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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 is intended to electronically facilitate access to NMFC data, including periodic supplementary updates, 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 data contained in the NMFC© through purchase of a 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:

1.   <u>DEFINITIONS</u>

   a.   The term "ClassIT" means the web application used to access the electronic data contained in the National Motor Freight Classification (NMFC), together with periodic supplementary updates.

   b.   The term "NMFC" means the National Motor Freight Classification together with periodic supplementary updates.

   c.   The term "Licensor" refers to the National Motor Freight Traffic Association, Inc. (NMFTA).

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   e.   The term "Documentation" means the published user manual for ClassIT.

   f.   The term "License" means this License Agreement.

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3.   MAINTENANCE

a. Licensor agrees to update ClassIT to correspond with Supplements issued in conjunction with the NMFC and successive issues. The changes provided in the Supplements will be loaded into ClassIT at approximately 12:01 am on the effective date of the Supplement.

4.   TERM & TERMINATION

a. The term of the License granted under Section 2 of this License will be 12 months from the effective date hereof. At the end of the 12-month period, this agreement will continue only by mutual agreement of Licensor and Licensee.

b. This License shall be valid only so long as Licensee uses or possesses access to the ClassIT web application and, without mutual agreement to extend, shall terminate as indicated in paragraph 4a (above), unless earlier terminated by Licensor in accordance with this License.

c. Failure to pay by the License expiration date will result in termination of access for Licensee until payment is received.

d. 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.

e. Licensor may unilaterally terminate this Agreement at any time by giving Licensee thirty (30) days electronic notice. In the case of termination under this paragraph 4f, Licensee shall be entitled to a pro-rata refund of any unused portion of any annual payment.

f. Immediately upon termination of this License, Licensee's access to ClassIT will be terminated.

g. Termination of this Agreement shall not relieve Licensee of its obligations to Licensor, which accrued while this Agreement was in force.

h. If Licensee is required by section 2.h. of this agreement to participate in the National Motor Freight Classification (NMFC) but does not maintain participation, access to ClassIT will be subject to termination without refund.

5.   PAYMENTS

a. Pricing for the original 12-month period will be the posted price based on the number of users selected. Payment shall be made upon Licensee accepting the terms of this License.

b. All payments made under this Agreement shall be made by Licensee to Licensor in United States currency. In the event Licensee shall fail to pay any amount required to be paid under this Agreement when due, access to ClassIT will be denied.

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d. THE REMEDIES STATED HEREIN ARE EXPRESSLY AGREED TO BY BOTH PARTIES TO BE EXCLUSIVE AND THE SOLE REMEDIES OF THE LICENSEE.

e. THE LICENSEE IS EXCLUSIVELY RESPONSIBLE FOR THE SUPERVISION, MANAGEMENT AND CONTROL OF THE ACCESS TO CLASSIT.

7. <u>CONFIDENTIALITY</u>

Since unauthorized access, use or transfer of ClassIT, NMFC data, documentation or any information contained therein will diminish substantially the value of Licensor's trade secrets and proprietary interests, the Licensee shall take all necessary and reasonable steps to keep ClassIT, NMFC data and Documentation under adequate security to ensure that no unauthorized access, copy, or use is made thereof, and to protect the confidentiality of ClassIT, NMFC data and Documentation. Licensee acknowledges that any breach of this provision by it will result in irreparable injury to Licensor.

8. <u>JURISDICTION</u>

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, or for otherwise enforcing the provisions of 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.

9. <u>APPLICABLE LAW</u>

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

10. <u>NO AGENCY OR JOINT VENTURE</u>

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.

11. <u>ADDRESS FOR NOTICE</u>

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.

12. <u>ENFORCEABILITY</u>

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.

13. <u>WAIVERS</u>

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.

14. <u>INTEGRATED AGREEMENT</u>

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.