ClassIT+™ API License Agreement

This ClassIT+ API License Agreement ("Agreement") is made and entered into by and between INSERT COMPANY NAME, with its principal place of business at INSERT ADDRESS, CITY, STATE ZIP ("Licensee"), and The National Motor Freight Traffic Association, Inc., with its principal place of business at 1001 North Fairfax Street, Suite 600, Alexandria, VA 22314 ("Licensor"), effective as of MONTH DAY, 202_ ("Effective Date").

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 allows subscribers through an application programming interface ("API") to incorporate NMFC Data, as periodically updated, directly into their computer systems.

WHEREAS, Licensee desires to acquire, and Licensor desires to license, a non-transferable, non-exclusive, limited license to use the data contained in the NMFC through purchase of an annual subscription to the ClassIT+ API that allows a selected maximum number of 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. "ClassIT+ API" means the API used to access the electronic data contained in the NMFC, as periodically updated.
2. "ClassIT+" means the web application that allows licensees to electronically interface with the NMFC Data accessed through the ClassIT+ API.
3. "NMFC" means the National Motor Freight Classification as periodically updated.
4. "NMFC Data" means the raw data contained in the NMFC.
5. "Licensor" refers to The National Motor Freight Traffic Association, Inc. (NMFTA).
6. "Licensee" means the individual or business entity licensing the ClassIT+ API.
7. "Documentation" means all documents related to the ClassIT+ products including, but not limited, to the API.
8. "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 both the ClassIT+ API and ClassIT+ for the period and fees as outlined in Sections D and E below.
2. NMFTA will furnish Licensee with access to the ClassIT+ API, which may be used for up to a specified number of searches per month based upon the selected annual

subscription level, to ClassIT+, and to 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+ API using the ClassIT+ web application and does not constitute the purchase, transfer, or sale of any other right or title to the ClassIT+ API, ClassIT+, Documentation, or NMFC Data. Licensee further acknowledges that Licensor retains all ownership, copyright or other rights to the ClassIT+ API, 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 and industry customary steps to protect the ClassIT+ API, ClassIT+, Documentation, and NMFC Data 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 the ClassIT+ API, ClassIT+, the NMFC Data 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.
5. Licensee shall not rent, share, sub-lease, lease, assign, sell, give or otherwise transfer this License, the ClassIT+ API, ClassIT+, Documentation, or NMFC Data, or allow any other person or entity to access the ClassIT+ API, ClassIT+, Documentation, or NMFC Data, except that Licensee may allow its customers to access the NMFC Data provided that industry customary mandatory access control, e.g., login and password, is used to prevent unauthorized access.
6. Use of the ClassIT+ API, ClassIT+, Documentation, and NMFC Data, is limited to the internal business use of 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. <u>REASONABLE USE</u>

1. Unusual or excessive usage of the ClassIT+ API that exceeds defined rate limits may impair the integrity, performance, or security of Licensor's systems or services. Accordingly, Licensor has the right to monitor and review Licensee's usage to ensure against use in excess of the limits for the selected annual subscription or other abuse of the system.
2. In the event of unusual or excessive usage of the system, Licensor may suspend access until a higher level of transactions is added and paid for or take other reasonable action to prevent unusual or excessive usage of the system.

D. <u>TERM & TERMINATION</u>

1. The term of the License granted under Section B of this License will be twelve (12) months from the date of purchase.
2. Licensee will be entitled to use the ClassIT+ sandbox for testing purposes only, provided that Licensee agrees to accept the terms and conditions set forth in the separate ClassIT+ Sandbox User Agreement.

3. 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.
4. Failure to renew and pay by the License expiration date will result in automatic termination of the License until payment is received.
5. In the event Licensee violates any of the provisions of this License, including but not limited to engaging in database scraping, Licensor may immediately terminate this License at any time, by electronic notice to Licensee.
6. Licensor may unilaterally terminate this Agreement at any time by giving Licensee thirty (30) days electronic notice.
7. Immediately upon termination of this License for any reason, access to the ClassIT+ API will be terminated.
8. Termination of this Agreement shall not relieve Licensee of its obligations to Licensor which accrued while this Agreement was in force, including without limitation Sections E- H, J-K, M, O and P.

E. PAYMENTS

1. Pricing for the original term and any renewals will be the price posted on NMFTA's website for the selected category and subscription tier 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 made under this Agreement shall be made in United States currency.
4. 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.

F. 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 this ClassIT+ product. The logo will remain the property of Licensee. Licensor agrees not to alter, manipulate, or modify the logo, and not to misuse the logo in any manner that is harmful to Licensee's reputation or goodwill.

G. LIMITATION OF LIABILITY

1. ClassIT+ API and ClassIT+ 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. 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. 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 Licensee.
4. Licensee is exclusively responsible for the supervision, management and control of access to ClassIT+, the NMFC Data or Documentation.

H. CONFIDENTIALITY

Since unauthorized access, use or transfer of the ClassIT+ API, ClassIT+, Documentation, NMFC Data or any information contained therein, will diminish substantially the value of Licensor's rights and proprietary interests, Licensee shall take all necessary and reasonable steps to keep the ClassIT+ API, ClassIT+, Documentation and NMFC Data under adequate and industry customary 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 the ClassIT+ API, 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 the ClassIT+ API, ClassIT+, or NMFC Data by authorized users or by any customers or other third person 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: (a) restrict the use of the ClassIT+ API, ClassIT+ or NMFC Data to its own transactions; (b) ensure that all systems related to or used by Licensee that connect to the ClassIT+ API, ClassIT+ or NMFC Data, have up-to-date and adequate industry customary security, including firewalls, anti-virus and anti-spyware software; and (c) 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 Licensor and Licensee according to the email addresses provided by the parties. Licensee and Licensor are 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.

[signatures on following page]

Licensee

By _____
Name: _____
Title: _____
Date _____

The National Motor Freight Traffic Association, Inc. (Licensor)

By _____
Name: _____
Title: _____
Date: _____

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