



Liquid Products Database (LPD) Member Licensing Agreement

A database designed to help mitigate corrosion risk for stainless steel chemical trailers.

NTTC partnered with engineers at Battelle Memorial Institute to build an online database that informs fleet managers about the corrosiveness of individual liquid chemicals on stainless steel tank trailers. Trailer corrosion is an increasingly expensive, systemic problem for the tank truck industry. The LPD will help mitigate this problem for tank truck fleets. **Members receive discounted pricing to access this new member service at \$500/year for unlimited users.**

Company Primary User: _____
Company: _____
P.O. Box or Street Address: _____
City: _____ **State:** _____ **Zip:** _____
Phone: _____ **Email:** _____

Please add any additional users from the Company on the back of this form or on an additional sheet

Yes, the Company agrees to license LPD for \$500.00 for a term of one (1) year. The Company and its employees/users agree to the Terms of Use attached hereto and incorporated into this Licensing Agreement.

| | | | |
|--------------------|----------------------------------|--------------------------------|------------------------------------|
| Member Type | <input type="checkbox"/> Carrier | <input type="checkbox"/> Fleet | <input type="checkbox"/> Associate |
|--------------------|----------------------------------|--------------------------------|------------------------------------|

FORM OF PAYMENT: MasterCard VISA AMEX Discover

Check enclosed (U.S. funds, made payable to NTTC): **Check #** _____

Invoice Company

Card Number: _____ **Exp. Date:** _____

Print name (as it appears on the card): _____

Cardholder's Signature: _____

- How to use LPD**
1. Complete LPD Member Licensing Agreement including all company users and return to NTTC
 2. Login information will be sent to all individual users within five business days
 3. Go to LPD website and submit login information: <http://www.tanktruck.org/resources>
 4. For any questions, please contact Arshad Khan: akhan@tanktruck.org

Please return form to:

National Tank Truck Carriers, Inc.
950 North Glebe Road, Suite 520
Arlington, VA 22203-4183

Fax: (703) 838-8860
nttcstaff@tanktruck.org
Phone: (703) 838-1960

Terms of Use

PLEASE READ THESE TERMS OF USE (THESE "TERMS") CAREFULLY BEFORE USING THE LIQUID PRODUCTS DATABASE (THE "SERVICE") FROM THE NATIONAL TANK TRUCK CARRIERS ("NTTC").

1. **Acceptance of Terms:** NTTC provides this Service to the Company (referred to herein as "you") subject to the following "Terms". Said Terms may be updated by the NTTC from time to time without notice to you and such changes shall be binding on you. You can review the most current version of the Terms at <http://www.tanktruck.org/resources/liquid-products-database> (the "Site"). In addition, when using the Service, you shall be subject to any posted or un-posted guidelines or rules applicable to the Service which NTTC may develop from time to time. All such guidelines are hereby incorporated by reference into the Terms. Any such use of the Service and/or Site will be considered acceptance by you of the then-current Terms. Any new or different terms supplied by you are specifically rejected by NTTC unless agreed to in writing by NTTC.

2. **Term of the Agreement:** In exchange for your license payment, you are granted a non-exclusive, individual, non-assignable, limited license for you and your employees to use the Service for the period of one (1) year beginning as of the Effective Date. **ABSENT NOTICE FROM YOU, IN WRITING AND AT LEAST 30 DAYS' IN ADVANCE OF THE LICENSE'S EXPIRATION, YOUR LICENSE AND RESPONSIBILITY TO TENDER THE LICENSING FEE TO NTTC WILL RENEW ANNUALLY.**

3. **Description of Service:** The Service is an internet-based service and database owned and operated by NTTC that provides information on the corrosive properties of liquid products. You understand and agree that the aforementioned Service is provided "AS-IS" and that NTTC assumes no responsibility for typos, or for outdated or incorrect information. NTTC makes no representations regarding the information contained in the Service.

4. **Intellectual Property Rights:** The Service and all right, title and interest in and to the Service is the sole property of NTTC, and is protected by U.S. copyright and international treaties. Any information submitted to the Service by you or your employees shall be the sole property of NTTC. Neither you nor your employees, agents or representatives shall reproduce, modify, display, sell, or distribute any content of the Service. This includes copying or adapting the NTTC design logos and certain other names or logos are service marks or trademarks of NTTC.

5. **WARRANTY DISCLAIMERS:** THE SERVICE AND THE SITE ARE PROVIDED ON AN "AS-IS" BASIS WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. NTTC, TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIMS ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT OF THIRD PARTIES' RIGHTS, AND FITNESS FOR PARTICULAR PURPOSE. NTTC MAKES NO WARRANTIES ABOUT THE ACCURACY, RELIABILITY, COMPLETENESS, OR TIMELINESS OF THE SERVICE AND SITE. WITHOUT LIMITATION TO THE FOREGOING NTTC DOES NOT WARRANT THAT THE SERVICE AND/OR SITE WILL OPERATE ERROR-FREE OR THAT THE SITE AND ITS SERVERS ARE FREE OF COMPUTER VIRUSES OR OTHER HARMFUL MECHANISMS. IF YOUR USE OF THE SITE RESULTS DIRECTLY OR INDIRECTLY IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA, NTTC IS NOT RESPONSIBLE FOR THOSE COSTS ASSOCIATED WITH SUCH REPLACEMENTS. IF YOU ARE DISSATISFIED WITH THE SERVICE AND/OR SITE OR ANY CONTENT OR FUNCTION THEREOF, YOUR SOLE REMEDY IS TO DISCONTINUE USING THE SERVICE AND SITE.

6. **ALLOCATIONS OF LIABILITY, EQUITABLE RELIEF AND DAMAGE LIMITATIONS:** YOU ASSUME ALL RESPONSIBILITY AND RISK FOR YOUR USE OF THE SERVICE AND SITE, AND THE MATERIALS YOU ACCESS. IN NO EVENT SHALL NTTC (OR ANY OF ITS OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, AFFILIATES, AGENTS OR ADVERTISERS) BE LIABLE FOR ANY DAMAGES, DIRECT OR NON-DIRECT,

WHATSOEVER (INCLUDING, WITHOUT LIMITATION, INCIDENTAL AND CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA, LOST EMPLOYMENT OPPORTUNITY, OR BUSINESS INTERRUPTION) RESULTING FROM OR ARISING UNDER OR IN CONNECTION WITH THE USE OR ACCESS TO, OR THE INABILITY TO USE OR ACCESS, THE SITE, SERVICE AND/OR ANY MATERIAL POSTED ON THE SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT NTTC IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. GIVEN THAT SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OR LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE LIMITATIONS SET FORTH IN THE PRECEDING PARAGRAPH MAY NOT APPLY TO YOU.

7. Indemnification: Company agrees to indemnify NTTC for any loss, liability, or damages and all reasonable costs and expenses arising out of or as a result of: (i) Company's use of the Services and/or Site outside the scope of this License Agreement; or (ii) any actual or alleged breach by Company or its employees, agents and/or representatives of this License Agreement.

8. Choice of Law/Choice of Venue: These Terms, and the relationship between you and NTTC, are governed exclusively by the laws of the Commonwealth of Virginia, without respect to its conflict of laws principles. Jurisdiction for any claims arising under these Terms shall lie exclusively with the courts of the Commonwealth of Virginia.

9. Notices and Questions: Questions concerning the use of the web site should be directed to akhan@tanktruck.org. Notices for NTTC shall be sent to the address listed on the web site, and, for you, to the address submitted by you or such other address as NTTC reasonably determines is an appropriate address for you.

Signature: _____

Effective Date: _____

Title: _____

Company Name: _____

Additional Users:

Company User 2: _____
Company: _____
P.O. Box or Street Address: _____
City: _____ **State:** _____ **Zip:** _____
Phone: _____ **Email:** _____

Company User 3: _____
Company: _____
P.O. Box or Street Address: _____
City: _____ **State:** _____ **Zip:** _____
Phone: _____ **Email:** _____

Company User 4: _____
Company: _____
P.O. Box or Street Address: _____
City: _____ **State:** _____ **Zip:** _____
Phone: _____ **Email:** _____

Company User 5: _____
Company: _____
P.O. Box or Street Address: _____
City: _____ **State:** _____ **Zip:** _____
Phone: _____ **Email:** _____

Company User 6: _____
Company: _____
P.O. Box or Street Address: _____
City: _____ **State:** _____ **Zip:** _____
Phone: _____ **Email:** _____

Company User 7: _____
Company: _____
P.O. Box or Street Address: _____
City: _____ **State:** _____ **Zip:** _____
Phone: _____ **Email:** _____
