

House _____ Amendment NO. _____

Offered By

1 AMEND Senate Substitute for Senate Bill No. 1298, Page 17, Section 307.010, Line 20, by
2 inserting after all of said section and line the following:

3
4 "407.645. 1. As used in this section, the following terms mean:

5 (1) "Authorized repair provider", an individual or business who has an arrangement with the
6 original equipment manufacturer under which the original equipment manufacturer grants to the
7 individual or business a license to use a trade name, service mark, or other proprietary identifier for
8 the purposes of offering the services of diagnosis, maintenance, or repair of a motorcycle under the
9 name of the original equipment manufacturer, or other arrangement with the original equipment
10 manufacturer to offer such services on behalf of the original equipment manufacturer. An original
11 equipment manufacturer who offers the services of diagnosis, maintenance, or repair of its own
12 motorcycle and who does not have an arrangement with an unaffiliated individual or business shall
13 be considered an authorized repair provider with respect to motorcycles;

14 (2) "Documentation", any manual, diagram, reporting output, service code description,
15 schematic diagram, security codes, passwords, or other guidance or information used in effecting the
16 services of diagnosis, maintenance, or repair of a motorcycle;

17 (3) "Fair and reasonable terms", making available parts, tools, or documentation as follows:

18 (a) That documentation is made available by the original equipment manufacturer at no
19 charge, except when the documentation is requested in physical printed form, a charge may be
20 included for the reasonable, actual costs of preparing and sending the copy;

21 (b) That tools are made available by the original equipment manufacturer at no charge and
22 without requiring authorization or internet access for use or operation of the tool, or imposing
23 impediments to access or use of the tools to diagnose, maintain, or repair and enable full
24 functionality of digital motorcycle equipment, or in a manner that impairs the efficient and cost-
25 effective performance of any such diagnosis, maintenance, or repair, except that when the tool is
26 requested in physical form, a charge may be included for the reasonable, actual costs of preparing
27 and sending the tool; and

28 (c) That parts are made available by the original equipment manufacturer, either directly or
29 through an authorized repair provider, to independent repair providers and owners at costs and terms

Action Taken _____ Date _____

1 that are equivalent to the most favorable costs and terms under which an original equipment
2 manufacturer offers the parts to an authorized repair provider and that:

3 a. Accounts for any discount, rebate, convenient, and timely means of delivery; means of
4 enabling fully restored and updated functionality, rights of use, or other incentive and preference the
5 original manufacturer offers to an authorized repair provider; or any additional cost, burden, or
6 impediment the original equipment manufacturer imposes on an owner or independent repair
7 provider;

8 b. Is not conditioned on or imposing a substantial obligation or restriction that is not
9 reasonably necessary for enabling the owner or independent repair provider to engage in the
10 diagnosis, maintenance, or repair of equipment made by or on behalf of the original equipment
11 manufacturer; and

12 c. Is not conditioned on an arrangement with the original equipment manufacturer;

13 (4) "Independent repair provider", an individual or business operating in this state that is
14 unaffiliated with an original equipment manufacturer that is engaged in the services of diagnosis,
15 maintenance, or repair of motorcycles;

16 (5) "Motorcycle", a motorcycle as defined in section 300.010, excluding any equipment not
17 primarily designed for use on highways;

18 (6) "Original equipment manufacturer", a business engaged in the business of selling,
19 leasing, or otherwise supplying new motorcycles manufactured by, or on behalf of itself, to any
20 individual or business;

21 (7) "Owner", an individual or business that owns or leases a motorcycle purchased or used
22 in this state;

23 (8) "Part", any replacement part, either new or used, made available by an original
24 equipment manufacturer for purposes of effecting the services of maintenance or repair of a
25 motorcycle manufactured by or on behalf of, sold, or otherwise supplied by the original equipment
26 manufacturer;

27 (9) "Tool", any software program, hardware implement, or other apparatus used for
28 diagnosis, maintenance, or repair of a motorcycle, including software or other mechanisms that
29 provision, program, or pair a new part, calibrate functionality, or perform any other function
30 required to bring the product back to fully functional condition, including any updates;

31 (10) "Trade secret", the same meaning as such term is defined in section 417.453.

32 2. (1) For motorcycles and parts for motorcycles that are sold or used in this state, an
33 original equipment manufacturer shall make available to any independent repair provider and owner
34 of a motorcycle manufactured by or on behalf of, or sold by such original equipment manufacturer,
35 on fair and reasonable terms, any documentation, parts, and tools required for the diagnosis,
36 maintenance, or repair of such a motorcycle and parts for the motorcycle, inclusive of any updates
37 to information. The documentation, parts, and tools shall be made available either directly by the
38 original equipment manufacturer or via an authorized repair provider.

1 (2) For equipment that contains a motorcycle security lock or other security-related
2 function, the original equipment manufacturer shall make available to any owner and independent
3 repair provider, on fair and reasonable terms, any special documentation, tools, and parts needed to
4 access and reset the lock or function when disabled in the course of diagnosis, maintenance, or
5 repair of the motorcycle. The documentation, tools, and parts may be made available through
6 appropriate secure-release systems.

7 3. With respect to equipment that contains an electronic security lock or other security-
8 related function, a manufacturer shall, with fair and reasonable terms and costs, make available to
9 independent repair providers and owners any documentation, parts, embedded software, firmware,
10 or tools, or, with owner authorization, data needed to reset the lock or function when disabled in the
11 course of providing services. The manufacturer may make the documentation, parts, embedded
12 software, firmware, or tools, or, with owner authorization, data available to independent repair
13 providers and owners through appropriate secure release systems.

14 4. Violation of this section is an unlawful practice under sections 407.010 to 407.130 of the
15 merchandising practices act. All remedies, penalties, and authority granted to the attorney general
16 under sections 407.010 to 407.130 shall be available for the enforcement of this section.

17 5. (1) Nothing in this section shall require an original equipment manufacturer to divulge
18 any trade secret to any owner or independent service provider.

19 (2) Nothing in this section shall alter the terms of any arrangement in force between an
20 authorized repair provider and an original equipment manufacturer including, but not limited to, the
21 performance or provision of warranty or recall repair work by an authorized repair provider on
22 behalf of an original equipment manufacturer and pursuant to such arrangement, except that any
23 provision in the terms that purports to waive, avoid, restrict, or limit the original equipment
24 manufacturer's obligations to comply with this section shall be void and unenforceable.

25 (3) Nothing in this section shall be construed to require a manufacturer to make available
26 special documentation, tools, and parts that would disable or override antitheft security measures set
27 by the owner of the product without the owner's authorization.

28 (4) No original equipment manufacturer or authorized repair provider shall be liable for any
29 damage or injury caused to any motorcycle by an independent repair provider or owner which
30 occurs during the course of repair, diagnosis, or maintenance.

31 6. This section shall apply with respect to motorcycles sold or in use on or after January 1,
32 2025.

33 7. The enactment of this section shall become effective January 1, 2025."; and

34
35 Further amend said bill by amending the title, enacting clause, and intersectional references
36 accordingly.