PEOPLEFORBIKES RESOURCE MARKETPLACE LICENSE AGREEMENT

THIS AGREEMENT is entered into by and between the PeopleForBikes Coalition, LTD, a Wisconsin not-for-profit corporation with its principal place of business at 1911 11th Street, Suite 201, Boulder, CO 80302 (“PFB”), and Licensee. This agreement provides the exclusive terms upon which PeopleForBikes will license certain content to Licensee.

1. Definitions.

“Data Products” means data files, reports and other content that are commercially licensed to Licensee through the PeopleForBikes Marketplace website.

“Licensee” means Client or Client Affiliate identified in an Order that is authorized to use the Data Products identified therein.

“Licensor” means the PeopleForBikes Coalition, its affiliates and data providers.

2. Grant of License. Licensor hereby grants to Licensee a non-exclusive, non-transferable and perpetual license to use the Data Products in accordance with this Agreement. The grant of rights to the Data Products is not a sale of the Data Products. Licensor and its third party providers reserve all rights not expressly granted by this Agreement, including the right to terminate the License for violation of this Agreement.

3. Permitted Uses. During the term set forth in the applicable Order, Licensee is permitted to use the Data Products only for its own internal business purposes. Licensee may use the Data Products to derive conclusions or recommendations that form part of Licensee’s services to its customers. Licensee may not provide the Data Products to any third party. Licensee may translate Data Products into other data formats so long as use of the Data Products in all formats does not exceed the limits of this Agreement. Licensee may make copies of the Data Products for purposes of data storage, backup, and Licensee’s internal use only.
4. General Use Restrictions. Licensee agrees that it will not:

   (i) make derivative works of the Data Products;
   (ii) make copies of the Data Products except as authorized in Section 3;
   (iii) disclose the Data Products or any other Licensor information marked confidential or proprietary to any third party;
   (iv) sublicense, rent, lease, lend, or host the Data Products to or for other parties;
   (v) attempt to unlock or bypass any initialization system, encryption methods or copy protection devices in the Data Products;
   (vi) modify, alter or change the Data Products; or
   (vii) alter, remove or obscure any patent, trademark or copyright notice in the Data Products or Documentation.

5. Independent Contractors. Licensee’s relationship with Licensor in the performance of this Agreement is that of an independent contractor, and nothing contained herein shall be construed to mean that either party hereto is acting as an employee, partner, or agent of the other or that the parties have entered into a partnership, joint venture, franchise or any other form of business entity.

6. No Warranty. Licensee acknowledges and agrees that the Data Products are licensed to Licensee “AS IS” and without any warranty of any kind.

7. Indemnification. Licensee hereby agrees to defend, indemnify and hold harmless Licensor and each of their respective officers, directors, members, employees, agents, content authors, counsel, and any of their predecessors in interest from any and all demands, claims, suits, expenses (including attorneys fees), settlements, costs and/or losses of any sort whatsoever (collectively “Claims”) arising in any way out of this License Agreement or Licensee’s use of the Data Products or any part thereof. In the event Claims are asserted against Licensor, Licensor shall have the right to retain counsel of its own choice and shall have the right, in its complete discretion, but only after consultation with Licensee, to compromise and settle any such Claim.

8. Construction and Enforcement. This Agreement shall be construed and enforced in accordance with federal law and the laws of the State of Colorado. Licensee hereby submits to the exclusive jurisdiction of the courts residing in the State of Colorado with respect to the resolution of any dispute arising hereunder, and agrees to accept service of process by mail in connection therewith. If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to effect the intent of the parties. This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations and understandings.
9. **Amendment, Waiver and Assignment.** This Agreement may not be amended except in a writing signed by both Parties. The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights. Licensee may not assign any of its rights or obligations under this Agreement without the prior express written consent of Licensor. Licensor may assign its rights under this Agreement without the consent of Licensee.

10. **Survival of Provisions.** The provisions of Paragraphs 3 (Use), 4 (Restrictions), 7 (Indemnification), and 11 (Fees) shall survive the expiration of this Agreement and the termination of the License granted hereunder.

11. **Fees.** Licensee agrees to pay all expenses (including reasonable attorneys’ fees) incurred by Licensor in enforcing its rights to the Data Products or under this License Agreement, including but not limited to, collection of license fees, collection of damages for unauthorized use of the Data Products, enjoining Licensee’s improper use of the Data Products, or breach of this agreement. Licensee agrees that Licensor may obtain injunctive or other equitable relief against any alleged breach of this Agreement by Licensee without providing surety or a bond.