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 - a. Operate the Software in object code form only in Customer's business operations; and
 - b. Reproduce the Software as necessary for its operation and for archival and backup purposes.
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 - a. A paid weighing subscriber is entitled to remote technical support and instruction needed throughout the course of a current subscription. All developed software improvements and upgrades will be available at no cost.
 - b. Additionally, and at no Customer cost, we accept remote technical support responsibilities during the manufacturers' warranty period on computers, peripherals and other devices purchased from Scaleit.
 - c. Any technical support on site (including travel) or outside business hours (8am to 5pm ET) will be billed at \$120 per hour.
 - d. By customer request, we can provide remote technical support on related computer hardware, software and network issues beyond our control or responsibility. Technical support labor will be billed at \$120 per hour.
4. **TERMS & CONDITIONS:**
 - a. **Copyright and Trademark Notice.** Unless otherwise specified, all materials appearing on this site, including the text, site design, logos, graphics, icons, and images, as well as the selection, assembly and arrangement thereof, are the sole property of this Store. You may use the content of this site only for the purpose of shopping on this site or placing an order on this site and for no other purpose. No materials from this site may be copied, reproduced, modified, republished, uploaded, posted, transmitted, or distributed in any form or by any means without our prior written permission. All rights not expressly granted herein are reserved. Any unauthorized use of the materials appearing on this site may violate copyright, trademark and other applicable laws and could result in criminal or civil penalties.
 - b. **Credit Cards.** We accept the following credit cards: American Express, Visa, MasterCard, and Discover. There is no surcharge for using your credit card to make purchases. Please be sure to provide your exact billing address and telephone number (i.e. the address and phone number your credit card bank has on file for you). Incorrect information will cause a delay in processing your order. Your credit card will be billed upon shipment of your order. All Credit Card Purchases must be used within a year.
 - c. **Links.** This site may contain links to other sites on the Internet that are owned and operated by third parties. You acknowledge that we're not responsible for the operation of or content located on or through any such site.
 - d. **Money Orders, Cashier's Checks, Company Checks, & Personal Checks.** We accept money orders, cashier's checks, personal checks, and company checks in U.S. Dollars only. For money orders, cashier's checks, personal and company checks, please allow up to 10 banking days after receipt for clearance of funds before the order is processed. We cannot guarantee the availability of a product by the time funds clear or payment is received. We will charge a \$35 fee on all returned checks.
 - e. **Taxes.** Our Store shall automatically charge and withhold the applicable sales tax for orders to be delivered to addresses within the same state. For orders shipped to other states, you are solely responsible for all sales taxes or other taxes.
 - f. **Multiple Product Orders.** For a multiple product order, we will make every attempt to ship all products contained in the order at the same time. Products that are unavailable at the time of shipping will be

shipped as they become available, unless you inform us otherwise. You will only be charged for products contained in a given shipment, plus any applicable shipping charges. You will only be charged for shipping at the rate quoted to you on your purchase receipt. The entirety of this shipping charge may be applied to the first product(s) shipped on a multiple shipment order.

- g. **Order Acceptance Policy.** Your receipt of an electronic or other form of order confirmation does not signify our acceptance of your order, nor does it constitute confirmation of our offer to sell. Sample Store reserves the right at any time after receipt of your order to accept or decline your order for any reason or to supply less than the quantity you ordered of any item.
- h. **Other Conditions.** These Conditions will supersede any terms and/or conditions you include with any purchase order, regardless of whether we sign them or not. We reserve the right to make changes to this site and these Conditions at any time.
- i. **Out-of-Stock Products.** We will ship your product as it becomes available. Usually, products ship the same day if ordered by 11:00AM, or by the next business day if your order is received after this time and for orders received on Saturday, Sunday or any major holiday. However, there may be times when the product you have ordered is out-of-stock which will delay fulfilling your order. We will keep you informed of any products that you have ordered that are out-of-stock and unavailable for immediate shipment. You may cancel your order at any time prior to shipping.
- j. **Typographical Errors.** In the event a product is listed at an incorrect price due to typographical error or error in pricing information received from our suppliers, Our Store shall have the right to refuse or cancel any orders placed for product listed at the incorrect price. Our Store shall have the right to refuse or cancel any such orders whether or not the order has been confirmed and your credit card charged. If your credit card has already been charged for the purchase and your order is canceled, Our Store shall immediately issue a credit to your credit card account in the amount of the incorrect price.

5. **RESTRICTIONS:** Without the prior written consent of Scaleit, Customer is prohibited from:

- a. Assigning, sublicensing, or renting the Software or using it in any type of software service provider or outsourcing environment;
- b. Causing or permitting reverse engineering (except to the extent expressly permitted by applicable law despite this limitation), decompiling, disassembling, modifying, translating, making any attempt to discover the source code of the Software; or
- c. Evaluating or using, or facilitating the evaluation or use, of the Software for the purpose of competing with Scaleit.

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 - ii. is or becomes a matter of public knowledge through no fault of Recipient;
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Recipient may disclose Confidential Information if required by law, but it will attempt to provide notice to the Discloser in advance so it may seek a protective order.

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7. **TERMINATION:** This agreement is in effect until terminated.

- a. **By Customer.** Customer may terminate the agreement with notice to Scaleit along with removing the Software from all computers, and returning or destroying the original and copies of the Software.
- b. **Upon Breach.** This agreement will automatically terminate if Customer is in breach of any term of this agreement after 30-day notice and cure period.
- c. **Upon Notice From Scaleit, After All Weighing Subscriptions Are Used.** Scaleit may terminate this agreement with notice and without liability, effective when all weighing subscriptions have been used.

Upon termination of this agreement for any reason, Customer must immediately stop all use of the Software, remove the Software from its computers and either destroy the original Software and all copies of the Software, or return the Software to Scaleit. Customer must confirm in writing that it has complied with these requirements upon the request of Scaleit.

8. **PAYMENTS AND DELIVERY:** Customer must purchase and pay for weighing subscriptions in advance, or otherwise within 30 days of the invoice date. Customer is responsible for any sales, use or similar taxes on the Software. Customer accepts the Software on the date of the order.
9. **RETURNS:** We will gladly accept the return of products that are defective due to defects in manufacturing and/or workmanship for 30 days from the date of purchase. Fulfillment mistakes that we make resulting in the shipment of incorrect product to you will also be accepted for return 30 days from the date of purchase.
10. **SHIPPING POLICY:** Shipping Time — Most orders received before 11:00AM will ship the same day, provided the product ordered is in stock. Most orders received after 11:00 AM will ship the next business day. Orders are not processed or shipped on Saturday or Sunday, except by prior arrangement. We cannot guarantee when an order will arrive. Consider any shipping or transit time offered to you by Sample Store or other parties only as an estimate. We encourage you to order in a timely fashion to avoid delays caused by shipping or product availability.
11. **SOFTWARE PERFORMANCE WARRANTY, REMEDY AND DISCLAIMER:** Except for a Trial License, Scaleit warrants--until the weighing subscriptions have all been used--that the Software will perform in substantial accordance with the online training videos located at <http://www.truck-scale-software.com/video>. This warranty will not apply to any problems caused by software (other than the Software), hardware not supplied by Scaleit, use other than in accordance with the product documentation, or misuse of the Software.
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 - b. **DISCLAIMER OF OTHER WARRANTIES:** EXCEPT FOR THE ABOVE PERFORMANCE WARRANTY, SCALEIT DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE SOFTWARE MAY NOT BE ERROR FREE, AND USE MAY BE INTERRUPTED.
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 - a. **What information do we collect?** When you visit our Web site you may provide us personal when placing an order.
 - i. **Order Information:** You will provide us information about yourself, your firm or company when you choose to place an order for our book.
 - ii. **Web Site Information:** We do NOT use cookies therefore our site does not gather any information by you visiting our site.
 - iii. **Information Sharing:** We do not share any of your information with any outside entity. We may use your information to offer new products and/or services.

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16. **GOVERNING LAW AND EXCLUSIVE FORUM:** This agreement is governed by the laws of the State of Florida, without regard to conflict of law principles. Any dispute arising out of or related to this agreement must be brought in the state and federal courts for Pinellas County, FL. Customer consents to the personal jurisdiction of such courts and waives any claim that it is an inconvenient forum. The prevailing party in litigation is entitled to recover its attorneys' fees and costs from the other party.
17. **MISCELLANEOUS.**
- a. **Entire Agreement.** This agreement, and all weighing subscription orders constitute the entire agreement between the parties and supersedes all prior or contemporaneous negotiations, representations or agreements, whether oral or written, related to this subject matter.
 - b. **Modification Only in Writing.** No modification or waiver of any term of this agreement is effective unless signed by both parties.
 - c. **Non-Assignment.** Neither party may assign or transfer this agreement to a third party, except that the agreement may be assigned as part of a merger, or sale of all or substantially all of the business or assets, of a party.
 - d. **Export Laws.** Customer agree not to import, export, re-export, or transfer, directly or indirectly, any part of the Software or any underlying information or technology except in full compliance with all United States, foreign and other applicable laws and regulations.
 - e. **Independent Contractors.** The parties are independent contractors with respect to each other.
 - f. **Enforceability.** If any term of this agreement is invalid or unenforceable, the other terms remain in effect.
 - g. **No Purchase Order (PO) Terms.** Scaleit rejects additional or conflicting terms of a Customer's form-purchasing document.
 - h. **Survival.** All terms that by their nature survive termination or expiration of this agreement, will survive.