

WindoTraderBLUE Subscriber End-User License Agreement

THIS WINDOTRADERBLUE SUBSCRIBER'S END-USER LICENSE AGREEMENT (EULA) IS A LEGAL AGREEMENT BETWEEN THE SUBSCRIBER (HEREINAFTER KNOWN AS Subscriber) AND WINDOTRADER CORPORATION, 3773 HOWARD HUGHES PARKWAY, SOUTH TOWER, SUITE 500, LAS VEGAS, NV 89169-6014 (HEREINAFTER KNOWN AS WTC) AND FOR WINDOTRADERBLUE (HEREINAFTER KNOWN AS WTB). THIS WINDOTRADER SUBSCRIBER'S END-USER LICENSE AGREEMENT INCLUDES ALL ASSOCIATED MEDIA, PRINTED MATERIALS, AND ONLINE OR ELECTRONIC DOCUMENTATION FOR WINDOTRADER.

BY INSTALLING WTB AND ANY UPGRADES TO WTB, THE Subscriber AGREES TO BE BOUND BY ALL OF THE TERMS OF THIS EULA AS SET FORTH BELOW.

END-USER LICENSE AGREEMENT FOR WindoTraderBLUE

THIS AGREEMENT shall be effective from the date it is accepted by WTC until terminated per section 6 of this contract.

1. GRANT OF LICENSE

- A. **RIGHTS TO TOOLS.** WTC grants Subscriber a limited, non-exclusive, non-transferable, royalty-free license to install and use WTB accompanying this EULA on subscriber's computers, for the Subscriber's use in trading and investment activities.
- B. **OWNERSHIP.** WTC shall retain title and all ownership rights to WTB and this EULA shall not be construed in any manner as transferring any rights of ownership or license to WTB or to the features and functionality or information provided therein.
- C. **REQUIREMENTS.** Subscriber agrees to provide and maintain at its expense, hardware and software meeting the minimum requirements and specifications of WTB communicated to the Subscriber prior to and after the execution of this agreement. WTC is not required and will not maintain any of the Subscriber's hardware, data, or property in connection with the Subscriber's use of WTB.
- D. **MARKET DATA.** Subscriber understands and agrees that WTB utilizes and is dependent upon Third-Party Data, over whom WTC has no control.
- E. **RIGHT TO USE.** WTC grants Subscriber a nonexclusive, nontransferable right to use both WTB and the Proprietary Information for the term of this Agreement. Subscriber may not assign, copy, modify, merge, transfer, decompile or reverse engineer WTB or any of the Proprietary Information, or use the same in conjunction with any non-approved hardware or software. Subscriber's rights to WTB and Proprietary information cease upon termination of this Agreement.
- F. **NO RENTAL OR COMMERCIAL HOSTING.** Subscriber may not rent, lease, lend or provide commercial hosting services with WTB.
- G. **RESERVATION OF RIGHTS AND OWNERSHIP.** WTC reserves all rights not expressly granted to Subscriber in this EULA. WTB is protected by copyright and other intellectual property laws and treaties. WTC owns the title, copyright, and other intellectual property rights in WTB. WTB is licensed, not sold.

H. TERM. This agreement shall be effective as of the date and the time of the initial installation of WTB on the Subscriber's CPU. Unless terminated earlier in accordance with this Agreement, either party may terminate this Agreement by giving the other party at least thirty (30) days advance written notice of termination of this Agreement. This license will terminate automatically without notice from WTC if the Subscriber fails to comply with the terms of this agreement.

2. WTB VERSIONS, UPDATES AND MAINTENANCE

A. WTB subscribers agree to and understand it is a software application that is and will perpetually continue to be under constant development and improvement, including maintenance patches to fix current issues, add new features, and both expand and extend operational functionality. Updates to the application are delivered automatically upon the launch of WTB.

B. VERSION. Version available to WTB Subscribers

WTB has completed several stages of testing including unit testing, alpha-testing, and beta-testing. Based on the results of those testing levels, WTB Release Version is at the level of performance and compatibility of a generally available product offering. NOTE: Even though WTB Version is operational, WTC acknowledges that some features and functionality are counter to traditional user experiences, may not operate perfectly, and may be substantially modified in the future based on subscriber feedback and input. To support WTB subscribers, WTC provides technical support through multiple support channels and WTC Team members.

3. MARKET DATA

A. MARKET DATA. Subscriber understands and agrees that WTB utilizes and is dependent upon Third-Party Market Data Providers. In the event Third-Party Market Data Providers terminate their services in providing Market Data, WTC will exhibit best efforts in finding a suitable replacement, but in no way will guarantee such replacement.

B. INSPECTIONS. Subscriber will allow WTC, its agents and contractors, access to any Subscriber location during normal business hours without advance notice to observe the use and status of WTB and Subscriber's compliance with this Agreement including the number of terminals accessing the Subscribers licensed.

C. DISCLOSURES OF SUBSCRIBER INFORMATION. WTC is required to report certain Subscriber Information to Market Data Providers, therefore Subscriber agrees that WTC may provide Subscriber's non-public personal information, including but not limited to, name, address, telephone numbers, email addresses, account number, number of CPU's and terminals and related information, to Market Data Providers, regulatory agencies and other affiliated third parties. Subscriber may revoke its consent to such disclosure by WTC at any time, but if the consent is revoked, WTC may terminate this Agreement on notice to the Subscriber based on WTC's non-compliance.

4. CHARGES:

A. MONTHLY CHARGES: Subscriber agrees to pay WTC the current published monthly license fee for the use of WTB plus any and all sales, use, excise, property taxes and other fees or charges levied and applicable for WTB, in advance.

- B. LICENSE FEE INCREASES. WTC may increase its monthly WTB license fee on thirty (30) days advance written notice to the Subscriber through the Subscriber's provided e-mail Address. However, Subscriber may terminate this Agreement as of the effective date of the fee increase notice by giving written notice to WTC prior to the end of said thirty (30) day notice period. Written Notice shall include e-mail sent to the e-mail address provided by Subscriber. It will be the responsibility of the Subscriber to notify WTC in the event Subscriber changes e-mail addresses.
- C. TAXES. Subscriber shall pay or reimburse WTC for any and all sales, use, excise and personal property taxes and other fees, excise or charges levied or imposed by any authority, government or governmental agency as a result of or in connection with the transaction covered by this Agreement provided any request for reimbursement is accompanied by reasonable documentation.

5. PROPRIETARY INFORMATION

PROTECTION: WTB includes Proprietary Information and Subscriber acknowledges and agrees that WTB and the Proprietary Information is proprietary and unique to WTC, as to copyright, patent or other proprietary rights that may be held or licensed to WTC. Subscriber will not disclose, and will take or cause to be taken all necessary precautions to maintain confidentiality of, WTB and the Proprietary Information (except that which is generally available to the public or previously known by the Subscriber if not due to a breach of confidentiality obligations), will comply with all copyrights, trademarks, trade secrets, patent and other laws necessary to protect all rights in the Proprietary Information, and will not remove or conceal any copyright or trademark or other proprietary notice included in or on WTB. Subscriber will report the location of all copies of WTB and the Proprietary Information in the Subscriber's possession or control upon request and return them to WTC upon termination of this Agreement.

6. WARRANTIES, DISCLAIMERS AND LIMITS OF LIABILITY

- A. WARRANTY. WTC will make commercially reasonable efforts to try and correct defects in WTB and Proprietary Information given due regard to the nature and extent of the defect. Subscriber acknowledges that: (1) it is not possible to produce software or process Third-Party Market Data which is free of error or defect; (2) WTC is not the originator or the source of Market Data and in a real-time information service environment, it is not possible to identify or remedy every error prior to transmission; (3) WTB is a complex software program and may conflict with or be degraded or corrupted by other software applications operated by the Subscriber on the same CPU; and (4) the Internet is subject to the same inherent limitations due to many factors including overloads, delays, disconnections, conflicts and interruptions.
- B. DISCLAIMER. THE RIGHT TO THE LICENSED USE OF WTB AND TO USE THE PROPRIETARY INFORMATION IS GRANTED "AS IS" AND "WITH ALL FAULTS". NEITHER WTC OR ANY MARKET DATA PROVIDER OR SUPPLIER MAKES ANY REPRESENTATION, GUARANTIES OR WARRANTIES, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER EXPRESS OR IMPLIED, EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT OR, IN THE CASE OF MARKET DATA PROVIDERS, IN SUBSCRIBER AGREEMENTS WITH THEM. SUBSCRIBER ACKNOWLEDGES IT HAS NOT RELIED UPON ANY REPRESENTATION, GUARANTY OR WARRANTY MADE BY WTC EXCEPT AS EXPRESSLY STATED HEREIN.
- C. INVESTMENT ADVICE. WTC DOES NOT PROVIDE TRADING OR INVESTMENT ADVICE OR RECOMMENDATIONS REGARDING THE PURCHASE, MANAGEMENT, AND/OR SALE OF ANY FINANCIAL INSTRUMENT OR CONTRACT. INFORMATION, ILLUSTRATIONS, AND EXAMPLES

ARE PROVIDED BY WTC REGARDING WTB ARE FOR EDUCATIONAL AND INFORMATIONAL PURPOSES ONLY. THIS STATEMENT APPLIES TO WTB AND ITS SUPPORTIVE PRINTED AND ONLINE CONTENT.

- D. NO LIABILITY FOR LOSSES. Subscriber understands and agrees that WTC, its employees, agents, contractors, and Third-Party Market Data Providers, will not be liable for any loss (including without limitation trading losses and lost profits), cost or damage, suffered or incurred by Subscriber or any third party arising out of any lost data, faults, interruptions, delays, inaccuracies, errors or omissions in the information displayed on WTB or contributed by Subscriber, however such matters arise.
- E. LIMIT OF LIABILITY. Notwithstanding any provision hereof, in no event will (1) WTC be liable for any lost profits or indirect, incidental, special, punitive, consequential or similar damages with respect to WTB, the Proprietary Information or the Subscriber's equipment even if advised of the possibility of such damages; (2) the aggregate liability of WTC, its affiliates, employees or agents, direct or indirect, arising out of or in connection with this Agreement, exceed an amount equal to the monthly license fee paid by the Subscriber in the month in which the claim against WTC arose, regardless of the cause or form of action, whether claims are grounded in contract or tort, nor (3) will WTC be liable to Subscriber on any claim that arose more than one (1) year before the institution of the suit thereon. The parties agree this Agreement reflects a reasonable allocation of risk and limitation of liability. If some jurisdictions do not allow the exclusion or limitation of liability for certain damages, in such jurisdictions, the liability of WTC shall be limited in accordance with this Agreement to the extent permitted by law.

7. INDEMNIFICATION

- A. BY SUBSCRIBER. With respect to Subscriber's use, license, ownership, or possession of WTB and the Proprietary Information the following indemnity provisions shall apply. Subscriber will defend, indemnify and hold harmless WTC and both Third-Party Market Providers, their directors, employees, representatives, agents and contractors from and against any claim, loss, liability, cost or damage, including reasonable attorney's fees, in connection with any claim or action asserted by any third party User or third party associated with arising from (1) WTB, Proprietary Information or Third-Party Market Data provided hereunder, (2) any trading losses, lost profits, lost data, operational expenses, faults, failures (including security failures and unauthorized access), interruptions or delays in or unavailability of WTB or Third-Party Market Data, (3) any inaccuracies, errors or omissions in the information contained or transmitted in WTB or the Third-Party Market Data Provider, (4) Subscriber's violation of this Agreement or any third party's rights, including but not limited to copyright, trademark, proprietary and privacy rights; and (5) Subscriber's failure to follow user procedures in the applicable Subscriber's guide, video guides, and checklists, unless due to WTC's gross negligence or willful misconduct.

BY WTC. Subject to the limitations of liability set forth above, WTC will indemnify and hold Subscriber harmless from and against any claim that the WTB software infringes on a United States patent or copyright provided Subscriber gives WTC prompt notice of and the opportunity to defend any such claim and Subscriber cooperates in the defense thereof.

8. TERMINATION

- A. DEFAULTS. The following events constitute "Defaults" under this Agreement:

- (1) A breach by either party of a provision of this Agreement which is not cured within ten (10) days after written notice of such breach, provided that for Subscriber's default in

payment of any sum due WTC, the cure period will be five (5) days from the date of notice of the default, and no notice or cure period is required for Subscriber's breach of Section 1(B) or Section 3;

(2) A party's making an assignment for the benefit of its creditors, or the filing by or against the party of a voluntary or involuntary petition under any bankruptcy or insolvency law, which petition is not dismissed within 60 days from filing thereof; or

- B. WTC's DISCRETION. It is WTC's sole reasonable discretion as to the impracticability of providing WTB or the Proprietary Information to the Subscriber or the inaccessibility of the Subscriber's Location.
- C. SUBSCRIBER'S REMEDIES. Upon a Default by WTC, Subscriber, as its sole remedy may terminate this Agreement by notice to WTC.
- D. WTC's REMEDIES. Upon a Default by the Subscriber, WTC may terminate this Agreement on notice to Subscriber, and recover from Subscriber all charges due and possession of WTB and WTC's Proprietary Property and Information. WTC shall be entitled to injunctive and other equitable relief against Subscriber for breaches of this Agreement. WTC's rights and remedies are cumulative and not exclusive.
- E. RETURN OF WTC's PROPERTY. Upon termination of this Agreement, Subscriber will return at its expense and in a safe and commercially reasonable manner WTB and the Proprietary Information and other property of WTC to WTC.

9. GENERAL

- (A) ENTIRE AGREEMENT; SIGNATURES. This Agreement (which includes all schedules and addendums) is the complete and exclusive agreement of the parties and supersedes all prior agreements, oral or written, regarding this Agreement's subject matter. Subject to provisions in Section 4 for fee increases and changes, any amendment to this Agreement shall be valid unless in writing and signed by the parties. This Agreement may be signed in two or more counterparts, all of which will be deemed to be one agreement. This contract may be executed with digital signatures in compliance with the Nevada Digital Signatures Act, Nevada Code Chapter 720. (B) LAW AND VENUE: This Agreement is deemed to have been executed and delivered in, and shall be governed and construed in accordance with the laws of, the State of Nevada, without giving effect to principles of conflict of laws which might otherwise require application of laws of another jurisdiction. Every controversy or claim arising out of or relating to this Agreement shall be subject to the exclusive jurisdiction of the state and federal courts located in Nevada, and the parties waive any objection to jurisdiction or venue therein. The prevailing party in any legal action or proceeding with respect to a controversy or claim arising out of this Agreement shall be entitled to an award of its reasonable attorney's fees and expenses.
- (C) SEVERABILITY AND INTERPRETATION. If any provision of this Agreement is held to be invalid or unenforceable, the invalidity or unenforceability of the remaining provisions shall not be affected. The headings in this Agreement are for convenience only and shall not affect the Agreement's interpretation. Time is of the essence of this Agreement.
- (D) ASSIGNMENTS. Subscriber may not assign, sublicense or otherwise transfer or delegate any rights or obligations under this Agreement without WTC's prior written consent, which may be withheld in WTC's sole discretion. This Agreement shall be

binding upon and inure to the benefit of the respective parties, their legal representatives, successors and permitted assigns.

- (E) EXPORT RESTRICTIONS. Recipient acknowledges that WTB is subject to U.S. export jurisdiction. Recipient agrees to comply with all applicable international and national laws that apply to WTB, including the U.S. Export Administration Regulations, as well as end-user, end-use, and destination restrictions issued by U.S. and other governments.
- (F) SURVIVAL. Claims for payment and Sections 1, 5, 6 and 7 shall survive the termination of this Agreement.
- (G) WAIVERS. The failure of either party to exercise any right under this Agreement shall not be deemed a waiver of any future exercise of such right or a waiver of any other provision of this Agreement.
- (H) FORCE MAJEURE. WTC will have no liability for any loss, cost or damage resulting from any failure by WTC to perform any obligation hereunder or from any delay in the performance thereof, due to causes beyond WTC's control, including without limitation, acts of God, public enemy, or government, failure of telecommunications, fire or other casualty.
- (I) NOTICES. Except as specifically provided otherwise herein, all notices required under this Agreement shall be in writing and shall be deemed to have been given upon receipt by the parties as follows: if to WTC, by U.S. Mail, email (at the email address provided by WTC from time to time), hand delivery or courier, at the address specified at the address at the beginning of this Agreement and to the attention of "Administrator"; and if to the Subscriber by e-mail at the Notice Address. A party may change the address for receipt of its notices by giving notice in accordance with this section.

As of February 16, 2017