KAWASAKI MOTORS CORP., U.S.A.  
WEBSITE LINKING AGREEMENT

This WEBSITE LINKING AGREEMENT (this “Agreement”) is made and entered into as of the date set forth on the signature page hereto (the “Effective Date”) by and between KAWASAKI MOTORS CORP., U.S.A., a Delaware corporation (“KMC”), and the party whose name, status and address are set forth on the signature page hereto (“Licensee”).

R E C I T A L S

A. KMC operates the Internet site more particularly described on the signature page hereto (the “KMC Site”) which, among other things, contains certain trademarks, service marks, logotypes and other identifying symbols (collectively, the “KMC Marks”) adopted and used from time to time by KMC in connection with the distribution, marketing and sale of Kawasaki brand products and related parts and accessories.

B. Licensee operates an Internet site more particularly described on the signature page hereto (the “Licensee Site”) and desires to use one or more of the KMC Marks to maintain a graphical link on the Licensee Site which users of the Licensee Site can click to move to the KMC site.

NOW, THEREFORE, in consideration of the promises and mutual covenants and agreements set forth herein, the parties hereto hereby agree as follows:

1. License to Use KMC Marks. KMC grants Licensee a nonexclusive license to reproduce and publicly display those KMC Marks identified on the signature page hereof (the “Licensed Marks”) on the Licensee Site for the purpose of effecting a hyperlink from the Licensee Site to the KMC Site homepage or other portion thereof approved in writing by KMC.

1.1 Graphical Requirements. The Licensed Marks shall be displayed only on the Licensee Website and only in compliance with the KMC Graphics Policy, a copy of which has been provided to Licensee. Licensee acknowledges that the KMC Graphics Policy is subject to provision from time to time, and each such revision shall be effective as to Licensee immediately upon Licensee’s receipt of a copy thereof.

1.2 Licensee Site Content. Licensee acknowledges that the license provided by this Section 1 is granted based upon the content of the Licensee Site on the Effective Date. Licensor may terminate such license and this Agreement if Licensee materially alters the content or structure of the Licensee Site without the prior written consent of Licensor.
1.3 **Link Appearance.** Licensee shall place the Licensed Marks on that portion of the Licensee Site so that the Licensed Marks are immediately visible by a user when loaded in a commonly available web browser on a standard VGA monitor at 640 by 480 resolution when the browser is running in full screen configuration. In such configuration, the Licensed Marks shall be not less than ______ pixels by ______ pixels in size. The Licensed Marks must appear by themselves, with a minimum spacing of 25 pixels between the Licensed Marks and any other graphic or textual linking elements on the Licensee Site. The Licensed Marks may not be the most prominent element on the webpage on which they appear. When clicked by a user’s mouse, the Licensed Marks appearing at the Licensee Site must move the user from the Licensee Site to the KMC Site.

1.4 **Prohibited Uses.** Licensee may not display the Licensed Marks in any manner that implies a relationship or affiliation with, sponsorship or endorsement by KMC, or that can be reasonably interpreted to suggest editorial content has been authored by, or represents the views or opinions of, KMC or KMC personnel. Licensee may not use any of the Licensed Marks in a manner that is misleading, defamatory, infringing, libelous, disparaging, obscene or otherwise objectionable to KMC, or dilutive or impairing of the rights of KMC in its trademarks or logos, in KMC’s sole opinion.

1.5 **No Copying.** Licensee’s license only permits linking to but not replication of content of the KMC site. Licensee may not frame or mirror any page of the KMC Site, including without limitation the page that appears in response to a click on the link between the Licensee Site and the KMC Site. Licensee may display the KMC Site content in a separate browser window, but may not create a border environment around such content or launch such content in a frame within content of the Licensee Site.

1.6 **Retention of Rights.** Except as expressly licensed under this Agreement, KMC retains all rights in the KMC Site, the KMC Marks and the copyrights and other intellectual property rights of KMC.

2. **Licensee Representations and Warranties.** Licensee represents, warrants covenants and agrees that on the Effective Date and during the term of this Agreement:

   (a) Licensee has the right to enter into this Agreement, and this Agreement does not conflict with any other agreement or obligation by which Licensee is bound.

   (b) The Licensee Site does not violate the rights of any third parties in any jurisdiction, including without limitation any copyright, trademark, trade secret, privacy, publicity or other rights.

   (c) The Licensee Site does not violate the laws, statutes or regulations of any jurisdiction.
(d) The Licensee Site does not include any material which is harmful, pornographic, abusive, hateful, obscene, threatening or defamatory or which encourages illegal activity or racism or promotes software or services which deliver unsolicited e-mail.

(e) The Licensee Site does not contain links to sites displaying the type of material described in Section 2(d) above through a single connection.

(f) Licensee shall indemnify, defend and hold harmless KMC, its officers, directors, employees and agents, from and against any and all claims, actions or demands, including without limitation reasonable legal and accounting fees alleging or resulting from the breach of any of the warranties contained in this Section 2. KMC shall provide notice to Licensee promptly after receipt of any such claim, suit or proceeding and shall assist Licensee, at Licensee’s expense, in defending any such claim, suit or proceeding.

3. Limitations.

3.1 Warranty Disclaimer. KMC makes no warranties, expressed or implied, including without limitation any implied warranties of merchantability, fitness or infringement, with respect to the KMC Site.

3.2 Limitation of Liability. In no event shall KMC be liable to Licensee for any special, consequential, incidental or indirect damages, however caused and under any theory of liability arising out of this Agreement, whether or not KMC was advised of the possibility of such damages.

4. Term and Termination.

4.1 Term. The initial term of this Agreement shall commence on the Effective Date, shall continue until the first anniversary of the Effective Date and shall thereafter be automatically renewed for successive consecutive one (1) year terms until either party hereto notifies the other, no later than thirty (30) days prior to the commencement of the next ensuing one (1) year term, of its desire to terminate this Agreement (the “Term”).

4.2 Breach. Either party may terminate this Agreement upon written notice to the other party if such other party is in material breach of this Agreement and such breach is not cured within thirty (30) days after written notice is provided to the breaching party.

4.3 Consequences of Termination. Upon termination of this Agreement, (a) Licensee shall immediately cease all use of the KMC Marks and shall discontinue any other graphical, textual or other form of linking to the KMC Site, (b) Licensee’s indemnity obligation under Section 2(f) hereof shall continue in effect and (c) neither party shall thereafter have any further obligation to the other party under this Agreement.
5. General Provisions.

5.1 Website Responsibility. Subject to the terms and conditions of this Agreement, each party shall be solely responsible, at its own expense, for the hosting and management of the content of its own website. Each party shall review, delete, edit, create, update and otherwise manage all content and services available on or through its own website, subject only to the restrictions set forth in this Agreement.

5.2 Independent Contractors. Neither party to this Agreement is the partner, joint venturer or representative of the other party. Neither party shall have any right, power or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other party.

5.3 Arbitration. The parties agree to submit any dispute arising out of or in connection with this Agreement to binding arbitration in Orange County, California, before the American Arbitration Association pursuant to the provisions of this Section 5.3 and, to the extent not inconsistent with this Section 5.3, the Commercial Arbitration Rules of the American Arbitration Association. The parties agree that such arbitration will be in lieu of either party’s rights to assert any claim, demand or suit in any court action, provided that either party may elect either binding arbitration or a court action seeking injunctive relief to terminate any violation by the other party of any proprietary rights, including without limitation any trade secrets, copyrights or trademarks. Any arbitration shall be final and binding, and the arbitrator’s order will be enforceable in any court of competent jurisdiction.

5.4 Governing Law; Venue. The validity, construction and performance of this Agreement shall be governed by the laws of the State of California, not including its conflicts of law principles, and all claims and/or lawsuits in connection with this Agreement must be brought in the state or federal courts of Orange County, California.

5.5 Notices. All notices and other communications under this Agreement shall be given in writing and shall be deemed to have been delivered and given for all purposes (a) on the delivery date if delivered by electronic mail, (b) on the delivery date if delivered personally to the party to whom the same is directed, (c) two (2) business days after deposit with a commercial overnight carrier, with written verification of receipt or (d) three (3) business days after the mailing date, whether or not actually received, if sent by U.S. mail, return receipt requested, postage and charges prepaid, or any other means of rapid mail delivery for which a receipt is available, to the address of the party to whom the same is directed as set forth below the respective signatures of the parties hereto.

5.6 No Waiver. The failure of either party to insist upon or enforce strict performance by the other party of any provision of this Agreement or to exercise any right under this Agreement shall not be construed as a waiver or relinquishment to any
extent of such party’s right to assert or rely upon any such provision or right in that or any other instance.

5.7 **Entire Agreement.** This Agreement sets forth the entire agreement and supersedes any and all prior agreements, written or oral, of the parties with respect to the matters set forth herein, and no change, amendment or modification of any provision of this Agreement shall be valid unless set forth in a written instrument signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate as of the _____ day of _____________, ___.

**LICENSEE**

______________________  KAWASAKI MOTORS CORP., U.S.A.
______________________  9950 Jeronimo Road
______________________  Irvine, California  92618-2084

SIGNATURE: ______________________  SIGNATURE: ______________________
POSITION/TITLE: ____________________  POSITION/TITLE: ____________________
DATED: __________________________  DATED: __________________________

**LICENSEE SITE:** ___________________  **KMC SITE:** ________________________

☐ Corporation  ☐ Limited Liability Company  ☐ Partnership

☐ Individual

This Agreement shall be executed on behalf of Licensee by the owner in case of a sole proprietorship, by a manager in case of a limited liability company, by a general partner in case of a partnership, or by a duly authorized officer in case of a corporation, showing the position or title of person signing.

Licensed Marks:  _________________________________________________________
_______________________________________________________________________

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