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1. Licensor agrees to update the SCAC data via supplements to the Directory of Standard Carrier Alpha Codes.
2. Supplements are typically issued four times annually.

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6. Immediately upon termination of this License for any reason, distribution of the SCAC data to Licensee 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 for this product at the time the payment is due.
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 under this Agreement shall be made 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.

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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 THE SCAC DATA.

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1. Since unauthorized access, use or transfer of the SCAC 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 the SCAC data under adequate security to ensure that no unauthorized access, copy, or use is made thereof, and to otherwise protect the confidentiality of the SCAC 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 return the SCAC data to Licensor and affirm that no copies have been retained.

#### H. 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.

#### I. 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.

#### J. 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.

#### K. 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.

L. 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.

M. 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.

N. 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.