

**ELECTRONIC ADVERTISING AGREEMENT**  
**CargoTrax, 1999**

**PARTIES**

Pursuant to this agreement CargoTrax, and Advertiser, known as \_\_\_\_\_ shall pay to CargoTrax US\$ \_\_\_\_\_ upon receipt of invoice, and CargoTrax shall reserve Banner Advertising Space on the CargoTrax Web Server.

**DEFINITIONS**

"Advertising Space" means Banner Advertisements, stored on the CargoTrax Web Server.

"Banner Advertisement" means a single display or impression of an image file on the CargoTrax Web Server. Banner advertisement impressions can be Hyperlinked to the Advertisers web page.

"Hyperlink" means a request for information from a server other than CargoTrax's Server.

"CargoTrax Web Server" means a computer server capable of displaying an advertisement on the CargoTrax Worldwide Web site. The server is either owned by CargoTrax, or CargoTrax's current Internet Service Provider.

"CargoTrax World Wide Web Site" is defined as the materials available via the hypertext transfer protocol to the general public, from the Internet domain "cargotrax.com".

**PAYMENT**

CargoTrax reserves the right to hold the Advertiser liable for any and all amounts owed. If payments are not made in a timely manner, CargoTrax, at its option, may terminate this Agreement immediately. All fees are payable in US Dollars and in advance of the setup and commencement of display of any advertisement on the CargoTrax server. All Advertisement fees are completely non-refundable. Payments are to be mailed to;

CargoTrax  
7303 Fuchsia Lane  
Humble, Texas 77346

**RIGHT TO REFUSE ADVERTISING**

CargoTrax reserves the right to refuse any banner advertisement that it deems inappropriate, inconsistent with the goals and values of CargoTrax, or otherwise unsuitable for use on the CargoTrax World Wide Web Site. CargoTrax will not accept any advertisement that relates to Adult Sex Sites, Pornography, Gambling and Bulk E-mailing Services or Spamming. This Agreement is voidable by CargoTrax immediately if Advertiser fails to disclose (or conceals or misrepresents) any involvement with Adult Sex Sites, Pornography, Gambling and Bulk E-mailing Services or Spamming.

**INDEMNIFICATION FOR LIABILITY**

The Advertiser is solely responsible for legal liabilities relating to the material to which users can link to or transfer to through the Advertisement and/or the Advertisement itself. The Advertiser agrees to indemnify CargoTrax against any action, loss and/or damages arising from or in connection to this Agreement, either directly or indirectly.

**ASSIGNMENT**

Advertiser may not assign this agreement, in whole or in part, without CargoTrax's written consent. Any attempt to assign this Agreement without such consent will be null and void.

**GOVERNING LAW**

This Agreement will be governed by and construed in accordance with the laws of the State of Texas.

**ENTIRE AGREEMENT**

This Agreement and any and all exhibits and attachments are the complete and exclusive agreement between the parties with respect to the subject matter hereof, superseding and replacing any and all prior agreements, communications, and understandings (both written and oral) regarding such subject matter, provided that all pricing will be governed by CargoTrax's rate card, whether printed on paper or electronically. The terms and conditions of this Agreement will prevail over any contrary or inconsistent terms in any purchase order. This Agreement may only be modified, or any rights under it waived, by a written document executed by both parties.

\_\_\_\_\_  
Company Name (Advertiser)

\_\_\_\_\_  
Authorized Advertiser Representative (Signature)

\_\_\_\_\_  
Date