



**RESTRICTED USE AGREEMENT (MIC RETAIL SALES REPORT)**

This Restricted Use Agreement (“Agreement”) is entered into by the Motorcycle Industry Council, Inc., located at 2 Jenner, Suite 150, Irvine, CA 92618 (“MIC”) and the undersigned person, both individually and on behalf of the Company identified in the signature block below (the “Member Company”) (collectively, the “Users”), and shall be effective on the date it is fully executed.

The MIC Retail Sales Reporting System compiles information regarding sales registrations of new vehicles, provided by participating manufacturers and distributors. The undersigned Users agree to the following terms and conditions regarding the restricted use of retail sales data and any other information (collectively, “Data”) contained in MIC Retail Sales Reports (“Reports”).

- 1) Users shall respect, and fully abide by, the copyright of the Reports, and shall not provide the Reports, or any portions thereof, to any other person, member, association, corporation, partnership, government agency or other entity without the prior written permission of MIC, except as otherwise stated herein (see section 4).
- 2) Data contained in the Reports, and any and all analyses derived from such Data, shall be used solely and exclusively for Users’ internal business purposes on behalf of the Member Company, except as otherwise stated herein (see section 4).
- 3) Users acknowledge and agree that receipt of the Data and Reports is deemed receipt of material, non-public information of the Member Companies who contribute to the MIC Retail Sales Reporting System.
- 4) Notwithstanding the above, on a quarterly basis for the months of March, June, September and December, MIC grants limited permission to the Member Company to provide the following non-brand-specific Data or analyses to third parties:
  - Total U.S. Motorcycle unit sales, broken down by month, quarter and year-to-date
  - Total U.S. Scooter unit sales, broken down by month, quarter and year-to-date
  - Total U.S. On-Highway Motorcycle unit sales, broken down by month, quarter and year-to-date
  - Total U.S. Dual Motorcycle unit sales, broken down by month, quarter and year-to-date
  - Total U.S. Off-Highway Motorcycle unit sales, broken down by month, quarter and year-to-date
  - Total U.S. ATV unit sales, broken down by month, quarter and year-to-date
  - Total U.S. Motorcycle and ATV combined unit sales, broken down by month, quarter and year-to-date

The above grant of limited permission is made subject to the following restrictions:

- a) The Data shall not be used in any fashion that could be deemed derogatory, or that may harm or adversely affect MIC, the powersports industry in general, or participating or industry-related companies or individuals.
  - b) The Data shall not be used as part of, or in support of, any comparative advertisement or other public communication that refers directly or indirectly to other segments or companies in the powersports industry.
  - c) The Data shall not be used or provided to any third parties (in summary form or otherwise) to assist or inform trading of securities of any company, or an affiliate of such company, whose Data is included in the Reports.
  - d) Recreational Off-Highway Vehicle (ROV) retail sales data is excluded from sharing under this provision. Users are expressly prohibited, at all times, from providing ROV retail sales data from the Reports to any third party.
  - e) The grant of limited permission inures solely to the benefit of the Member Company. Nothing herein shall confer any rights upon the undersigned person to share Data or Reports for purposes not related to their work for and employment by the Member Company.
  - f) The grant of limited permission may be revoked at any time, effective immediately, upon receipt of written notice from MIC. All other terms of this provision and Agreement shall survive such revocation.
- 5) Users are responsible for maintaining the confidentiality of the Data and Reports, and for communicating the terms and conditions of this Agreement to any third parties engaged or employed (including contractors) by the Member Company. Users shall take all necessary security measures and precautions to safeguard the Data and Reports, and to prevent Data misuse or wrongful disclosure.
  - 6) Should any dispute arise regarding interpretation of this Agreement, the Parties agree to make a good-faith effort to resolve such dispute. If such effort fails, the Parties agree to submit their dispute to binding arbitration according to the rules of the American Arbitration Association for commercial disputes in Orange County, California. This Agreement shall be interpreted and governed by the laws of the State of California without reference to conflict of laws principles. Users acknowledge that MIC has no adequate remedy at law in the event that Users breach the terms and conditions of this Agreement, and that MIC shall be entitled to injunctive or other equitable relief, including interlocutory and preliminary injunctive relief, in the event of a dispute. Users acknowledge that MIC’s rights and remedies under this Agreement, at law and in equity, are intended to be cumulative, and not mutually exclusive. All relief shall be granted in arbitration and may be enforced as necessary in any court of law. The prevailing party shall be compensated by the losing party for reasonable attorney fees and other costs related to the arbitration and any court action enforcing the same.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
MEMBER COMPANY NAME

*Thank you for Your Cooperation*



**Contact Information Sheet**

	<b>Contact's Current Information</b>
Name:	
Title:	
Company:	
Address:	
City, State and Zip Code	
e-Mail:	
Phone:	
Fax:	