

Motorcycle Data BV

MOTOPRIX

Trial Agreement

License for 1 named user, using data set for maximum 3 countries for 14 consecutive days commencing the first login and according to the MOTOPRIX License Agreement printed overleaf.

This license is provided free of charge for the purpose of evaluating the application and the connected data service. There is no purchase obligation arising from the undersigning of this agreement.

License ID

2109 0799 7117 9853

First login between

2021-09-17 and 2021-10-01

MOTOPRIX License Agreement

Between the parties: Motorcycle Data BV, Gasthuisstraat 15 box 1, Belgium, Registered VAT BE0759567507, hereafter referred to as MOTOPRIX and the user of this software application hereafter referred to as LICENSEE, has been agreed what follows:

1. Purpose of the agreement

MOTOPRIX will provide to LICENSEE limited use of the PRICESTORY application and where applicable a limited set of motorcycle list prices, option prices and technical specifications, called DATA SET. LICENSEE will adhere to the confidentiality and copyright rules stated in this document.

2. Data source

MOTOPRIX will use its own database as the source for the production of the DATA SET. MOTOPRIX will add and remove information to and from the DATA SET as it deems necessary. Within the constraints of this agreement only public domain data will be used. In the case where MOTOPRIX does not own this data it will acquire the rights to the use of such data.

3. Confidential information and copyright

At all times will the information from the DATA SET remain the property of MOTOPRIX and LICENSEE needs to make sure that the copyrights are not violated at any time. LICENSEE may only process and publish the information during the license period. Any form of copying, distributing, publishing or processing is prohibited. LICENSEE will be held responsible should any of the confidentiality or copyright rules be violated. LICENSEE will take the necessary precautions to prevent unauthorised access or publication of the DATA SET on any of their systems or media.

4. Data Retention

The DATA SET sourced by MOTOPRIX and any data derived from that may not be stored on any system under the ownership or under control of LICENSEE or any other party. Nor may it reside on any backup media after the period of this agreement. All instances of the DATA SET that are used to support the production of LICENSEE's publication must be destroyed on completion of LICENSEE's production process, at the latest at the end of the period of this agreement. Only when the subject of the agreement concerns a printed production that has been generated using the PRICESTORY, is LICENSEE entitled to retain copies of this production as long as this production is not re-issued as historical reference material. Any requirement for reusing the DATA SET will be subject to a new license agreement.

5. Limitation of liability

MOTOPRIX is committed to deliver only the best possible information, however from time to time inaccuracies may occur in the DATA SET, this may be due to errors in the data processing or in the source information. MOTOPRIX delivers the information "as is" and can not be held liable for damages of whichever nature, financial losses or other negative results caused by the use of the DATA SET or any software. Under no circumstances can MOTOPRIX be held liable nor can a redemption be demanded for damages or financial losses due to the temporarily or permanent interruption of the delivery of data, software or service during the period of this agreement.

6. Maintenance of the data

MOTOPRIX will attempt to maintain its DATA SET in line with its general data processing operation but cannot guarantee timely delivery nor completeness of the data available to LICENSEE.

7. Contents of the database

The list of available data items consists of those that MOTOPRIX deems necessary for use within the boundaries of the product and the markets to be covered.

8. Compulsory notices

Where applicable, all pages printed or displayed via any other media will contain a copyright notice and disclaimer notice. Wherever this could apply LICENSEE will take upon them to caution the users of the information about the ruling disclaimers and copyright notices.

9. Cancellation of delivery

MOTOPRIX is entitled to terminate this agreement at its sole discretion at any time, with immediate effect, without prior notice and without being held liable for any damages resulting from this cancellation.

10. Exclusive use of data

Within this agreement LICENSEE has no exclusive rights to the use to any of the data contained in the DATA SET.

11. Carry over of ownership

Parties are not entitled to carry over their rights nor commitments achieved by this agreement to any third party without prior written consent of the other party.

12. Annulment

Any clause in this agreement that would not be in compliance with a legal requirement or an emergency law, is considered annulled, but will not affect the legality of the entire agreement. Contrary both parties will aim to replace the annulled clause with a new one of similar economic value.

13. Authority and applicable law

This agreement resides under the law system of the European Union. In case of dispute only the courts in the territory of the European Union will be authorised to rule over any dispute related to this agreement.

Agreement established between MOTOPRIX and LICENSEE for the period of 14 days commencing the moment LICENSEE or any of their users logs into the application. LICENSEE confirms to have read this agreement and been given the opportunity to retain a copy of it for their reference.

For MOTOPRIX

Firstname Surname
Director

date

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signature

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For LICENSEE

Acme Bike Corp. Inc.
Firstname Surname
Position

date

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signature

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