

## Blue Wave Trading License Agreement

THIS AGREEMENT is made this \_\_\_\_\_, 2010 by and between Blue Wave Trading Research and Development Inc. ("Vendor") and \_\_\_\_\_ ("Customer"). In consideration of the mutual agreements contained in this document, the parties, intending to be legally bound, agree as follows:

1. Vendor has conceived the Trading System or Indicators and hereby grants to Customer a limited, non-exclusive, non-transferable license to use the VENDOR software and intellectual property designated "the Licensed Software" (below) for Customer's *personal trading* only. This license does not convey to Customer any interest in or to the Licensed Software, but only a limited right of use revocable by the terms of this Agreement. The Licensed Software shall be utilized by Customer only in accordance with this Agreement and shall not be copied into any other software (including any source code, object code or algorithms), modified or disclosed in any form by any media to any other person or party.

### LICENSED SOFTWARE:

The Licensed Software includes the any trading system or indicator(s) provided to the customer by the Vendor. The aforementioned trading system or indicators will be configured to execute on one computer owned by the customer only, unless otherwise agreed upon in writing.

2.VENDOR will provide Customer with written documentation or verbal instructions pertaining to the Licensed Software.

3.Customer will be responsible for and obtaining and paying for a subscription to a data feed, and whatever else is necessary in order to use the Licensed Software, and to obtain a working version of charting software such as TradeStation © or Ninja Trader.

4.VENDOR shall not be liable for, and neither Customer nor any person on behalf of customer shall hold or seek to hold VENDOR liable for, any technical problems, system failures and malfunctions, communication line failures, equipment or software failures and malfunctions, and other similar computer problems or defects. The Licensed Software is provided "as is," and VENDOR disclaims and Customer hereby expressly waives, all warranties, express or implied, including any warranties or guarantees with respect to the Licensed Software, including without limitation, warranties of merchantability or fitness for a particular purpose. VENDOR shall not be liable to Customer or any third parties for any loss, cost, damage or other injury, (including but not limited to consequential, exemplary, special, indirect, incidental or punitive damages relative to loss of data, loss of use of any equipment or goods, network downtime costs, or for loss of profit or revenues arising there from) whether in contract or tort arising out of or caused in whole or in part by Customer's use of or reliance on the Licensed Software or its content even if VENDOR is advised of the possibility of such damage. If some jurisdictions do not allow the exclusion or limitation of liability for certain damages, in such jurisdictions, the liability of VENDOR shall be limited in accordance with this Agreement to the extent permitted by law.

5. Customer understands and acknowledges that there is substantial risk in trading securities, commodities, futures, options and other instruments with or without the Licensed Software, and that past results are not necessarily indicative of future results or performance.

6.VENDOR makes no representations concerning the suitability of the Licensed Software for use by Customer. Customer should determine for himself or herself whether, and to what extent, the use of the Licensed Software is suitable for Customer

7. Customer will hold harmless and indemnify VENDOR and its officers, directors, employees and agents, from and against any and all losses, costs, damages and liabilities, including reasonable attorneys' fees, resulting directly or indirectly from the use of the Licensed Software by Customer or Customer's agents, including any claims brought against VENDOR that arise out of or relate to the use of the Licensed Software by Customer, or Customer's agents. 8.Without the prior express written

consent of VENDOR, Customer *may not assign, sub-license, transfer, pledge, lease, rent or share Customer's rights, duties or obligations under this Agreement to or with any person or entity, in whole or in part.* This Agreement shall be binding upon and inure to the benefit of the respective parties, their legal representatives, successors and permitted assigns.

**9. Customer represents and warrants the following as applicable: Customer is an individual trader, which means that Customer will use the Licensed Software only to trade Customer's personal account. For these purposes, a personal account is in the Customer's name only, a joint account in the name of Customer and Customer's spouse, or a Trust in the name of the Customer or Customer's spouse. Customer agrees he will notify Vendor immediately if he is managing money, trading for others, offering trading related products or advice. Blue Wave Trading reserves the right to terminate any licensing agreement in which customer engages in any of the aforementioned activities. Professional and institutional fee structure will apply at 2x retail cost for professional license.**

10. Customer acknowledges and understands that ***all sales are final and non refundable***  
**Initials:**\_\_\_\_\_

Signed this \_\_\_\_\_, 2009

\_\_\_\_\_  
Customer Name

\_\_\_\_\_  
Address, City, State/Country

Disclosure Document: Futures, options, and securities trading have risk of loss and may not be suitable for all persons. Past results are not necessarily indicative of future results, and this does not guarantee profits or prevention of loss. Hypothetical or simulated performance results have certain inherent limitations. Unlike an actual performance record, simulated results do not represent actual trading. Also since the trades have not actually been executed, the results may have under- or over-compensated for the impact, if any, of certain market factors such as lack of liquidity. Simulated trading programs in general are also subject to the fact that they are designed with the benefit of hindsight.

## **DISCLOSURE/DISCLAIMER**

**U.S. Government Required Disclaimer** - Commodity Futures Trading Commission. Futures and options trading has large potential rewards, b U.S. Government Required Disclaimer - Commodity Futures Trading Commission. Futures and options trading has large potential rewards, but also large potential risk. You must be aware of the risks and be willing to accept them in order to invest in the futures and options markets. Don't trade with money you can't afford to lose. This website is neither a solicitation nor an offer to Buy/Sell futures or options. No representation is being made that any account will or is likely to achieve profits or losses similar to those discussed on this website. The past performance of any trading system or methodology is not necessarily indicative of future results. **CFTC RULE 4.41 - HYPOTHETICAL OR SIMULATED PERFORMANCE RESULTS HAVE CERTAIN LIMITATIONS. UNLIKE AN ACTUAL PERFORMANCE RECORD, SIMULATED RESULTS DO NOT REPRESENT ACTUAL TRADING. ALSO, SINCE THE TRADES HAVE NOT BEEN EXECUTED, THE RESULTS MAY HAVE UNDER-OR-OVER COMPENSATED FOR THE IMPACT, IF ANY, OF CERTAIN MARKET FACTORS, SUCH AS LACK OF LIQUIDITY. SIMULATED TRADING PROGRAMS IN GENERAL ARE ALSO SUBJECT TO THE FACT THAT THEY ARE DESIGNED WITH THE BENEFIT OF HINDSIGHT. NO REPRESENTATION IS BEING MADE THAT ANY ACCOUNT WILL OR IS LIKELY TO ACHIEVE**