

ClassIT+™ Sandbox User Agreement

This ClassIT+ Sandbox User Agreement (this “Agreement”) is entered into this ____ day of _____, 20__ between National Motor Freight Traffic Association, Inc. (“NMFTA”), having a principal business address of 1001 N. Fairfax Street, Suite 600, Alexandria, VA 22314, and _____, having a principal business address of _____ (“Licensee”), and applies to your use of the ClassIT+ Sandbox Environment (the “Sandbox”).

As a condition of access and use of the Sandbox Licensee acknowledges that you have read, understood and agree to all terms of this Agreement as well as the NMFTA ClassIT+ API License Agreement, which are expressly incorporated herein.

We may amend this Agreement at any time. Any revised versions will be effective at the time of receipt by Licensee. In the event of any conflict or inconsistency between the terms and conditions of this Agreement, including as amended, and any terms or conditions set forth in any ClassIT+ License agreement that you enter into with NMFTA, the terms and conditions set forth in the agreement shall prevail as they pertain to your use of the Sandbox.

The Sandbox

- I. **Test Environment.** The Sandbox is a test environment. Licensee acknowledges and agrees that (i) the Sandbox and the data contained in the Sandbox may only be used for testing purposes and (iii) it will not use the Sandbox, or the data contained therein, for any other purpose. NMFTA makes no promises or claims related to the availability or uptime of the Sandbox. Licensee further acknowledges and agrees that NMFTA does not commit to make available anything developed or built in the Sandbox and reserves the right to deny the use of any technology developed or built in the Sandbox.
- II. **Limitations.** Licensee agrees that: (i) NMFTA has no obligation to maintain test data on its servers and may delete data from the Sandbox on regular intervals without notice; (ii) the Sandbox may not be accessed for the exclusive purpose of monitoring performance, or functionality, or for any other benchmarking or competitive purposes; (iii) load testing the Sandbox is not permitted; (iv) NMFTA will not monitor or validate any information submitted or uploaded to the Sandbox; and (v) that it will not rely on any information or data generated through the Sandbox, for any purpose; and (vi) that data in the sandbox may be refreshed meaning that any licensee data in the sandbox may be overwritten.
- III. **“AS IS” with No Warranty.** The Sandbox is provided "AS IS" AND WITHOUT ANY WARRANTY OR CONDITION, EXPRESS, IMPLIED OR STATUTORY.
- IV. **Indemnification.** In the event of claim, suit or demand (including legal fees) made or incurred by NMFTA and/or any third party due to or arising out of Licensee’s breach of this Agreement, or its violation of any law or the rights of NMFTA and/ or a third party

relating to its use of the Sandbox or the data contained therein, Licensee agrees to indemnify and hold NMFTA, including its officers, directors and employees, harmless.

- V. **Limitation of Liability.** IN NO EVENT WILL NMFTA BE LIABLE FOR LOST PROFITS OR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SANDBOX, OUR SERVICE, OR THIS AGREEMENT (HOWEVER ARISING, INCLUDING NEGLIGENCE). OUR LIABILITY TO LICENSEE IN ANY CIRCUMSTANCE IS LIMITED TO THE AMOUNT OF DIRECT DAMAGES IN AN AMOUNT NOT TO EXCEED \$500.00.

VI. **Rights and Licenses**

- a. **NMFTA Ownership.** NMFTA owns and reserves all right, title, and interest in and to the Sandbox, NMFTA's ClassIT+ API (as defined below) and all Content (as defined below). No rights are granted to Licensee hereunder other than as expressly set forth herein. "API" means a set of programming instructions and standards for accessing NMFTA's data and the Sandbox. "Content" means the content and data that we make available at our discretion in connection with the Sandbox.
- b. **License to Sandbox, API and Content.** Subject to your continued compliance with the terms of this Agreement, and solely during the term of this Agreement, NMFTA grants Licensee a limited, revocable, non-exclusive, non-sublicensable, non-transferable license to: (i) access and use the Sandbox and the API solely for testing purposes in accordance with the limitations set forth herein; and (ii) use the Content solely in connection with your permitted use of the Sandbox and API. Any additional usage rights made available to Licensee shall be subject to the terms of this Agreement.
- c. **License Restrictions.** Licensee will not, and will not permit any third party to: (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, or algorithms of the Sandbox or API or any software, documentation or data related to the Sandbox or API; (ii) modify, translate, or create derivative works based on the Sandbox or API for any purpose other than testing; (iii) use the Sandbox, API and Content for any purpose other than testing and other than in accordance with this Agreement and in compliance with all applicable laws and regulations.
- d. **Rights and License Regarding Your Data.** By submitting or uploading material to the Sandbox, Licensee represents and warrants that Licensee has the necessary rights (through license, consent or permission) to submit the material. Licensee further represents that neither its submission of the material nor the use of the material through the Sandbox shall infringe or violate the rights of or its obligations to NMFTA or any third party and that such submission complies with

all applicable laws. Licensee grants to NMFTA a non-exclusive, transferable, assignable, sub-licensable, fully paid-up, royalty-free, perpetual, irrevocable right and license to host, transfer, display, perform, reproduce, modify, distribute, re-distribute, relicense and otherwise use, make available and exploit Licensee's submitted material, in whole or in part, in any form and in any media formats and through any media channels (now known or hereafter developed). Licensee represents that any use of the submitted material by NMFTA will not violate any applicable laws or regulations.

VII. **Confidentiality**

- a. **Definition.** NMFTA's "Confidential Information" includes the Sandbox, Content, API, all tokens and other log-in credentials supplied by NMFTA to you, and all non-public information regarding the operation of NMFTA's services.
- b. **Confidentiality Obligations.** Licensee agrees to hold NMFTA's Confidential Information in confidence and not to use it other than as necessary to use the Sandbox as contemplated in this Agreement. Licensee agrees to cease use of all confidential information at NMFTA's request. These confidentiality obligations shall not apply to information which (a) has entered the public domain except where such entry is the result of Licensee's breach of this Agreement; (b) prior to disclosure hereunder was already in Licensee's possession; or (c) subsequent to disclosure hereunder is obtained by Licensee on a non-confidential basis from a third party who has the right to disclose such information to Licensee.

VIII. **Security Obligations**

Licensee is responsible and liable for all uses of ClassIT+ and NMFC Data, by Licensee. Specifically, including but not limited to, Licensee is responsible and liable for all actions and failures to take required actions with respect to ClassIT+, and/or NMFC Data by authorized users or by any other third person to whom Licensee, or an authorized user may provide access to, or use ClassIT+ or NMFC Data, whether such access or use is permitted or in violation of the Agreement. Licensee shall: i.) restrict the use of ClassIT+ or NMFC Data to its own transactions; ii.) ensure that all systems related to or used by Licensee that connect to ClassIT+ or NMFC Data, have up-to-date and adequate security, including firewalls, and anti-virus and anti-spyware software; and iii.) ensure that all Licensee systems are free from generally known viruses, worms, Trojan horses, malicious code or other "malware."

IX. **Term**

This Agreement shall begin on the date Licensee first accesses the Sandbox and will continue until _____ the expiration of your access to the Sandbox or until earlier terminated by either party. Either Licensor NMFTA may terminate the Agreement at any time

and for any reason upon thirty (30) days' notice. Either party may terminate the agreement effective immediately in the event of a breach of the agreement by the other party.

X. **Copyright and Trademark Notice.**

All contents of the NMFTA ClassIT+ and the Sandbox are subject to copyright and trademarks owned by NMFTA and/or its suppliers. All rights reserved.

XI. **Miscellaneous**

- A. **Venue and Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without regard to the conflicts of law's provisions therein, and the parties agree to be subject to the jurisdiction of the courts in the Commonwealth of Virginia in the event a suit is commenced in connection with this Agreement. This Agreement contains the entire Agreement between Licensee and NMFTA relating to the subject matter hereof. By accessing and using the Sandbox Licensee acknowledges that the signatory to this Agreement on behalf of Licensee has read, understood and agree to all terms of this Agreement.
- B. **Notices.** All notices required under this Agreement shall be provided electronically to the Licensor or Licensee according to the email addresses provided. Licensee or Licensor is responsible for timely notifying the other party of any change in its email address. Absent an email address, Licensee may specify a mailing address or fax number to which notice is to be sent.
- C. **Enforceability.** If any portion of this Agreement shall be found to be void, voidable or illegal, remaining provisions, to the extent permitted by applicable law, shall continue to have full force and effect.
- D. **Waivers.** The failure of either party to insist upon adherence to any provision of this Agreement will not be construed as a waiver of the other provisions of this Agreement. All waivers must be in writing.
- E. **Integrated Agreement.** This Agreement constitutes the entire agreement with respect to the subject matter hereof and supersedes all previous representations, understandings or agreements, oral or written, between the parties with respect to the subject matter hereof, and no modifications or revisions hereof shall be of any force or effect unless the same are in writing and executed by the parties hereto.

Licensee

By: _____

Please print/type your name and title below.

Name:

Title:

NMFTA, Inc.

By: _____

Name: Joe Ohr

Title: Chief Operating Officer