

ClassIT+™ License Agreement

PLEASE READ THIS LICENSE AGREEMENT CAREFULLY BEFORE CLICKING ON THE "ACCEPT" BUTTON, BY WHICH YOU ARE CONSENTING TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, CLICK THE "DO NOT ACCEPT" BUTTON AND THE REGISTRATION PROCESS WILL NOT CONTINUE.

WHEREAS, Licensor develops and maintains the National Motor Freight Classification® (NMFC®) and owns the entire copyright interest therein.

WHEREAS, Licensor develops and owns the web application known as ClassIT+, which electronically facilitates access to NMFC data, as periodically updated, by end-users.

WHEREAS, Licensee desires to acquire and Licensor desires to license to Licensee a non-transferable, non-exclusive, limited license to use the data contained in the NMFC through purchase of an annual subscription to the ClassIT+ web application.

NOW THEREFORE, in consideration of the foregoing, the mutual covenants hereinafter set forth and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound, the parties agree as follows:

A. DEFINITIONS

1. "ClassIT+" means the web application that allows licensees to electronically access the NMFC Data.
2. "NMFC" means the National Motor Freight Classification as periodically updated.
3. "NMFC Data" means the raw data contained in the NMFC.
4. "Licensor" refers to the National Motor Freight Traffic Association, Inc. ("NMFTA").
5. "Licensee" means the individual or business entity licensing ClassIT+.
6. "Documentation" means all documents related to ClassIT+.
7. "License" means this License Agreement.

B. GRANT OF LICENSE

1. Licensor hereby grants to Licensee, and Licensee hereby accepts, for the period and upon the terms and conditions set forth in this Agreement, a non-transferable and non-exclusive limited license to ClassIT+ for the period and fees as outlined in Sections C and D below.
2. Licensor will furnish Licensee with access for the specified number of authorized users to ClassIT+ and Documentation, for the term of this License, including any renewals.
3. Licensee acknowledges the License is solely for the right to access NMFC Data through the ClassIT+ web application and does not constitute the purchase, transfer, or sale of any other right or title to ClassIT+, Documentation, or NMFC Data. Licensee further acknowledges that Licensor retains all ownership, copyright or other rights to ClassIT+, Documentation, and NMFC Data, regardless of the form in or on which the original and other copies may subsequently exist. Licensee agrees to take reasonable steps to protect

ClassIT+, Documentation, and NMFC Data from theft or use contrary to the terms of this License.

4. Licensee is not authorized to reproduce or distribute ClassIT+, NMFC Data, Documentation, or any part thereof, including but not limited to, in the creation of other databases, products, or services, or in the training of machine learning or artificial intelligence systems.
5. Licensee shall not allow authorized users to share access to ClassIT+, Documentation, or NMFC Data with other Licensee personnel, and shall not rent, share, sub-lease, lease, assign, sell, give or otherwise transfer this License, ClassIT+, Documentation, or NMFC Data, or allow any other person or entity to access ClassIT+, Documentation, or NMFC Data.
6. Use of ClassIT+, Documentation, and NMFC Data, is limited to the internal business use of the Licensee. Use of the NMFC data in systems for commercial resale, service bureau environments, internet or web distribution or display is specifically prohibited without additional licensing from Licensor. NMFC Data may not be posted to a public facing website where it is accessible by third parties.

C. TERM & TERMINATION

1. The term of the License granted under Section B of this License will be 12 months from the date of purchase for Licensees entering this Agreement on or after the July 15, 2025, ClassIT+ launch date (“launch date”).
2. The 12 month-term will begin on July 15, 2025, for any new Licensee entering this Agreement prior to that launch date.
3. Current licensees of ClassIT or a FastClass product will be upgraded without any charge for the remainder of their term to ClassIT+ on the launch date and will enter and pay for a 12-month License for ClassIT+ when their current license expires.
4. Licensee will receive renewal notices from Licensor prior to expiration of the term, and this License will continue for any and all additional years that Licensee pays the renewal fee by the License expiration date.
5. Failure to renew and pay by the License expiration date will result in termination of the License until payment is received.
6. In the event Licensee violates any of the provisions of this License, Licensor may immediately terminate this License at any time, by electronic notice to Licensee.
7. Licensor may unilaterally terminate this Agreement at any time by giving Licensee thirty (30) days electronic notice.
8. Immediately upon termination of this License for any reason, access to ClassIT+ will be terminated.
9. Termination of this Agreement shall not relieve Licensee of its obligations to Licensor which accrued while this Agreement was in force.

D. PAYMENTS

1. Pricing for the original term and any renewals will be the price posted on NMFTA's website for the specified number of authorized users in the applicable subscription tier at the time the payment is due.

2. For users being upgraded from ClassIT or a FastClass product, the payment for the ClassIT+ License shall be made prior to the expiration date of the current license.
3. For new Licensees of ClassIT+ purchasing the product on or after the July 15, 2025, launch date, payment shall be made upon Licensee accepting the terms and conditions of this License.
4. A new license will not be required upon renewal of a ClassIT+ License unless the terms and conditions of the License have changed.
5. All payments made under this Agreement shall be made in United States currency.
6. In the event Licensee fails to pay any amount required to be paid under this Agreement when due, access to ClassIT+ products will be denied.

E. LOGO USE

Licensee hereby grants to Licensor the right to use and display Licensee's logo on its website for the duration of this Agreement for the limited purpose of highlighting Licensee's use of ClassIT+. The logo will remain the property of the Licensee. Licensor agrees not to alter, manipulate, or modify the logo, and not to misuse the logo in any manner that could be harmful to Licensee's reputation or goodwill.

F. LIMITATION OF LIABILITY

1. ClassIT+ is provided "as is" without warranty of any kind. Licensor further disclaims all warranties, express and implied, including without limitation, any implied warranties of merchantability, fitness for a particular purpose, or noninfringement.
2. In no event shall Licensor be liable for any indirect, incidental, consequential, special or similar damages, or lost data, lost revenues or profits, to Licensee or any other person or entity regardless of the legal theory, or for claims by third parties, even if Licensor has been advised of the possibility of such damages. Licensor's liability for any loss or damage shall not exceed the amount of one thousand dollars (U.S. \$1,000), regardless of the form of any claim.
3. The remedies stated herein are expressly agreed to by both parties to be exclusive and the sole remedies of the Licensee.
4. The Licensee is exclusively responsible for the supervision, management and control of access to ClassIT+, the NMFC Data, or Documentation.

G. SERVICE LEVEL

1. In order to furnish the NMFC Data through ClassIT+, Licensor has established and will operate its infrastructure in compliance with generally-accepted industry best practices and procedures applicable to the type of services being offered. In so doing, Licensor will exercise the level of skill as would ordinarily be expected from an experienced service provider engaging in the same type of undertaking, that is seeking in good faith to comply with its service level objectives.

2. Licensor's service level objectives for addressing downtimes will be as follows:

Priority	Description	Initial Response Time
P0	Outage; service unavailable all customers	Within 15 minutes
P1	Critical; Partial downtime, Intermittent some customers	Within 30 minutes
P2	Urgent; partial functionality impacted	Within 24 business hours
P3	Non-critical functional	Within 48 business hours

3. Upon request, Licensor will provide a report on application uptime targets per month based on the following percentages: 99.9, 99, 98, 97, below 97. Licensor will also report steps taken to prevent similar delays in the future when initial response times are not met.
4. Licensor shall not be liable for any failure to meet the service level objective to the extent caused by a force majeure event that is extraordinary, unforeseeable, and not within Licensor's power to prevent or mitigate through reasonable efforts, including but not limited to major system outages or failures, widespread internet disruptions, cyberattacks evading standard security systems, natural disasters impacting the data center, provided that Licensor (a) notifies Licensees of the event as soon as possible, and (b) takes customary steps to mitigate the impact of the event and resume performance promptly after the event is over.

H. CONFIDENTIALITY

Since unauthorized access, use or transfer of ClassIT+, Documentation, NMFC Data or any information contained therein, will diminish substantially the value of Licensor's rights and proprietary interests, the Licensee shall take all necessary and reasonable steps to keep ClassIT+, Documentation and NMFC Data under adequate security to ensure that no unauthorized access, copy, or use is made thereof, and to protect the confidentiality of the ClassIT+ API, ClassIT+, Documentation, and NMFC Data. Licensee acknowledges that any breach of this provision by it will result in irreparable injury to Licensor. Upon failure to renew or termination of this License, Licensee will destroy all NMFC Data and affirm that no copies have been retained.

I. SECURITY OBLIGATIONS

Licensee is responsible and liable for all uses of ClassIT+ and NMFC data. Specifically, including but not limited to, Licensee is responsible and liable for all actions and failures to take required actions with respect to ClassIT+ or NMFC Data by authorized users or other third persons to whom Licensee or an authorized user may provide access to, 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, 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."

J. VENUE

The parties agree that any action for enforcement of this License shall be brought in a court of competent jurisdiction in the Commonwealth of Virginia.

K. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the substantive laws of the Commonwealth of Virginia, without reference to conflict of laws' provisions.

L. NO AGENCY OR JOINT VENTURE

The relationship between the parties shall be limited to performance of their respective obligations as set forth in this Agreement. Nothing in this Agreement shall be construed to create a partnership, joint venture or agency relationship between the parties or to authorize either party to act as agent for the other party, or to permit either party to restrain or otherwise bind the other party. No party shall be liable for any of the actions, omissions, or indebtedness of the other party.

M. ADDRESS FOR NOTICE

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.

N. 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.

O. 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.

P. 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.