

**HOUSE AMENDMENT NO. \_\_\_\_\_**  
**TO**  
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**Offered By**

1 AMEND House Amendment No. \_\_\_\_\_ to Senate Substitute for Senate Bill No. 1298, Page 8, Line 28, by  
2 deleting said line and inserting in lieu thereof 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 original  
6 equipment manufacturer under which the original equipment manufacturer grants to the individual or  
7 business a license to use a trade name, service mark, or other proprietary identifier for the purposes of  
8 offering the services of diagnosis, maintenance, or repair of a motorcycle under the name of the original  
9 equipment manufacturer, or other arrangement with the original equipment manufacturer to offer such  
10 services on behalf of the original equipment manufacturer. An original equipment manufacturer who offers  
11 the services of diagnosis, maintenance, or repair of its own motorcycle and who does not have an  
12 arrangement with an unaffiliated individual or business shall be considered an authorized repair provider with  
13 respect to motorcycles;

14 (2) "Documentation", any manual, diagram, reporting output, service code description, schematic  
15 diagram, security codes, passwords, or other guidance or information used in effecting the services of  
16 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 charge,  
19 except when the documentation is requested in physical printed form, a charge may be included for the  
20 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 without  
22 requiring authorization or internet access for use or operation of the tool, or imposing impediments to access  
23 or use of the tools to diagnose, maintain, or repair and enable full functionality of digital motorcycle  
24 equipment, or in a manner that impairs the efficient and cost-effective performance of any such diagnosis,  
25 maintenance, or repair, except that when the tool is requested in physical form, a charge may be included for  
26 the reasonable, actual costs of preparing and sending the tool; and

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

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

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

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

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

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

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

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

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

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

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

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

28 2. (1) For motorcycles and parts for motorcycles that are sold or used in this state, an original  
29 equipment manufacturer shall make available to any independent repair provider and owner of a motorcycle  
30 manufactured by or on behalf of, or sold by such original equipment manufacturer, on fair and reasonable  
31 terms, any documentation, parts, and tools required for the diagnosis, maintenance, or repair of such a  
32 motorcycle and parts for the motorcycle, inclusive of any updates to information. The documentation, parts,  
33 and tools shall be made available either directly by the original equipment manufacturer or via an authorized  
34 repair provider.

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

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

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

11           5. (1) Nothing in this section shall require an original equipment manufacturer to divulge any trade  
12 secret to any owner or independent service provider.

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

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

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

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

26           7. The enactment of this section shall become effective January 1, 2025.

27           Section 1. 1. The department of transportation shall limit the messages displayed on"; and

28  
29 Further amend said bill by amending the title, enacting clause, and intersectional references accordingly.

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31 THIS AMENDMENT AMENDS 4984S02.15H.