TRIAL USAGE: Softtruck offers a short duration trial version for the sole purpose of allowing users to experience CargoWiz with their own products without buying. Such users or companies that install the trial version agree not to use the CargoWiz trial version on a date later than the date of initial installation plus the duration of the trial period (usually 20 days), except by special means as may be provided by Softtruck.

LICENSE AGREEMENT
This License Agreement is between Softtruck and Licensee.
WHEREAS, LICENSEE desires to obtain from SOFTTRUCK, and SOFTTRUCK desires to grant to LICENSEE, a non-exclusive, non-transferable, non-assignable License to make permitted use of all CargoWiz software delivered, subject to the provision of this agreement, and
NOW, THEREFORE, in consideration of the mutual conditions and terms set forth below, SOFTTRUCK and LICENSEE agree as follows:

1. LICENSE: In consideration of the payment to SOFTTRUCK by LICENSEE of the License fee, LICENSEE is hereby granted a License to use the CargoWiz software delivered. CARGOWIZ SOFTWARE is delivered duty and taxes unpaid. Payment of any applicable duty and taxes is the responsibility of the purchaser. The term of this License shall continue so long as the terms of this License are met. In the case of subscription software the license expires at the end of the subscription period.

2. OWNERSHIP AND USE OF CARGOWIZ SOFTWARE: LICENSEE understands that the copyrighted software has been created by SOFTTRUCK at substantial cost, and that ownership of such copyrighted materials shall, during the term of this License and thereafter, always remain with SOFTTRUCK notwithstanding LICENSEE'S right to use of these materials

LICENSEE ACKNOWLEDGES AND AGREES:
(A) THAT LICENSEE IS NOT AN OWNER OF THE CARGOWIZ SOFTWARE PRODUCT OR ANY COPIES OF THE CARGOWIZ SOFTWARE PRODUCT;
(B) THAT LICENSEE IS A MERE LICENSEE OF THE CARGOWIZ SOFTWARE PRODUCT WITHOUT ANY RIGHT TO FURTHER TRANSFER OR DISTRIBUTE THE CARGOWIZ SOFTWARE PRODUCT OR ANY COPIES OF THE CARGOWIZ SOFTWARE PRODUCT OR PROVIDE ACCESS TO THE CARGOWIZ SOFTWARE PRODUCT IN ANY MANNER WITHOUT SOFTTRUCK'S PRIOR WRITTEN CONSENT;
(C) NOT TO CHALLENGE THE ENFORCEABILITY OR VALIDITY OF THIS AGREEMENT;
(D) NOT TO INITIATE ANY PROCEEDINGS INCONSISTENT WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT.

3. BACKUP COPY. So long as LICENSEE complies with the terms and conditions of this agreement as a condition to the license granted herein, licensee is licensed to make a reasonable number of backup copies of the SOFTWARE PRODUCT or SOFTWARE, provided licensee's backup copies are not installed or used for other than archival purposes.

4. UPGRADES: For a period of one year from license date SOFTTRUCK may from time to time provide updates by download, either making corrections or enhancements at no additional cost to the LICENSEE.

5. LICENSEE holds full responsibility for assuring that all users of CargoWiz software provided access to these materials under the provisions of this license adhere to all provisions and prohibitions of this license.

6. LIMITATIONS ON USE: The LICENSEE is entitled to non-exclusive use of the CargoWiz software covered by this license subject to the following limitations, and the rights of the LICENSEE are only those set forth, SOFTTRUCK reserving to themselves all other rights of every kind:

7. Further, SOFTTRUCK makes no warranty whatsoever as to the quality or usability of the materials other than the fact that it has used its best efforts to prepare the materials in a standard usable format. Functionally identical software has been made available on the SOFTTRUCK web site User for a free evaluation prior to purchase.

8. LICENSEE accepts this License with the understanding that due to the extremely low cost of the software versus the initial cost of preparing the content, there is no warranty of any kind except as expressly set forth in this paragraph, and LICENSEE accepts the materials on that basis. Loading layouts do not take into account any safety or legal issues related thereto, which are solely the responsibility of the LICENSEE. Further, LICENSEE agree to indemnify and hold harmless SoftTruck and all of its owners, officers, and agents ("Those Indemnified") for any and all losses, damages, liabilities, claims, costs or expenses incurred directly or indirectly by use of the CargoWiz software

9. LICENSE TYPES: Licenses are provided with a stipulated maximum number of licensed users, and the LICENSEE is responsible staying at or below the maximum. The number of licensed users is defined as the number of people who, from time to time, use the program for its intended purpose. It is not the number of people that might simultaneously use the program.

10. Finally, SOFTTRUCK objects beforehand to any additional, inconsistent, or contradictory terms or conditions in documents (such as purchase orders) supplied by the LICENSEE subsequent to this agreement.

End of EULA