

**Battery Council International**  
**Shipping Statistics Program Subscription**  
**License Agreement**

**IMPORTANT – Read carefully before downloading, copying, or using the data for this Subscription. You may not access or use the data to which this applies unless you agree to all of the terms and conditions of this Subscription License Agreement.**

**BY COMPLETING THE LICENSE REGISTRATION FORM (AS DEFINED BELOW) OR USING ANY PART OF THE BCI LICENSED PROPERTY (AS DEFINED BELOW), YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, THAT YOU UNDERSTAND IT AND ITS TERMS AND CONDITIONS, AND THAT YOU AND YOUR EMPLOYEES AGREE TO BE BOUND LEGALLY BY IT AND ITS TERMS AND CONDITIONS.**

This Subscription License Agreement is a legal and binding agreement between Battery Council International (“BCI”) and the Subscriber entity by which you are employed or which you represent, or if you do not designate an entity in connection with a Subscription (as defined below) purchase or renewal, you individually, (either of the foregoing, the “Subscriber”) regarding the use of the BCI Licensed Property (as defined below). It consists of the terms and conditions below, as well as the Application Form (the “Application” and collectively the “Agreement”) regarding the BCI Licensed Property. The Agreement is effective on the date BCI provides you with Confirmation of your Subscription to the BCI Licensed Property or the date on which your Subscription is renewed, as applicable. BCI reserves the right to verify eligibility of the Subscriber at any time and suspend access to the BCI Licensed Property if eligibility requirements are not met.

**1. Definitions**

“BCI” means Battery Council International.

“BCI Licensed Property” means the sales and shipping trends data and reports offered by BCI.

“BCI Marks” means the Battery Council International trademark, and any other mark held or owned by BCI or in which BCI holds an interest.

“BCI Member” means an entity or individual that is a member of BCI in good standing and that maintains membership with BCI throughout the Term of this Agreement.

“Authorized Contractor” means an individual or entity that: (i) is engaged by the Subscriber to create Derivative Works of the BCI Licensed Property; and (ii) has executed a Limited Use License Agreement with BCI.

“Authorized User” means any individual or employee affiliated with the Subscriber who has a need to access and use the BCI Licensed Property for the performance of their legitimate work responsibilities.

“Confidential Information” means all non-public or proprietary information of BCI, whether disclosed or accessed in written, electronic, or other form or media, or that, by the nature of the circumstances surrounding the disclosure, ought to be treated as proprietary or confidential, including but not limited to: (i) all information concerning BCI’s Licensed Property or any of BCI’s products, services, finances, internal practices, technical information, inventions, business, ideas, methods, discoveries, trade

secrets, designs, specifications, documentation, components, source code, object code, images, icons, audiovisual components and objects, schematics, drawings, protocols, processes and other visual depictions, know-how and other Intellectual Property; and (ii) all notes, analyses, compilations, reports, forecasts, studies, samples, data, statistics, summaries, interpretations and other materials that contain, reflect or are derived from, in whole or in part, any of the foregoing.

“Data Contributor” means a BCI Member that has contributed data included in the BCI Licensed Property.

“Derivative Works” means: (i) any databases, software programs or applications, or other data compilations and copies thereof, which are developed by the Subscriber and which are based on or incorporate any part of the BCI Licensed Property, including without limitation any revision, modification, translation (including compilation or recapitulation by computer), abridgment, condensation, expansion, or any other form in which the BCI Licensed Property may be recast, transformed or adapted; and (ii) all information, output, notes, analyses, compilations, reports, forecasts, studies, samples, data, statistics, summaries, interpretations and other materials that contain, reflect or are derived from the BCI Licensed Property or the Derivative Works or any of the foregoing (in whole or in part).

“Effective Date” means the date Subscriber accepts this Agreement as set forth herein.

“Intellectual Property” means all trade secrets, patents, trademarks (registered or unregistered, including any goodwill in such trademarks), service marks, tradenames, copyrights, database rights, design rights, Confidential information, and all other Intellectual Property rights that may subsist anywhere in the world.

“Internal Business Use” means use of the BCI Licensed Property or the Derivative Works for use within the Subscriber’s business or organization by Authorized Users only, and expressly excludes commercial use.

“License Registration Form” means the registration form which Subscriber must complete and submit prior to the grant of Licenses hereunder, which designate the type of Licenses to which Subscriber wishes to subscribe as set forth in this Agreement.

“Receiver” means any Third Party that receives, directly or indirectly, information, output, notes, analyses, compilations, reports, forecasts, studies, samples, data, statistics, summaries, interpretations and other materials that contain, reflect or are generated or derived from the Derivative Works or BCI Licensed Property (in whole or in part).

“Subscriber” means the corporate entity or, if not an entity, the individual named on the Application.

“Subscription” means the rights to the use of the BCI Licensed Property as set forth in this Agreement.

“Term” means a calendar year starting on January 1 of such year.

“Territory” means the states or countries the Subscriber is authorized to do business worldwide.

“Third Party” means any person or entity that is not a party to this Agreement, including clients, end users, contractors, and Receivers.

## **2. LICENSE**

2.1 License Requirements. Subscriber acknowledges and agrees that the licenses (“Licenses”) granted to Subscriber pursuant to this Agreement are contingent on the eligibility of the Subscriber, determined solely by BCI, and only available to Subscribers that meet one of the following License requirements (“License Requirements”):

- i. Contributor License: The Subscriber is a Data Contributor for the development and exploitation of the BCI Licensed Property and wishes to license BCI Licensed Property.
- ii. Supplier Member License: The Subscriber is a BCI Member that holds a Supplier membership in BCI and that is ineligible to contribute data as a Data Contributor, or who possesses no data eligible for inclusion in the BCI Licensed Property.
- iii. Associate Member License: The Subscriber is a BCI Member that holds an Associate membership in BCI and that is ineligible to contribute data as a Data Contributor, or who possesses no data eligible for inclusion in the BCI Licensed Property.

2.2 Subscriber Representations/Acknowledgements. Subscriber represents and warrants that (i) all information submitted by Subscriber in the License Registration Form is true, accurate and complete, and (ii) Subscriber does and will continue to meet the License Requirements applicable to the Licenses desired by Subscriber. Subscriber shall promptly notify BCI of any change in circumstances (but in no event more than three days following such change) which results in Subscriber no longer meeting the License Requirements for the Licenses granted under this Agreement. Under such circumstances, the Licenses granted under this Agreement shall terminate and Subscriber may apply for Licenses under different License Requirements. In the event BCI determines that Subscriber no longer meets the relevant License Requirements and without limiting any other rights set forth in this Agreement, BCI may immediately terminate this Agreement and the Licenses granted hereunder.

2.3 License Grant. Conditioned on Subscriber’s compliance with the terms and conditions of this Agreement (including, without limitation, Subscriber’s payment of applicable fees pursuant to Section 8 below), this Agreement provides Subscriber with a limited, revocable, non-exclusive, non-transferrable, non-assignable license to: (i) access and use the BCI Licensed Property for Internal Business Use by Authorized Users only; (ii) create printouts of output from the BCI Licensed Property for Internal Business Use by Authorized Users only; and (iii) create Derivative Works by combining information, data records, files, or other materials (which do not already contain any information, materials, or data of BCI) with the BCI Licensed Property provided that any and all use of the BCI Licensed Property alone or in connection with the Derivative Works is by Authorized Users for Internal Business Use only and for the purposes of querying the BCI Licensed Property to identify a particular output and not for copying or otherwise making available the BCI Licensed Property or the Derivative Works, in whole or in part, to Third Parties. If the Subscriber hires a Third Party to create Derivative Works, then, prior to the commencement of work or services provided by the Third Party: (i) the Subscriber must disclose the name and contact information of the Third Party to BCI; (ii) provide BCI with a copy of the agreement between the Subscriber and the Third Party regarding the creation of the Derivative Works by the Third Party; (iii) the Third Party must be an Authorized Contractor by entering into a Limited Use License Agreement with BCI. Subscriber shall not use the BCI Licensed Property or the Derivative Works outside the scope of this license.

2.4. Distribution License. Subject to the terms and conditions of this Agreement, BCI hereby grants to Subscriber, during the Term, and Subscriber hereby accepts, a limited, revocable, non-transferable, non-exclusive license and right, within the Territory, to distribute the BCI Licensed Property and the Derivative Works only to Authorized Users for Internal Business Use only under the terms of this Agreement. BCI reserves the right, at any time, to request a complete and accurate report setting forth the identity of all Authorized Users of the BCI Licensed Property and the Derivative Works.

2.5. Restrictions. Except as expressly provided above, Subscriber may not modify, alter, comingle, merge, translate, decompile, distribute, disassemble, reverse engineer, benchmark, broadcast, transmit, reproduce,

attempt to examine the source code for, publish, license, sub-license, transfer, sell, resell, exploit, rent, timeshare, outsource, provide on a service bureau basis, lease, grant a security interest in, transfer any right(s) in, or otherwise use in any manner not expressly permitted herein, the BCI Licensed Property, the Derivative Works, or any part thereof. In addition, Subscriber may not remove or alter any Proprietary Notice on the BCI Licensed Property or the Derivative Works. All rights not expressly granted to Subscriber herein are hereby reserved by BCI, and Subscriber expressly acknowledges and agrees that other than to the extent expressly permitted under this Section 2, Subscriber is expressly prohibited from reselling, distributing, or providing the BCI Licensed Property or the Derivative Works to Third Parties that are not Authorized Users.

### **3. BCI TRADEMARKS; DATA CONTRIBUTORS**

3.1. Restrictions. Subscriber shall not use the BCI Marks or any of BCI's trademarks in any manner without BCI's prior written consent. Without limiting the generality of the foregoing, Subscriber shall not use the BCI Marks (i) in connection with the advertising, promotion, marketing or distribution of any goods, services, products, software, technologies, or the Derivative Works; (ii) as part of the Subscriber's corporate or trade name or any domain name; (iii) in any way that is likely to cause confusion, mistake, or deception; (iv) in any way that may dilute, tarnish, or otherwise diminish the BCI Marks' distinctiveness, or jeopardize the reputation of or goodwill associated with the BCI Marks or the validity or BCI's ownership of the BCI Marks or the registrations therein; or (v) to directly or indirectly engage in any unfair, unethical, misleading, or deceptive acts or practices that are or might be detrimental to the public or the goodwill or reputation of BCI, the BCI Licensed Property, BCI's products, services, or Intellectual Property, including any dissemination, display, or use of any false, misleading or deceptive representations, depictions, or materials for or in connection with any advertising, promotion, marketing, or in connection with the Derivative Works. BCI reserves the right, at any time, and without notice, to terminate this Agreement for any reason, or to modify, suspend, terminate, or interrupt operation of or access to the BCI Licensed Property, or any portion thereof, for any reason or to protect the BCI Licensed Property, BCI's Intellectual Property, rights or business, and BCI's trademarks and BCI Marks.

3.2. Subscriber shall not use, register, or attempt to register in any jurisdiction any trademark, service mark, or trade name that is identical to or confusingly similar to any of BCI's trademarks. If Subscriber acquires any rights in any mark that is identical or confusingly similar to any of BCI trademarks, by operation of law or otherwise, Subscriber shall and does hereby assign, at no additional cost, all such rights to BCI and its successors, together with all associated goodwill in and applications and registrations for such mark.

3.3. Subscriber acknowledges and agrees that the BCI Licensed Property includes content and data (the "Underlying Data") supplied by Data contributors and that the Data contributors and not BCI are responsible for the accuracy and provenance of the Underlying Data included in the BCI Licensed Property.

**4. USER OBLIGATIONS.** By accessing, or using the BCI Licensed Property in order to view any information and materials, Subscriber represents that the person agreeing to this Agreement is at least eighteen (18) years of age and will, at all times, provide true, accurate, current, and complete information when submitting information or materials in connection with Subscriber's use of the BCI Licensed Property, including, without limitation, the information provided on Subscriber's Application submitted on behalf of the Subscriber by whom you are employed and represent or named on the Application. You represent that you are authorized to bind and accept this Agreement on behalf of the Subscriber. If you provide any false, inaccurate, untrue, or incomplete information, BCI reserves the right to immediately terminate Subscriber's access and use of the BCI Licensed Property. By downloading, accessing, and/or using the BCI Licensed Property, you also represent that Subscriber agrees to abide by all applicable laws and regulations with respect to Subscriber's use of the BCI Licensed Property and that such use will not be for any unfair, harassment, or deceptive purposes. BCI assumes no responsibility or liability for any claims that may result directly or indirectly from any communications or interactions Subscriber engages in by using the BCI Licensed Property.

**5. AUDIT RIGHTS.** Subscriber agrees to maintain complete and accurate records of all Authorized Users with access to the BCI Licensed Property or the Derivative Works. BCI has the right to inspect or audit these records to verify statements of Subscriber and verify that all users of the BCI Licensed Property or the Derivative Works are Authorized Users. Within seven (7) days of receiving BCI's written request, Subscriber will provide a full and accurate report that identifies all users with access to the BCI Licensed Property or the Derivative Works. BCI reserves the right to suspend Subscriber's access to the BCI Licensed Property at any time for any reason or if Subscriber does not provide complete and accurate records identifying all users of the BCI Licensed Property or the Derivative Works.

**6. USERNAME HANDLING POLICY.** Subscriber of the BCI Licensed Property requires both a username and a password (provided by BCI) and access privileges or rights with respect to the BCI Licensed Property shall be determined by BCI in accordance with this Agreement. Subscriber should consider its username and password as Confidential Information. Doing so ensures that only the Subscriber will be able to access its account through the BCI Licensed Property. Accordingly, by using the BCI Licensed Property, Subscriber agrees to keep its username and password confidential. Subscriber also agrees not to use another Third Party's username and password. Subscriber will immediately notify BCI if it becomes aware of any loss or theft of Subscriber's password or any unauthorized use of its username and password. BCI cannot and will not be liable for any loss or damage arising from Subscriber's failure to comply with these obligations. BCI reserves the right to delete or change a password at any time and for any reason. Subscriber shall insure that all Authorized Users with access to the BCI Licensed Property under this Agreement have reviewed the terms of this Agreement and have agreed, in writing, to abide by the terms of this Agreement.

**7. OWNERSHIP.** BCI has and retains all ownership, right, title, and interest in and to the BCI Licensed Property, and to all programs, software, databases, information, documentation, Confidential Information and Intellectual Property associated with the BCI Licensed Property. BCI shall retain all ownership, right, title, and interest in and to any portion of Derivative Works which contain, present, or rely on the BCI Licensed Property. Subscriber has no ownership interest in the BCI Licensed Property or to any portion of Derivative Works which contain, present, or rely on the BCI Licensed Property. Subscriber's ownership rights, if any, are limited solely to Subscriber's information, data records, files, or other materials which do not contain any information, materials, data, Confidential Information or Intellectual Property of BCI.

**8. TERM; PAYMENT TERMS.** Subscriber acknowledges and agrees to pay the applicable fee(s) specified in Attachment A for each year during the Term. Subscriber will only be eligible for BCI Member rates if it is a BCI Member during the Term. If Subscriber elects a subscription option available to BCI Members and Subscriber ceases to be a BCI Member at any time during the Term, Subscriber's subscription will automatically be converted to a non-member license only. Subscriber's subscription to the

BCI Licensed Property may be automatically renewed after the Term by agreeing to BCI's current terms and conditions of the Subscription for Non-Software Developers and paying the applicable fees.

**9. CONFIDENTIALITY.** Subscriber acknowledges and agrees that the BCI Licensed Property and/or the Derivative Works contains Confidential Information. Accordingly, Subscriber agrees to secure and protect the confidentiality of the Confidential Information in a manner consistent with the maintenance of BCI's rights therein, and employ at least the same degree of care as Subscriber uses to maintain its own confidential information of a similar nature, but in no event using less than reasonable efforts. Subscriber shall not, nor permit any Third Party to, sell, transfer, publish, disclose, or otherwise make available any portion of the Confidential Information, except as expressly authorized in this Agreement.

**10. SECURITY.** Subscriber shall not, nor shall Subscriber permit any Third Party to, disable, circumvent, or otherwise avoid any security device, mechanism, protocol, or procedure established by BCI for use of the BCI Licensed Property. BCI reserves the right at any time, and without notice, to modify, suspend, terminate, or interrupt operation of or access to the BCI Licensed Property, or any portion thereof, in order to protect the BCI Licensed Property or BCI's rights or business. Subscriber will immediately notify BCI if it becomes aware of any unauthorized use of the BCI Licensed Property or the Derivative Works.

**11. WARRANTY DISCLAIMER.** THE BCI LICENSED PROPERTY AND ANY ASSOCIATED INFORMATION, SERVICES, PROGRAMS, PRODUCTS, AND MATERIALS ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT AS WELL AS ANY WARRANTY RELATED TO THE USE, OR THE RESULTS OF THE USE, OF THE BCI LICENSED PROPERTY IN TERMS OF AVAILABILITY, ACCURACY, SECURITY, RELIABILITY, OR OTHERWISE. NEITHER BCI NOR ANYDATA CONTRIBUTORS WARRANT THAT THE BCI LICENSED PROPERTY WILL OPERATE ERROR-FREE, UNINTERRUPTED, OR IN A MANNER THAT WILL MEET YOUR REQUIREMENTS. THE ENTIRE RISK AS TO THE AVAILABILITY, QUALITY, AND PERFORMANCE OF THE BCI LICENSED PROPERTY IS WITH SUBSCRIBER.

**12. LIMITATION OF LIABILITY.** BCI SHALL NOT BE LIABLE FOR ANY CLAIM OF HARM RESULTING FROM A CAUSE BEYOND BCI'S CONTROL, INCLUDING, BUT NOT LIMITED TO, FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT OR COMMUNICATION LINES, TELEPHONE OR OTHER CONNECTION PROBLEMS, COMPUTER VIRUSES, UNAUTHORIZED ACCESS, THEFT, OPERATOR ERRORS, SEVERE WEATHER, EARTHQUAKES, OR NATURAL DISASTERS, STRIKES, OR OTHER LABOR PROBLEMS, WARS, OR GOVERNMENTAL RESTRICTIONS. MOREOVER, SUBSCRIBER AGREES THAT IN NO EVENT SHALL BCI BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THE BCI LICENSED PROPERTY OR DERIVATIVE WORKS, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, AND EVEN IF BCI HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. WITHOUT LIMITATION OF THE FOREGOING, TOTAL LIABILITY OF BCI OR THE DATA CONTRIBUTORS FOR ANY REASON WHATSOEVER RELATED TO USE OF THE BCI LICENSED PROPERTY AND DERIVATIVE WORKS OR ANY CLAIMS RELATING TO THIS AGREEMENT OR THE BCI LICENSED PROPERTY SHALL NOT EXCEED \$5,000.00 (USD) IN THE AGGREGATE.

**13. INDEMNITY.** Subscriber agrees to defend, indemnify, and hold harmless BCI and its board of directors, committee members, members, affiliates, employees, licensors, agents, directors, officers, partners, representatives, shareholders, attorneys, successors, and assigns from and against any and all claims, proceedings, damages, injuries, liabilities, losses, costs, and expenses (including reasonable

attorneys' fees and litigation expenses), relating to or arising from Subscriber's use, or Subscriber's Authorized Users use of the BCI Licensed Property and Derivative Works and any breach of this Agreement by Subscriber or Subscriber's Authorized Users. Subscriber shall use reasonable efforts to cooperate with BCI in defense of any claim, and Subscriber acknowledges and agrees that BCI reserves the exclusive right, in its sole discretion, to participate in any claim and assume, at Subscriber's sole expense or such other cost sharing arrangement agreeable to BCI, the control, defense, and/or settlement of any matter otherwise subject to this indemnification obligation.

**14. GOVERNING LAW.** This Agreement has been made in and will be construed and enforced solely in accordance with the laws of the United States of America and the State of Maryland, U.S.A. as applied to agreements entered into and completely performed in the State of Maryland. For any disputes between the parties under or arising out of this Agreement, the parties agree that jurisdiction shall be in the courts of the State of Maryland. The parties also acknowledge and agree that any state law implementation of the Uniform Computer Information Transactions Act (including any available remedies or laws) shall not apply to this Agreement and is hereby disclaimed. Moreover, the parties agree that no action or proceeding may be brought arising from this Agreement more than four (4) years after such claim first arose.

**15. TERMINATION.** This Agreement will terminate automatically if Subscriber fails to comply with any of the terms and conditions described herein, including by exceeding the scope of the Licenses or failing to pay in a timely manner any applicable fees, charges, or costs. BCI reserves the right to terminate this Agreement for any reason without notice. Upon termination or expiration, Subscriber must return, destroy, or delete from its system all copies of the BCI Licensed Property (and any associated materials and data) in its possession. In addition to the clause 16 below, the provisions concerning BCI's ownership rights in its Confidential Information and Intellectual Property, confidentiality, indemnity, disclaimers of warranty, limitation of liability, termination, and governing law will survive the termination or expiration of this Agreement for any reason.

**16. MISCELLANEOUS.** Subscriber acknowledges that any breach, threatened or actual, of this Agreement will cause irreparable injury to BCI, such injury would not be quantifiable in monetary damages, and BCI would not have an adequate remedy at law. Subscriber acknowledges, and accepts in full, liability for the conduct of Authorized Users that result in breach of this Agreement. Subscriber therefore agrees that BCI and/or its licensors shall be entitled, in addition to other available remedies, to seek and be awarded an injunction or other appropriate equitable relief from a court of competent jurisdiction restraining any breach, threatened or actual, of Subscriber's obligations under any provision of this Agreement. Accordingly, Subscriber hereby waives any requirement that BCI post any bond or other security in the event any injunctive or equitable relief is sought by or awarded to BCI to enforce any provision of this Agreement. The parties agree that this Agreement is for the benefit of the parties hereto as well as BCI's licensors with respect to enforcing rights in such licensors' Intellectual Property or data. This Agreement is personal to Subscriber, and Subscriber may not assign its rights or obligations to any Third Party without BCI's prior written consent. Failure by BCI to insist on strict performance of any of the terms and conditions of this Agreement will not operate as a waiver by BCI of that or any subsequent default or failure of performance. A printed version of this Agreement and of any related notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. If any provision (or part thereof) contained in this Agreement is determined to be void, invalid, or otherwise unenforceable by a court of competent jurisdiction or on account of a conflict with an applicable government regulation, such determination shall not affect the remaining provisions (or parts thereof) contained herein. Subscriber and BCI are independent contractors. No joint venture, partnership, employment, or agency relationship exists between Subscriber and BCI as result of this Agreement or Subscriber's utilization of the BCI Licensed Property, and

Subscriber shall have no right to bind BCI without its prior written permission. Headings herein are for convenience only.

**17. ENTIRE AGREEMENT.** This Agreement represents the entire agreement between Subscriber and BCI with respect to using the BCI Licensed Property as a registered subscriber, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between Subscriber and BCI with respect to the BCI Licensed Property. Unless otherwise agreed to by BCI, BCI reserves the right to change the terms and conditions of this Agreement and under which the BCI Licensed Property is extended to Subscriber at any time by providing Subscriber in writing or electronically a copy of such revised terms. BCI may also change any aspect of the BCI Licensed Property. Subscriber's continued use of the BCI Licensed Property will be conclusively deemed acceptance of any change to this Agreement or the BCI Licensed Property.

**18. NO THIRD-PARTY RIGHTS.** This Agreement is by and between BCI and Subscriber and all obligations, duties, responsibilities and benefits hereunder are only enforceable by the parties hereto. Any rights of Third Parties to enforce this Agreement or any term hereof is hereby excluded.

**19. NOTICE.** Notices must be in writing and will be treated as delivered on the date received at the address, date shown on the return receipt, email transmission date, or date on the courier or fax confirmation of delivery. Notices to Subscriber will be sent to the address that identified on the account or Application. BCI may send notices and other information to Subscriber by email or other electronic form. Notices to BCI must be sent by certified or registered U.S. mail to the following address: Auto Care Association, Attn: Technology & Standards Department, 7101 Wisconsin Ave, Bethesda, Maryland, 20814.

**20. DISPUTE RESOLUTION.** All claims and disputes arising under or relating to this Agreement which are not settled by the parties within sixty (60) days after notice of breach is first given by either party to the other will be exclusively and finally settled by binding arbitration in the state of Maryland under the American Arbitration Association Commercial Arbitration Rules. The arbitration shall be conducted on a confidential basis pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Each party shall pay for and bear the costs of its own experts, evidence, and legal counsel, and its own pro rata share of the cost of arbitration. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs, expenses, and reasonable attorneys' fees. An award of arbitration may be confirmed in a court of competent jurisdiction.

## ATTACHMENT A

BCI's Shipping Statistics Program - will provide unit indexing for the following list of categories sold by participating Data Contributors. The Parties acknowledge that all Data Contributors may not sell all of the listed products:

Channels: Total channel - identified as total North American market.

Product Subset Reports:           a) SLI, Powersport, and SSLA Shipments Reports  
  b) Industrial and Motive Power Shipments Reports

Reports: Except for Subscribers whose subscription is terminated by BCI pursuant to clause 15, Subscriber shall be entitled to receive reports presenting data collecting periods during the Term of Subscriber's subscription, including reports published after the termination of Subscribers license agreement. The terms and conditions of this agreement, including but not limited to clause 16, the provisions concerning BCI's ownership rights in its Confidential Information and Intellectual Property, confidentiality, indemnity, disclaimers of warranty, limitation of liability, termination, and governing law will shall apply in full force as to any reports delivered after such termination.

Reported Time Periods: 1-month ending and 12-month ending

Data Delivery: Monthly, upon availability.

Fees:

- Contributor License                   No annual Fee;
- Supplier Member License           \$1,500 annual Fee;
- Associate Member License         \$5,000 annual Fee