

8.1 Questions relating to this Agreement, including requests for permission to use trademarks and trade names, should be sent by email to info@mobibikes.ca.

9. Applicable Law and Forum

9.1 This Agreement is governed by the laws of the Province of British Columbia, without regard to conflicts of law principles. Any dispute arising under or relating to this Agreement will be brought only in a court of competent jurisdiction sitting in Vancouver, British Columbia.

10. Entire Agreement

10.1 This Agreement is the complete and exclusive agreement and understanding between VBS and you with respect to its subject matter and supersedes all prior or contemporaneous oral or written agreements or understandings relating to the subject matter hereof.

11. Amendment

11.1 VBS may amend this Agreement, from time to time, and on posting notice of such amendment on its website. By entering into this Agreement, you agree to be bound by any amendments made to this Agreement pursuant to this section 11.1.

12. Assignment

12.1 You may not assign this Agreement, or any part hereof, without the prior written consent of VBS, which consent VBS may withhold in its sole discretion.