

SCAC[®] WEB SERVICE 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 SCAC Web Service application, which allows subscribers through an application programming interface (“API”) to incorporate SCAC search and information retrieval functionality directly into their computer systems.

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 an annual subscription to the SCAC Web Service that allows either 25,000, 100,000 or 1,000,000 record searches per month.

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. The term “SCAC Web Service” means the API that allows direct access to 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 the SCAC data through purchase of a subscription to the SCAC Web Service.
5. The term “Documentation” means the end-user documentation, release notes, functions and sample code which is provided with the SCAC Web Service.
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 Web Services for the period and fees as outlined in Sections D and E below.

2. Licensee shall not have the right to grant sub-licenses to others of any of the rights granted under Paragraph B.1 above.
3. The License granted to Licensee under Paragraph B.1 above shall not be assignable by Licensee, it being understood by the parties that the obligations assumed by Licensee under this Agreement in consideration for the License are personal to Licensee.
4. Licensor shall furnish Licensee with access to the SCAC Web Service and Documentation for the term of this License. Licensee shall be authorized to use the SCAC Web Service for up to a specified number of transactions based on the particular subscription option purchased.
5. Licensee acknowledges the License hereby granted is solely for the right to use the SCAC data obtained through SCAC Web Service and does not constitute the purchase of any other right or title to the SCAC Web Service, SCAC data, or Documentation. Specifically, Licensee obtains no ownership rights under this License to the SCAC Web Service, SCAC data, or Documentation provided. Licensee further acknowledges that Licensor retains all ownership, copyright or other rights to the SCAC Web Service, SCAC data, and Documentation. Licensee agrees to take reasonable steps to protect the SCAC data from theft or use contrary to the terms of this License.
6. Licensee shall not, directly or indirectly, reproduce or distribute the SCAC Web Service, SCAC 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, based on the SCAC data. Licensee shall not rent, lease, assign, sell, give or otherwise transfer this License, the SCAC Web Service, the SCAC data or Documentation, or allow any other person or entity to access the SCAC Web Service, SCAC data or Documentation.
7. Use of the SCAC Web Service, 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. MAINTENANCE

1. Licensor agrees to update SCAC Web Service to correspond with periodic changes in the SCAC database.

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 Web Services 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 the particular SCAC Web Service subscription option purchased or renewed.
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. THE SCAC DATA IN SCAC WEB SERVICE 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 NON-INFRINGEMENT.
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 THE SCAC DATA.

G. CONFIDENTIALITY

1. Licensee is exclusively responsible for the supervision, management, and control of the use of the SCAC Web Service. 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 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. 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. 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.