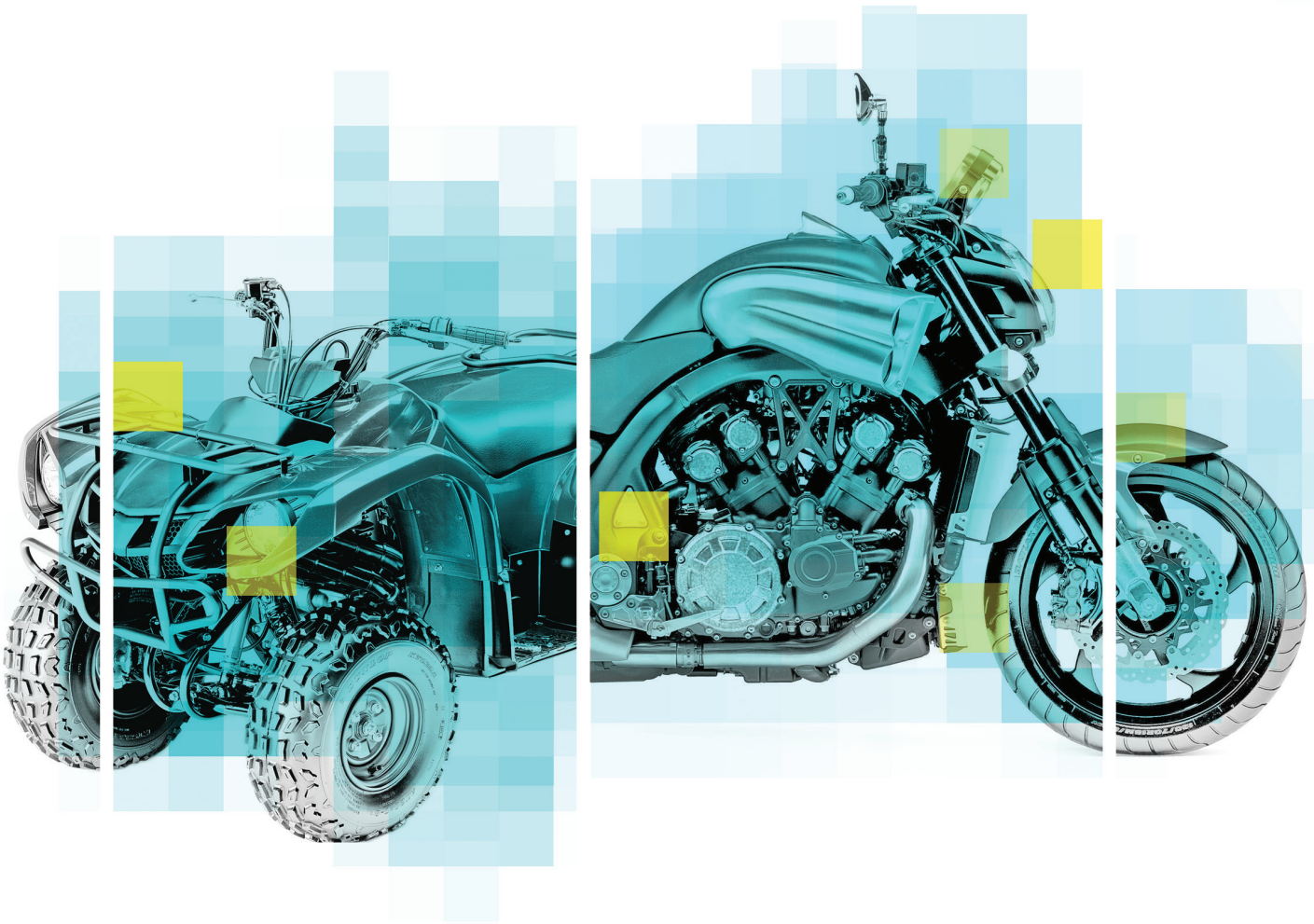




MOTORCYCLE
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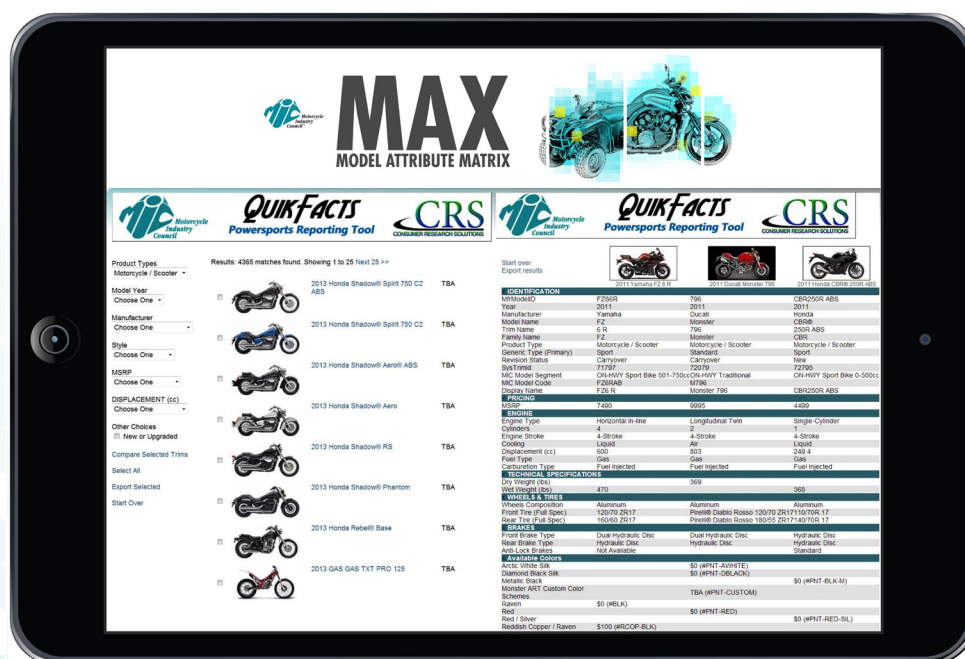
MAXSM

MODEL ATTRIBUTE MATRIX



MIC's MAX Model Attribute MatrixSM

The MIC's MAX (Model Attribute Matrix) is designed to improve product compatibility and is being offered to all MIC members at a 30 percent discount over non-member pricing.



MAX web app

The MIC partnered with Consumer Research Solutions (CRS) to offer the MAX to powersports companies. An innovative way to improve product compatibility in the powersports industry, the MAX is a compilation of motorcycle, scooter, ATV and ROV/MOHV (side x side) model specifications.

The MAX combines MIC-appended data with model attributes provided by CRS. The final result allows powersports companies to exchange model information and helps to ensure product compatibility. The database includes more than 40 attributes for nearly all powersports models from leading brands dating back to 2004.



MAX
MODEL ATTRIBUTE MATRIX

ANNUAL SUBSCRIPTION PRICING

30% Discount

MIC MEMBER PRICING

NON-MIC MEMBERS

Annual U.S. MC/ATV/ROV Related Sales and Services Revenue (Millions)	Data File	With Web App	Data File	With Web App
Under 1 mil	\$2,500	\$4,000	\$3,625	\$5,800
Up to 3 mil	\$3,125	\$5,000	\$4,535	\$7,250
Up to 5 mil	\$3,900	\$6,100	\$5,665	\$8,845
Up to 7 mil	\$4,750	\$7,200	\$6,890	\$10,440
Up to 10 mil	\$5,795	\$8,400	\$8,400	\$12,180
Up to 25 mil	\$7,050	\$9,900	\$10,225	\$14,355
25 mil and above	\$8,300	\$10,980	\$12,035	\$15,925

MIC members who subscribe enjoy a 30 percent discount over non-members. Subscription fees are based on the annual scooter, motorcycle, ATV and ROV/MOHV (side x side) related sales and service revenue, beginning at \$2,500 for member companies with less than \$1 million in annual revenue.

MAX subscribers also have the option of online access to the database. This alternative provides a quick and easy method for accessing model attribute comparisons for multiple models.

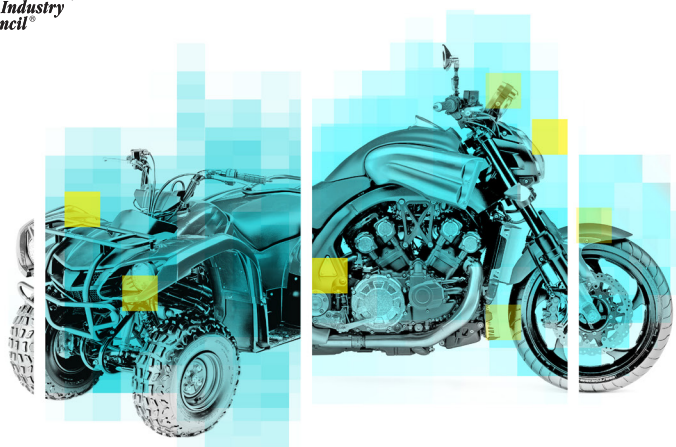
To learn more, contact MIC Member Services at (949) 727- 4211 ext. 3139, or email at memberservices@mic.org.





MAX

MODEL ATTRIBUTE MATRIX



ANNUAL SUBSCRIPTION AGREEMENT

This License Agreement ("Agreement") shall be effective as of _____, 20__ (the "Effective Date") by and between Motorcycle Industry Council ("MIC" or "Licensor"), a corporation, having a principal place of business at and 2 Jenner Ste 150, Irvine, CA 92618 and _____ or ("Licensee"), a _____, corporation, its principal place of business at _____.

WHEREAS, Licensor has the right, title, and interest in, and desires to sublicense to Licensee certain content and technology for the purposes set forth in this Agreement.

WHEREAS, Licensee is in the business of providing _____ for the Powersports Market..

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged and for the mutual promises contained herein, the parties agree as follows:

1. DEFINITIONS:

- 1.1. "Deliverables" means the New Model Data and/or Desktop Solution, in English, as more particularly described in Exhibit A attached hereto and incorporated herein by reference, as may be modified at Licensor's sole discretion.
- 1.2. "New Model Data" shall mean all new Powersports information for the model year 2004 through the Current Model Year as further described in Exhibit A, including any updates or modifications hereunder. All such New Model Data shall be in English.
- 1.3. "Product" means Licensee's _____ solution.
- 1.4. "Internal Product" means Licensee's internal systems.
- 1.5. "Powersports" means Motorcycle, Scooter, ATV and ROV/MOHV (side by side).
- 1.6. "M/Y/M/M" means the MIC ModelID, ModelYear, MICManufacturerName, and MICModelName fields.
- 1.7. "Desktop Solution" shall mean the CRS and MIC co-branded QuickFacts Powersports Reporting Tool on-line solution containing CRS proprietary products and services used to filter, compare, configure, research and report Powersports models and/or present model.
- 1.8. "Clients" mean licensees of the Product, including participating companies, subscribers and service purchasers.

2. LICENSE:

- 2.1. During the Term, and subject to the terms and conditions set forth herein, Licensor hereby grants and the Licensee accepts, a non-transferable, non-exclusive, limited license to use, reproduce, distribute, publish, process, compile, prepare derivative works of, analyze and display the Deliverables for its internal business purposes and to incorporate portions of the Deliverables into the Internal Product.
- 2.2. During the Term, and subject to the terms and conditions set forth herein, Licensor hereby grants and the Licensee accepts, a non-transferable, non-exclusive, limited license to use, reproduce, distribute, publish, process, compile, prepare derivative works of, analyze and display M/Y/M/M and to incorporate M/Y/M/M into the Product for the purpose of marketing, sublicensing and distributing the Product to Clients for their business purposes.
- 2.3. Except as expressly permitted in Section 2.1 and 2.2 above, Licensee may not use, reproduce, transfer, sublicense, or transmit the Deliverables in any form or by any means without the prior written consent of Licensor

3. FEES:

- 3.1. Licensee shall pay to Licensor an annual fee of _____ for the license granted in Section 2 above during the Term of the Agreement.
- 3.2. Licensor will invoice Licensee for fee in full.
- 3.3. All invoices shall be paid within 30 days.

4. TERM AND TERMINATION:

- 4.1. The term of the agreement shall be for one (1) year from the Effective Date, and the Agreement shall automatically renew thereafter for a one (1) year period unless terminated earlier as otherwise provided in the Agreement. License may terminate this Agreement upon thirty (30) days prior written notice to Licensor.
- 4.2. Following termination of this Agreement for any reason, all rights and licenses granted herein shall terminate and Licensee shall return to Licensor or certify to Licensor that it has discontinued use of the Deliverables except to the extent incorporated into the Product and Internal Product prior to such termination. Notwithstanding the above, the rights and licenses set forth herein shall survive perpetually with respect to the Deliverables incorporated into Product and Internal product prior to any such expiration or termination.
- 4.3. Should Licensor or Licensee breach this Agreement, the non breaching party shall have the right, in its discretion, to terminate this Agreement.
- 4.4. This Agreement shall be immediately terminated upon the dissolution or bankruptcy of Licensee, the filing of a bankruptcy of Licensee, the filing of a bankruptcy petition by or against the Licensee, or a general arrangement or assignment by Licensee, for the benefit of creditors.
- 4.5. If any payment due hereunder is not paid within 30 days the license granted herein shall immediately terminate, without the need for any further action or notice by Licensor. Upon termination for non-payment, Licensee shall have no right to continue using the Deliverables for any purpose whatsoever.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed below by their duly authorized representatives as of the Effective Date set forth in the first paragraph herein.

Motorcycle Industry Council

By: _____
(Signature)

By: _____
(Signature)

Name: _____

Name: _____
(Print)

Title: _____

Title: _____

Exhibit A
New Model Data

The Data consists of Powersports data for the current model year and all previous model year(s) back to 2004, in the English language.

The New Model Data includes the following:

Field	Data Type	Max Length	Optional	Description
MicModelId	Integer		N	A unique identifier for the model as assigned by the MIC.
ModelYear	Integer		N	The model year of the model.
ManufacturerName	String	50	N	The manufacturer of the model.
ProductType	String	50	Y	The type of product of the model. Valid values are: * ATV * Motorcycle / Scooter * Side-by-side New values may be added in the future.
MicModelName	String	75	N	The model name of the model as determined by the MIC.
MicMarketName	String	75	N	The market name of the model as determined by the MIC.
MicGeneralType	String	50	N	The high-level type of the model. Valid values are: * ATV * SXS * OFF-HWY * ON-HWY * DUAL * SCOOTER New values may be added in the future.
MicSpecificType	String	50	N	A more specific type identifier for the product. This value identifies a type within the MicGeneralType. Values include: * Cruiser * Touring * Traditional * Sport Bike * Competition * Trail/Other
RevisionStatus	String	50	Y	Indicates the relationship of the model to the previous year's model. Valid values are: * New - The model didn't exist in the previous model year * Carryover - The model is similar to the previous year's model. * Upgraded - The model has been upgraded from the previous year.
MsrpDollars	Integer		Y	The manufacturer's suggested retail price in dollars.

EngineType	String	50	Y	<p>The type of engine in the model. Valid values are:</p> <ul style="list-style-type: none"> * In-line * Horizontally Opposed * Parallel Twin * Flat Twin * Longitudinal In-Line * Longitudinal Twin * Horizontal In-line * V Twin * Single-Cylinder * Electric * V4 <p>New values may be added in the future.</p>
Cylinders	Integer		Y	<p>The number of cylinders in the model's engine.</p>
EngineStroke	Integer		Y	<p>The number of strokes per cycle of the model's engine.</p>
Cooling	String	50	Y	<p>The type of cooling used by the model. Valid values are:</p> <ul style="list-style-type: none"> * Air * Liquid / Oil * Liquid / Air * Air / Oil * Air / Fan * Liquid <p>New values may be added in the future.</p>
ActualDisplacementCC	Decimal(7,2)		Y	<p>The actual displacement of the model's engine in cubic centimeters.</p>
FuelType	String	50	Y	<p>The type of fuel used by the model. Valid values are:</p> <ul style="list-style-type: none"> * Diesel * Electric * Gas * Gas / Oil Premix * Gas / Oil Injected <p>New values may be added in the future.</p>
FuelDeliverySystem	String	50	Y	<p>The method of fuel delivery into the engine used by the model. Valid values are:</p> <ul style="list-style-type: none"> * Carburetor * Fuel Injected * Not Applicable
DrivelineType	String	50	Y	<p>The driveline of the model. Valid values are:</p> <ul style="list-style-type: none"> * 4X2 * Selectable 4X2 / AWD * Selectable 4X2 / 4X4 * 6X4 * AWD * 4X4 * 6X6 <p>New values may be added in the future.</p>
DryWeightPounds	Decimal(7,2)		Y	<p>The dry weight of the model in pounds.</p>

WetWeightPounds	Decimal(7,2)		Y	The wet weight of the model in pounds.
FuelCapacityGallons	Decimal(6,3)		Y	The fuel capacity of the model in gallons.
WheelComposition	String	50	Y	The material of which the model's wheels are made. Valid values are: * Aluminum * Steel * Forged Aluminum * Magnesium New values may be added in the future.
TireBrand	String	50	Y	The brand of tires the model is equipped with.
FrontTireWidth	Decimal(10,4)		Y	The width of the front tire.
FrontTireWidthUnits	String	20	Y	The units of FrontTireWidth. Valid values are: * Inches * Millimeters New values may be added in the future.
FrontTireAspectRatio	Decimal(10,4)		Y	The front tire aspect ratio.
FrontTireSpeedRating	String	10	Y	The front tire speed rating.
FrontWheelDiameterInches	Decimal(10,4)		Y	Front wheel diameter in inches.
RearTireWidth	Decimal(10,4)		Y	The width of the rear tire.
RearTireWidthUnits	String	20	Y	The units of RearTireWidth. Valid values are: * Inches * Millimeters New values may be added in the future.
RearTireAspectRatio	Decimal(10,4)		Y	The rear tire aspect ratio.
RearTireSpeedRating	String	10	Y	The rear tire speed rating.
RearWheelDiameterInches	Decimal(10,4)		Y	Rear wheel diameter in inches.
FrontTireFullSpecification	String	50	Y	A descriptive string containing all the front tire specifications.
RearTireFullSpecification	String	50	Y	A descriptive string containing all the rear tire specifications.

FrontBrakeType	String	50	Y	<p>The type of front brakes. Valid values are:</p> <ul style="list-style-type: none"> * Drum * Disc * Hydraulic Disc * Dual Hydraulic Disc * Dual Sealed Drum * Dual Disc * Sealed Hydraulic Drum * Dual Sealed Hydraulic Drum * Dual Drum * In-Board Dual Disc * Sealed Drum * Not Available <p>New values may be added in the future.</p>
RearBrakeType	String	50	Y	<p>The type of rear brakes. Valid values are:</p> <ul style="list-style-type: none"> * Drum * Disc * Hydraulic Disc * Dual Hydraulic Disc * Sealed Oil Bath Multi-Disc * Shaft Mounted Disc * Dual Disc * Wet Disc in Transaxle * Sealed Hydraulic Drum * Dual Drum * Sealed Drum * Sealed Oil Bath <p>New values may be added in the future.</p>
AntiLockBrakes	String	50	Y	<p>Indicates the availability of anti-lock brakes on the model. Valid values are:</p> <ul style="list-style-type: none"> * Not Available * Standard * Optional
NumberOfSeats	Integer		Y	The number of seats on the model.
BedCapacityPounds	Decimal(7,2)		Y	The bed capacity of the model in pounds, where applicable.
SeatHeightInches	Decimal(5,2)		Y	The seat height of the model in inches.
AvailableColors	String	500	Y	Comma-delimited list of colors schemes available for the model.
CrsModelName	String	50	Y	The model name of the model as determined by CRS.
CrsTrimName	String	70	Y	The trim name of the model as determined by CRS.
CrsTrimId	Integer		Y	The trim ID of the model as determined by CRS.