

# Data License Agreement

Lyft Bikes and Scooters, LLC (“Bikeshare”) operates the City of Chicago’s (“City”) Divvy bicycle sharing service. Bikeshare and the City are committed to supporting bicycling as an alternative transportation option. As part of that commitment, the City permits Bikeshare to make certain Divvy system data owned by the City (“Data”) available to the public, subject to the terms and conditions of this License Agreement (“Agreement”). By accessing or using any of the Data, you agree to all of the terms and conditions of this Agreement.

**License.** Bikeshare hereby grants to you a non-exclusive, royalty-free, limited, perpetual license to access, reproduce, analyze, copy, modify, distribute in your product or service and use the Data for any lawful purpose (“License”).

**Prohibited Conduct.** The License does not authorize you to do, and you will not do or assist others in doing, any of the following

- Use the Data in any unlawful manner or for any unlawful purpose;
- Host, stream, publish, distribute, sublicense, or sell the Data as a stand-alone dataset; provided, however, you may include the Data as source material, as applicable, in analyses, reports, or studies published or distributed for non-commercial purposes;
- Access the Data by means other than the interface Bikeshare provides or authorizes for that purpose;
- Circumvent any access restrictions relating to the Data;
- Use data mining or other extraction methods in connection with Bikeshare's website or the Data;
- Attempt to correlate the Data with names, addresses, or other information of customers or Members of Bikeshare; and
- State or imply that you are affiliated, approved, endorsed, or sponsored by Bikeshare.
- Use or authorize others to use, without the written permission of the applicable owners, the trademarks or trade names of Lyft Bikes and Scooters, LLC, the City of Chicago or any sponsor of the Divvy service. These marks include, but are not limited to DIVVY, and the DIVVY logo, which are owned by the City of Chicago.

**No Warranty.** THE DATA IS PROVIDED “AS IS,” AS AVAILABLE (AT BIKESHARE’S SOLE DISCRETION) AND AT YOUR SOLE RISK. TO THE MAXIMUM EXTENT PROVIDED BY LAW BIKESHARE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. BIKESHARE 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.

**Limitation of Liability and Covenant Not to Sue.** Bikeshare, its parent, affiliates and sponsors, and their respective directors, officers, employees, or 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 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 use of the Data. In any event, if you were to bring and 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.

**Ownership and Provision of Data.** The City of Chicago owns all right, title, and interest in the Data. Bikeshare may modify or cease providing any or all of the Data at any time, without notice, in its sole discretion.

**No Waiver.** Nothing in this Agreement is or implies a waiver of any rights Bikeshare or the City of Chicago has in the Data or in any copyrights, patents, or trademarks owned or licensed by Bikeshare, its parent, affiliates or sponsors. The DIVVY trademarks are owned by the City of Chicago.

**Termination of Agreement.** Bikeshare may terminate this Agreement at any time and for any reason in its sole discretion. Termination will be effective upon Bikeshare's transmission of written notice to you at the email address you provided to Bikeshare in connection with this or by Bikeshare's announcement on its website (currently [www.divvybikes.com/data](http://www.divvybikes.com/data)) that it is revoking all licenses. Sections 2–6 and 9–10 will survive termination.

**Contact.** Questions relating to this Agreement, including requests for permission to use trademarks and trade names, should be sent to [bike-data@lyft.com](mailto:bike-data@lyft.com).

**Applicable Law and Forum.** This Agreement is governed by the laws of the State of Illinois, 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 New York City, New York.

**Entire Agreement.** This Agreement is the complete and exclusive agreement and understanding between Bikeshare 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.