

## Terms of Service for Data Aggregation Service

**Effective Date:** \_\_\_\_\_

This Terms of Service Agreement ("Agreement") governs the relationship concerning the data aggregation service provided by **Bicycle Market Research LLC**, a Wyoming limited liability company, with its principal place of business at 312 West 2nd Street #2743, Casper, Wyoming 82601 ("Service Provider"), to you, the **Retailer** ("Retailer", "You"), accessing or using the Service described herein. The aggregated data derived from the Service is owned by **PeopleForBikes Coalition LTD**, a Colorado nonprofit corporation, with its principal place of business at 1911 11th St., Suite 201, Boulder, CO, 80302 ("Company").

By signing this agreement, Retailer agrees to be bound by the terms and conditions of this Agreement. If you do not agree to these terms, do not access or use the Service.

### 1. Definitions

- a. **"Agreement"**: Refers to these Terms of Service.
- b. **"Company"**: Refers to PeopleForBikes Coalition LTD, the entity that has retained the Service Provider to provide the Service.
- c. **"Service Provider"**: Refers to Bicycle Market Research LLC, the entity providing the Service to the Company.
- d. **"Retailer"**: Refers to the client entity participating in the Service by submitting Retailer Data and being provided access to select Aggregated Data and reports derived therefrom that are shared with other retailers similar to Retailer.
- e. **"Service"**: Refers to the data aggregation platform and related services provided by the Service Provider, which collects, processes, anonymizes, and aggregates Retailer Data to create Aggregated Data for market research and analysis purposes in the retail industry to provide to the Company, entities designated by the Company (provided such designated entities list is provided to the research and statistics committee of the Company for review in advance of sharing), and contributing retailers, including Retailer.
- f. **"Personally Identifiable Information (PII)"**: Refers to any information that can be used to identify an individual, such as names, addresses, email addresses, phone numbers, credit card numbers, customer loyalty identifiers, or any other data defined as PII or personal data under applicable privacy laws.
- g. **"Retailer Data"** means all data compiled by Retailer and transmitted to Service Provider pursuant to the terms of this Agreement.
- h. **"Aggregated Data"**: Refers to the anonymized, aggregated derived data set compiled by the Service Provider from Retailer Data submitted by multiple participating retailers that cannot be reasonably foreseen to identify the original Retailer Data by analysis, processing, or reverse engineering. This data does not identify individual Retailers or specific customer transactions.
- i. **"Authorized Technical Conduit"**: Refers to a third-party software provider, Point of Sale (POS) system (including but not limited to Citrus-Lime), or other technical integration partner utilized by the Retailer, which the Retailer explicitly authorizes to facilitate the automated extraction, formatting, and transmission of Retailer Data to the Service Provider on the Retailer's behalf.

## **2. Service Description**

The Service Provider operates a service to collect retailer data from participating retailers. The Service Provider processes and anonymizes this retailer data, combining it with data from other participating retailers to create Aggregated Data. This Aggregated Data is used by the Company for market research, analysis, and reporting. In consideration of the Data License (defined below), the Company shall provide, or cause to be provided, Retailer with access to reports or dashboards derived from the Aggregated Data that are accessible by other retailers or clients, except those that are customized for individual clients, or potentially expose non-aggregated retailer data. Such report or dashboard formats and scope are determined by the Company in its sole discretion.

**3. License.** Retailer hereby grants Service Provider a non-exclusive, royalty-free, non-sublicensable (except as provided below), and non-transferrable license during the Term to use the Retailer Data (the “Data License”) to create the anonymized Aggregated Data to be used in accordance with paragraph 2 of this Agreement. Retailer hereby grants Service Provider the right to grant a sublicense under the license rights herein to the Company. Retailer reserves all rights not expressly granted to Service Provider in this Agreement. Nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Service Provider or any third party, any intellectual property rights or other right, title, or interest in or to the Retailer Data, except for the limited rights and licenses expressly granted under this Agreement.

**4. Use Restrictions.** Service Provider and the Company shall only use Retailer Data as permitted under this Agreement and shall not disclose, release, distribute, or deliver the Retailer Data, or any portion thereof, to any third party (including any artificial intelligence (AI) or AI-enabled technology, applications or services) without Retailer’s prior written consent. Any purpose or use not specifically authorized herein is prohibited unless otherwise agreed to in writing by Retailer. Without limiting the foregoing and except as otherwise expressly set forth in this Agreement, Service Provider and the Company shall not at any time, directly or indirectly: (i) copy, modify, or create derivative works of the Retailer Data, in whole or in part; (ii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Retailer Data; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source of the Retailer Data or methods used to compile the Retailer Data, in whole or in part; (iv) input any Retailer Data into AI or AI-enabled technology, applications or services; or (v) publish, enhance, or display any compilation or directory based upon information derived from the Retailer Data.

## 5. Retailer Obligations

- a. **Data Submission:** Retailer agrees to submit Retailer Data to the Service Provider in the format and frequency requested by Service Provider and mutually agreed upon by Retailer; provided, however, Retailer reserves the right not to provide Retailer Data at any time and, in such event, Service Provider has the right to terminate this Agreement under Section 10. By executing this Agreement, Retailer explicitly authorizes its Authorized Technical Conduit to act on its behalf to configure, maintain, and execute the ongoing transmission of Retailer Data to the Service Provider.
- b. **No PII:** Retailer represents and warrants that it shall use all commercially reasonable efforts to ensure that no Personally Identifiable Information (PII) will be included in the Retailer Data submitted to the Service Provider. As part of its commercially reasonable efforts, Retailer agrees to implement necessary procedures and technical safeguards to prevent the inclusion or transmission of PII.
- c. **Compliance:** Retailer agrees to use the Service in compliance with all applicable laws.
- d. **Access Credentials:** Retailer is responsible for maintaining the confidentiality of any access credentials (usernames, passwords) provided for accessing the Service or related reports.
- e. **Cooperation:** Retailer agrees to reasonably cooperate with the Service Provider to facilitate Retailer Data submission and resolve any issues related to Retailer Data.

## 6. Data Handling and Ownership.

- a. **Retailer Data Ownership:** Service Provider and the Company acknowledge that, other than the license granted by this Agreement, Retailer owns all rights, title, and interest, including all intellectual property rights, in and to the Retailer Data. Service Provider and the Company further acknowledge that: (a) the Retailer Data is an original compilation protected by United States copyright laws; (b) the Retailer has dedicated substantial resources to collect, manage, and compile the Retailer Data; and (c) the Retailer Data constitutes trade secrets of the Retailer. Service Provider and the Company acknowledge and agree that it will be considered a material breach by Service Provider and/or the Company under this Agreement if Service Provider and/or the Company contests any of Retailer's right, title, or interest in or to the Retailer Data, including without limitation, in a judicial proceeding anywhere throughout the world.
- b. **Aggregated Data:** Retailer acknowledges and agrees that all right, title, and interest in and to the Aggregated Data, including all Intellectual Property Rights therein, are owned exclusively by the Company (PeopleForBikes Coalition LTD). Retailer has no ownership rights in the Aggregated Data.
- c. **PII:** In the event that Retailer inadvertently submits PII, Retailer shall immediately notify the Service Provider, and the Service Provider and the Company shall destroy or remove all such PII from its data storage. Retailer shall be responsible for any unauthorized transmission or disclosure of PII that occurs within the Retailer's internal network or systems prior to the transmission of such data by the Authorized Technical Conduit.

## 7. Service Provider Rights and Obligations

- a. **Service Provision:** The Service Provider and the Company will use commercially reasonable efforts to provide the Service in accordance with this Agreement, and the Service Provider and the Company will comply with all applicable laws and regulations in its creation, collection, receipt, access, use, storage, disposal, and disclosure of Retailer Data.
- b. **Data Processing:** The Service Provider and the Company will process Retailer Data solely for the purposes outlined in this Agreement.
- c. **Support:** The Service Provider and/or the Company may provide limited technical support related to data submission or access to the Service, as determined by the Service Provider or the Company.
- d. **Data Security:** Service Provider and the Company shall use all reasonable legal, organizational, physical, administrative, and technical measures and security procedures to safeguard and ensure the security of the Retailer Data and to protect the Retailer Data from unauthorized access, disclosure, duplication, use, modification, or loss. This includes establishing and maintaining secure transmission protocols with any Authorized Technical Conduit. Service Provider and the Company maintain cyber incident breach response plans, and each shall be responsible for any unauthorized access, collection, storage, use, or disposal of Retailer Data under its control or in its possession.
- e. **Anonymization:** The Service Provider and the Company will take commercially reasonable steps to ensure that the Aggregated Data is anonymized such that individual Retailer contributions or specific customer transactions cannot be reasonably identified. To the extent that Aggregated Data is not properly anonymized, it shall be considered Retailer Data and owned and controlled solely by Retailer. Further, any failure of the Service Provider to anonymize the Retailer Data incorporated into the Aggregated Data shall be a material breach of this Agreement.

## 8. Intellectual Property

Except for the licenses granted herein, nothing in this Agreement transfers any intellectual property rights between the parties. The Service Provider retains all rights to its platform, software, tools, and processes used to provide the Service. The Company retains all rights to the Aggregated Data, subject to the terms and conditions of this Agreement. The Retailer retains all rights to its underlying Retailer Data.

## 9. Confidentiality

Each party agrees to maintain the confidentiality of the other party's Confidential Information and not to disclose it to third parties or use it for any purpose other than fulfilling its obligations under this Agreement. This obligation survives the termination of this Agreement. Aggregated Data, once created, is not considered Confidential Information of the Retailer.

## 10. Term and Termination

- a. **Term:** This Agreement commences on the Effective Date or the date the Retailer first uses the Service, whichever is earlier, and continues until terminated by any party.
- b. **Termination for Convenience:** Any Party may terminate this Agreement for any reason upon providing ten (10) days' written notice to the other parties. The Company may direct the Service Provider to terminate this Agreement with a specific Retailer. The Company's consent to terminate this Agreement is not required by either party.
- c. **Termination for Cause:** A party may terminate this Agreement immediately upon written notice if the other party materially breaches this Agreement and fails to cure such breach within fifteen (15) days of receiving written notice thereof.
- d. **Effect of Termination:** Upon termination, Retailer's access to the Service will cease. The Service Provider shall delete any remaining Retailer Data in their possession, subject to legal retention requirements, which shall require the Service Provider to anonymize the Retailer Data, and shall certify to Retailer in writing that the Retailer Data has been so anonymized, deleted, or destroyed. Licenses granted herein to create Aggregated Data from previously submitted Retailer Data shall survive termination. Obligations regarding Confidentiality, Ownership, Limitation of Liability, Indemnification, and Governing Law shall survive termination.

**11. Disclaimer of Warranties.** THE RETAILER DATA IS PROVIDED "AS IS" AND RETAILER HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. RETAILER SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. RETAILER MAKES NO WARRANTY OF ANY KIND THAT THE RETAILER DATA, OR ANY PRODUCTS OR RESULTS OF ITS USE, WILL MEET SERVICE PROVIDER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

## 12. Indemnification

- a. Retailer shall indemnify, defend, and hold harmless Service Provider and the Company from and against any and all losses, damages, liabilities, or costs (including reasonable attorney fees) ("Losses") incurred by Service Provider resulting from any third-party claim, suit, action, or proceeding ("Third-Party Claim") that Service Provider or Company's use of the Retailer Data as permitted hereunder infringes or misappropriates such third party's patents, copyrights, or trade secrets, provided that Service Provider promptly notifies Retailer in writing of the claim, cooperates with Retailer, and allows Retailer sole authority to control the defense and settlement of such claim. This shall not apply to the extent that the alleged infringement arises from the use of the Retailer Data in combination with data, software, hardware, equipment, or technology not provided by Retailer.

- b. Service Provider and the Company shall indemnify, hold harmless, and, at Retailer's option, defend Retailer from and against any Losses resulting from any Third-Party Claim based on Service Provider's or the Company's: (i) negligence or willful misconduct; or (ii) use of the Retailer Data in a manner not authorized by this Agreement, provided that Service Provider and/or the Company may not settle any Third-Party Claim against Retailer unless such settlement completely and forever releases Retailer from all liability with respect to such Third-Party Claim or unless Retailer consents to such settlement, and further provided that Retailer shall have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.
- c. THIS SECTION SETS FORTH THE SERVICE PROVIDER'S AND THE COMPANY'S SOLE REMEDIES AND RETAILER'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE RETAILER DATA INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

**13. Limitations of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY LAW AND EXCEPT TO THE EXTENT ACTUALLY PAID PURSUANT TO A THIRD PARTY CLAIM, IN NO EVENT SHALL A PARTY OR THEIR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, WHETHER OR NOT THE PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE.

IN NO EVENT SHALL THE AGGREGATE LIABILITY OF ANY PARTY TO ANOTHER PARTY ARISING OUT OF OR RELATING TO THIS AGREEMENT EXCEED ONE THOUSAND U.S. DOLLARS (\$1,000.00).

#### **14. Governing Law and Dispute Resolution**

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, without regard to its conflict of law principles. Any dispute arising out of or relating to this Agreement shall be subject to the exclusive jurisdiction of the state and federal courts located in Boulder County, Colorado.

#### **15. Miscellaneous**

- a. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior or contemporaneous agreements or understandings, written or oral.
- b. **Amendments:** Service Provider reserves the right to modify this Agreement at any time. If modifications are made, Service Provider will notify Retailer (e.g., via email or a notice on the Service platform). Continued use of the Service after such modifications constitutes Retailer's acceptance of the revised Agreement.
- c. **Severability:** If any provision of this Agreement is held to be invalid or unenforceable, the

remaining provisions shall continue in full force and effect.

- d. **Waiver:** No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term.
- e. **Assignment:** No party may assign or transfer any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without the prior written consent of the other parties, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, the Service Provider may assign this Agreement without consent to a third party upon thirty (30) days' written notice to the Retailer, and the Retailer shall have the right to terminate this Agreement by written notice to the Service Provider within ten (10) business days of receipt of such notice to transfer. Any purported assignment, transfer, or delegation in violation of this Section is null and void. No assignment, transfer, or delegation will relieve the assigning or delegating party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the parties and their respective permitted successors and assigns.
- f. **Notices:** All notices required or permitted under this Agreement shall be in writing and sent to the addresses first set forth above or to such other address as a party may designate in writing. Notices to Retailer may also be provided via email to the address associated with Retailer's account or via the Service platform.
- g. **Relationship of Parties:** The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties.
- h. **Counterparts.** This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. Signatures delivered by electronic means shall have the same effect as delivery of an original signature.

## 16. Contact Information

For questions regarding this Agreement or the Service, please contact the Service Provider at:

Bicycle Market Research LLC

[peter@research.bike](mailto:peter@research.bike)

+01 (307) 263-9838

312 W. 2nd St #2743

Casper, WY 82601

**Acceptance:**

The parties have executed this Agreement as of the Effective Date.

RETAILER:

By:

Name:

Title:

SERVICE PROVIDER: Bicycle Market Research LLC

By: *Peter Woolery*

Name: Peter Woolery

Title: Managing Member

COMPANY: PeopleForBikes Coalition LTD

By: *Jenn Dice*

Name: Jenn Dice

Title: President + CEO