

SCAC VERIFIED™ 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 Directory of Standard Carrier Alpha Codes (“SCAC”) and owns the entire copyright interest therein;

WHEREAS, Licensor develops and owns the web application known as SCAC Verified, which is intended to electronically facilitate access to the most up-to-date and verified SCAC data by end users.

WHEREAS, Licensee desires to acquire and Licensor desires to license to the Licensee, a non-transferable, non-exclusive limited license to use the SCAC data through purchase of a yearly subscription to the SCAC Verified.

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

A. DEFINITIONS

1. The term “SCAC Verified” means the web application used to access the electronic data contained in the SCAC database.
2. The term “SCAC data” means the data contained in the Standard Carrier Alpha Code database including, but not limited to, the company name; Standard Carrier Alpha Codes assigned by Licensor to transportation companies; MC, MX, FF and USDOT numbers assigned to transportation companies by the U.S. Department of Transportation; and addresses for said transportation companies.
3. The term “Licensor” refers to the National Motor Freight Traffic Association, Inc. (NMFTA).
4. The term “Licensee” means the individual or the business entity licensing SCAC data through purchase of a subscription to the SCAC Verified web application.
5. The term “Documentation” means the “Help” section of the SCAC Verified web application.
6. The terms “License” and “Agreement” mean 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 obtain SCAC data through SCAC Verified for the period and fees as outlined in Sections D and E below.

2. NMFTA will furnish Licensee with access to SCAC Verified, SCAC data, and Documentation, for the term of this License, including any renewals. SCAC Verified will be updated to correspond with periodic changes in the SCAC database.
3. Licensee acknowledges the License is solely for the right to access SCAC data through the SCAC Verified web application and does not constitute the purchase, transfer, or sale of any other right or title to SCAC Verified, the SCAC data, or the Documentation. Licensee further acknowledges that Licensor retains all ownership, copyright or other rights, to SCAC Verified, the SCAC data, or Documentation, regardless of the form in or on which the original and other copies may subsequently exist. Licensee agrees to take reasonable and industry customary steps to protect SCAC Verified, the SCAC data, or Documentation from theft or use inconsistent with the terms of this License.
4. Licensee is not authorized to adapt, modify, alter, amend, revise, reproduce or distribute SCAC Verified, the SCAC data, or Documentation, or any part thereof, or created derivative works, 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, through the use of bots or otherwise.
5. Licensee shall not rent, share, sub-lease, lease, assign, sell, give or otherwise transfer this License, SCAC Verified, the SCAC data, or Documentation, or allow any other person or entity to access SCAC Verified, the SCAC data, or Documentation.
6. Use of the SCAC Verified, SCAC data or Documentation is limited to the internal business use of the Licensee. Use of the data in systems for commercial resale, service bureau environments, internet or web distribution or display is specifically prohibited without additional licensing with Licensor. For example, Licensee may not provide access to SCAC data on a public website or to Licensee's customers.

C. REASONABLE USE

1. Unusual or excessive usage of SCAC Verified in a manner beyond its intended purpose may impair the integrity, performance, or security of the SCAC Verified web application. Accordingly, Licensor has the right to monitor and review Licensee's usage to ensure against unusual or excess use or other abuse of the application.
2. Licensor may suspend or take other reasonable action to prevent identified misuse of the application.

D. TERM & TERMINATION

1. The term of the License granted under Section B of this License will be 12 months from the date of purchase.
2. 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.
3. Failure to renew and pay by the License expiration date will result in termination of the License until payment is received.
4. 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.

5. Licensor may unilaterally terminate this Agreement at any time by giving Licensee thirty (30) days electronic notice.
6. Immediately upon termination of this License for any reason, distribution of the SCAC data to Licensee through SCAC Verified will be terminated.
7. Termination of this Agreement shall not relieve Licensee of its obligations to Licensor that accrued while this Agreement was in force.

E. PAYMENTS

1. Pricing for the original term and any renewals will be the price posted on NMFTA's website at the time the payment is due for purchase or renewal of this product.
2. The initial payment shall be made upon Licensee accepting the terms and conditions of this License. A new license will not be required upon renewal unless the terms and conditions of the License have changed.
3. All payments made under this Agreement shall be made by Licensee to Licensor in United States currency.
4. In the event Licensee shall fail to pay any amount required to be paid under this Agreement when due, this License will be terminated.

F. LIMITATION OF LIABILITY

1. Licensor shall not be liable for any delay or non-performance of its obligations under this Agreement to the extent caused by force majeure events beyond its reasonable control, including but not limited to major system outages or failures, widespread internet disruptions, cyberattacks, natural disasters impacting their data center, or severe hardware failures, provided that Licensor: (a) notifies Licensee of the event as soon as reasonably possible, and (b) takes reasonable steps to mitigate the impact of the event and resumes performance promptly after the event is over.
2. SCAC Verified and the SCAC data are 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.
3. In no event shall Licensor be liable for any indirect, incidental, consequently, 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.
4. The remedies stated herein are expressly agreed to by both parties to be exclusive and the sole remedies of Licensee.
5. Licensee is exclusively responsible for the supervision, management and control of access to ClassIT+, the NMFC Data or Documentation.

G. CONFIDENTIALITY

1. Since unauthorized access, use or transfer of the SCAC data or any information contained in SCAC Verified will diminish substantially the value of Licensor's rights and proprietary interests, the Licensee shall take all necessary and reasonable steps to keep the SCAC data and Documentation under adequate security to ensure that no unauthorized access, copy, or use is made thereof, and to protect the confidentiality of the SCAC data and Documentation.
2. 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 SCAC data and affirm that no copies have been retained.

H. SECURITY OBLIGATIONS

1. Licensee is responsible and liable for all uses of SCAC Verified or SCAC data including, but not limited to, all actions and failures to take required actions with respect to the application or SCAC data by authorized users or by any other person to whom Licensee may provide access to, whether such access or use is permitted or in violation of the Agreement.
2. Licensee shall ensure: (a) that all systems related to or used by Licensee that connect to SCAC Verified or SCAC data, have up-to-date and adequate industry customary security, including firewalls, anti-virus and anti-spyware software; and (b) that all Licensee systems are free from generally known viruses, worms, Trojan horses, malicious code or other "malware."

I. JURISDICTION

1. The parties agree that any action for enforcement of this License shall be brought in a court of competent jurisdiction in Alexandria, Virginia. For purposes of resolving all matters that may arise under this Agreement, Licensee agrees to be subject to the jurisdiction of the U.S. Federal court for the Eastern District of Virginia to the extent subject matter jurisdiction exists in such court; if subject matter jurisdiction does not exist in such court then Licensee agrees to be subject to the jurisdiction of the appropriate Virginia state court situated in or closest to Alexandria, Virginia.

J. APPLICABLE LAW

1. This Agreement shall be governed by and construed in accordance with the laws of Commonwealth of Virginia, notwithstanding conflict of laws provisions.

K. NO AGENCY OR JOINT VENTURE

1. 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.

L. ADDRESS FOR NOTICE

1. 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.

M. ENFORCEABILITY

1. 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.

N. WAIVERS

1. 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.

O. INTEGRATED AGREEMENT

1. 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.