EXHIBIT B: END USER LICENSE AGREEMENT

Below are the legal requirements and obligations concerning the use of the data you are downloading. Please read this entire agreement to know all of the requirements and obligations. Basically, you get to use the data to do your analyses as long as you don't share it with other people who aren't covered under the agreement we have with your employer (the Software Services Agreement). We own our app data and the scooter/bike share operators own theirs. By clicking "I Accept", you are getting a license to use the data to do your analyses. Read below for specific conditions of this license and the actual binding language that you are agreeing to by clicking "I Accept".

This End User License Agreement (this "Agreement"), is a binding agreement between Knock Software, Inc., doing business as Ride Report ("Ride Report") and the person or entity downloading the Ride Report Data as the licensee of the Ride Report Data ("Licensee").

RIDE REPORT PROVIDES THE RIDE REPORT DATA SOLELY ON THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT AND THE SOFTWARE SERVICES AGREEMENT AND ON THE CONDITION THAT LICENSEE ACCEPTS AND COMPLIES WITH THEM. IN THE CASE OF A CONFLICT BETWEEN THE TERMS OF THIS AGREEMENT AND THE SOFTWARE SERVICES AGREEMENT, THE TERMS OF THE SOFTWARE SERVICES AGREEMENT WILL CONTROL. PLEASE CHECK WITH SOMEONE FAMILIAR WITH THE SOFTWARE SERVICES AGREEMENT IF YOU HAVE ANY QUESTIONS.

By selecting the "I Accept" button or other button or mechanism designed to acknowledge agreement to the terms of an electronic copy of this Agreement, or by downloading, accessing, or otherwise copying or using all or any portion of the Ride Report Data (i) you accept this Agreement on behalf of Licensee for which you are authorized to act (e.g., an employer) and acknowledge that such entity is legally bound by this Agreement (and you agree to act in a manner consistent with this Agreement) or, if there is no such entity for which you are authorized to act, you accept this Agreement on behalf of yourself as an individual and acknowledge that you are legally bound by this Agreement as Licensee, and (ii) you represent and warrant that you have the right, power and authority to act on behalf of and bind such entity (if any) or yourself. You may not accept this Agreement on behalf of another entity unless you are an employee of such other entity with the right, power and authority to act on behalf of such other entity.

If you are unwilling to accept this Agreement, or you do not have the right, power and authority to act on behalf of and bind such entity or yourself as an individual (if there is no such entity), (a) DO NOT SELECT THE "I ACCEPT" BUTTON OR OTHERWISE CLICK ON ANY BUTTON OR OTHER MECHANISM DESIGNED TO ACKNOWLEDGE AGREEMENT, AND DO NOT DOWNLOAD, ACCESS, OR OTHERWISE COPY OR USE ALL OR ANY PORTION OF THE RIDE REPORT DATA.

1. <u>Definitions</u>. For purposes of this Agreement, the following terms have the following meanings:

"Authorized Users" means solely those individuals authorized to use the Ride Report Services as set forth in the applicable Software Services Agreement.

"**Documentation**" means user manuals, technical manuals, and any other materials provided by Ride Report, in printed, electronic, or other form, that describe the operation, use, or technical specifications of the Ride Report Data.

"Intellectual Property Rights" means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

"**Person**" means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association, or other entity.

"Ride Report Data" means the data, maps, figures, charts, and other information provided by the Ride Report Services that is downloaded by clicking on the "I Accept" button or other button or mechanism associated with this Agreement or by otherwise indicating assent to this Agreement. These data include 3rd Party service provider data that Ride Report shares with the Licensee's employer as part of its Software Services Agreement.

"Ride Report Services" means the software-as-a-service offerings that are the subject of the Software Services Agreement.

"Software Services Agreement" means the agreement entered into between Ride Report and Licensee, or Licensee's employer, for Licensee's use of the Ride Report Services that serve and provide the Ride Report Data.

"Third Party" means any Person other than Licensee or Ride Report.

- 2. <u>License Grant and Scope</u>. Subject to and conditioned upon Licensee's strict compliance with all terms and conditions set forth in this Agreement, Ride Report hereby grants to Licensee a non-exclusive, non-transferable, non-sublicensable, limited license during the Term to use the Ride Report Data, solely as set forth in this Section 2 and subject to all conditions and limitations set forth in Section 3 or elsewhere in this Agreement. This license grants Licensee the right to:
 - (a) Download and display the Ride Report Data. All copies of the Ride Report Data made by the Licensee:
 - (i) will be the exclusive property of Ride Report or the Third Party service provider that originally provided the data to Ride Report for the purposes of sharing with Licensee or Licensee's employer pursuant to Licensee or Licensee's employer's Software Services Agreement;
 - (ii) will be subject to the terms and conditions of this Agreement; and
 - (iii) must include all trademark, copyright, patent, and other Intellectual Property Rights notices contained in the original.
 - (b) Share the Ride Report Data with other Authorized Users.
 - 3. <u>Use Restrictions</u>. Licensee will not directly or indirectly:
 - (a) use (including make any copies of) the Ride Report Data beyond the scope of the license granted under Section 2 provide any other Person, including any subcontractor, independent contractor, affiliate, or service provider of Licensee, with access to or use of the Ride Report Data unless that Person is authorized to receive the data under Licensee's or Licensee's employer's Software Services Agreement or through a separate agreement with Ride Report
 - (b) remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices provided on or with the Ride Report Data, including any copy thereof;
 - (c) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Ride Report Data to any Third Party for any reason;
 - (d) use the Ride Report Data in, or in association with, the design, construction, maintenance, or operation of any hazardous environments or systems, including:

- (i) power generation systems;
- (ii) aircraft navigation or communication systems, air traffic control systems, or any other transport management systems;
- (iii) safety-critical applications, including medical or life-support systems, vehicle operation applications, or any police, fire, or other safety response systems; and
 - (iv) military or aerospace applications, weapons systems, or environments;
- (e) use the Ride Report Data in violation of any law, regulation, or rule; or
- (f) use the Ride Report Data for purposes of competitive analysis of the Ride Report Data, the development of a competing data service, or any other purpose that is to Ride Report's commercial disadvantage.
- 4. Responsibility for Use of Ride Report Data. Licensee is responsible and liable for all uses of the Ride Report Data through access thereto provided by Licensee, directly or indirectly. Specifically, and without limiting the generality of the foregoing, Licensee is responsible and liable for all actions and failures to take required actions with respect to the Ride Report Data by any other Person to whom Licensee may provide access to or use of the Ride Report Data, whether such access or use is permitted by or in violation of this Agreement.
- 5. <u>Intellectual Property Rights.</u> Licensee acknowledges and agrees that the Ride Report Data is provided under license, and not sold, to Licensee. Licensee does not acquire any ownership interest in the Ride Report Data under this Agreement, or any other rights thereto, other than to use the same in accordance with the license granted and subject to all terms, conditions, and restrictions under this Agreement. Ride Report reserves and will retain its entire right, title, and interest in and to the Ride Report Data and all Intellectual Property Rights arising out of or relating to the Ride Report Data, except as expressly granted to Licensee in this Agreement. Licensee will safeguard all Ride Report Data (including all copies thereof) from infringement, misappropriation, theft, misuse, or unauthorized access. Licensee will promptly notify Ride Report if Licensee becomes aware of any infringement of Ride Report's Intellectual Property Rights in the Ride Report Data and fully cooperate with Ride Report in any legal action taken by Ride Report to enforce its Intellectual Property Rights.

6. Term and Termination.

- (a) This Agreement and the license granted hereunder will remain in effect until terminated as set forth herein (the "**Term**").
- (b) Licensee may terminate this Agreement by ceasing use of and destroying all copies of the Ride Report Data.
- (c) Ride Report may terminate this Agreement, effective upon written notice to Licensee, if Licensee breaches this Agreement or the applicable Software Services Agreement and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured 30 days after Ride Report provides Licensee with written notice of breach.
- (d) Upon termination of this Agreement, the license granted hereunder will also terminate, and Licensee will cease using and destroy all copies of the Ride Report Data.
- 7. <u>Warranty Disclaimer</u>. THE RIDE REPORT DATA IS PROVIDED TO LICENSEE "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, RIDE REPORT, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR

RESPECTIVE LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE RIDE REPORT DATA, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, RIDE REPORT PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE RIDE REPORT DATA WILL MEET THE LICENSEE'S REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE ERROR FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED. RIDE REPORT DOES NOT SEEK TO LIMIT LICENSEE'S WARRANTY RIGHTS TO ANY EXTENT NOT PERMITTED BY LAW.

8. Limitation of Liability. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW:

- (a) IN NO EVENT WILL RIDE REPORT OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS, BE LIABLE TO LICENSEE OR ANY THIRD PARTY FOR ANY USE, INTERRUPTION, DELAY, OR INABILITY TO USE THE RIDE REPORT DATA; LOST REVENUES OR PROFITS; DELAYS, INTERRUPTION, OR LOSS OF SERVICES, BUSINESS, OR GOODWILL; OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, WHETHER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT RIDE REPORT WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- (b) IN NO EVENT WILL RIDE REPORT AND ITS AFFILIATES', INCLUDING ANY OF ITS OR THEIR RESPECTIVE LICENSORS' AND SERVICE PROVIDERS', COLLECTIVE AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THIS AGREEMENTOR ITS SUBJECT MATTER, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, EXCEED \$100.
- (c) THE LIMITATIONS SET FORTH IN SECTION 8(a) AND SECTION 8(b) WILL APPLY EVEN IF THE LICENSEE'S REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.
- (d) NOTHING IN THE FOREGOING RESTRICTS THE EFFECT OF WARRANTIES OR CONDITIONS WHICH MAY BE IMPLIED BY LAW WHICH CANNOT BE EXCLUDED, RESTRICTED, OR MODIFIED NOTWITHSTANDING A CONTRACTUAL RESTRICTION TO THE CONTRARY.

9. <u>Miscellaneous</u>.

- (a) Ride Report will not be responsible or liable to Licensee, or deemed in default or breach hereunder by reason of any failure or delay in the performance of its obligations hereunder where such failure or delay is due to strikes, labor disputes, civil disturbances, riot, rebellion, invasion, epidemic, hostilities, war, terrorist attack, embargo, natural disaster, acts of God, flood, fire, sabotage, fluctuations or non-availability of electrical power, heat, light, air conditioning, or Licensee equipment, loss and destruction of property, or any other circumstances or causes beyond Ride Report's reasonable control.
- (b) This Agreement, together with the applicable Software Services Agreement, and all other documents that are incorporated by reference herein constitutes the sole and entire agreement between Licensee and Ride Report with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.
- (c) Licensee will not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without Ride Report's prior written consent, which consent Ride Report may give or withhold in its sole discretion. No delegation or other transfer will relieve

Licensee of any of its obligations or performance under this Agreement. Any purported assignment, delegation, or transfer in violation of this Section 9(c) is void. Ride Report may freely assign or otherwise transfer all or any of its rights, or delegate or otherwise transfer all or any of its obligations or performance, under this Agreement without Licensee's consent. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.

- (d) This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or will confer on any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.
- (e) This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof; nor will any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
- (f) If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

This Agreement will be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.