

**END USER LICENSE AGREEMENT
S&D SOFTWARE, INC. AND AFFILIATES**

THIS END USER LICENSE AGREEMENT (“Agreement”) is made and entered into between S&D Software, Inc., a Texas corporation (“**Licensor**” or “**S&D**”), Licensor’s affiliates (“**Affiliates**”), and the end user (“**Licensee**”) (collectively, the “**Parties**”) as of the date of acceptance by Licensee (the “**Effective Date**”).

RECITALS:

WHEREAS, Licensor and its Affiliates operate a software based application which allows Licensees to access valuable content, tools, scripts, derived data, programs, and platform(s) (the “**Content**”), including Copyrighted Works or materials trademarked or patented by Licensor or its Affiliates; and,

WHEREAS, Licensor desires to provide Licensee with the right to use the software based application and the Content therein and Licensee desires to purchase access to such Content;

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter set forth, and for other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the Parties hereby agree as follows:

**SECTION 1:
GRANT OF RIGHTS**

1. Grant of Rights. Subject to the terms and conditions of this Agreement, Licensor will grant Licensee the non-exclusive right to access Licensor’s software based application during the term of the Agreement. Licensor grants Licensee a revocable, non-exclusive right and license to utilize the Content pursuant to the terms and conditions of this Agreement.

2. Rights Retained by Licensor. Licensor retains all rights with respect to the software based application and the Content, including, and without limitation, the right to operate or grant other parties, including any person or entity related in any manner whatsoever to Licensor or its Affiliates, the right to utilize the Content.

**SECTION 2:
TERM, FEES, DATA STORAGE RESTRICTIONS, ACCURACY OF CONTENT AND INTEGRATION OF
TERMS OF OTHER AGREEMENTS**

1. Term.

(a) The term of this Agreement shall be one (1) calendar month, and then may be renewed perpetually month-to-month thereafter, unless and until terminated by either of the Parties.

(b) This Agreement automatically terminates at the end of the Term, unless renewed or extended by the Parties. Licensee may extend the Term on a month-to-month basis by continuing to pay the license fee following expiration of the initial Term. Upon termination without renewal or

extension, Licensee must immediately cease using the Content for any purpose; destroy or delete all copies and archives of the Content or accompanying materials; and, if requested, confirm to Licensor in writing that it has complied with these requirements within ten (10) business days of Licensor's written request.

(c) By accepting the terms of this Agreement, Licensee specifically waives any fourteen (14) day right of cancellation provided under laws of the European Union (“E.U.”) or any E.U. member country. Licensee further knowingly waives any right of cancellation or rescission provided under any other laws or regulations that may apply to the terms of this Agreement.

(d) Licensor reserves the right to elect at a later date to replace the Content with a commercially reasonable alternative from time to time and for any reason. Upon Licensee's receipt of notice of such replacement sent to the address or contact information provided to Licensor or its Affiliates by Licensee, the license for the replaced Content immediately terminates, and this license automatically applies to the replacement Content. Upon notice from Licensor, Licensee agrees to immediately terminate use of any Content replaced pursuant to this provision.

(e) Upon notice from Licensor, or Licensee's actual or constructive knowledge that any Content is subject to a threatened, potential or actual claim of infringement of another's right for which Licensor may be liable, Licensee must immediately and at its own expense: (i) stop using the Content; (ii) delete or remove the Content from its premises, computer systems and storage (electronic or physical); and (iii) ensure that its clients, printers or ISPs do likewise. Once Licensee has verified in writing that it has completed (i) through (iii) above, Licensor will provide Licensee with replacement Content as detailed in subsection (d) above.

2. License Fee.

Licensee shall pay a nonrefundable subscription fee, due in full prior to Licensee's access to the software based application or Content therein.

3. Data Storage Restrictions

Licensor reserves the right to implement data storage restrictions at any time prior or subsequent to the commencement of the term of this Agreement. Licensee agrees to comply with Licensor's data storage restrictions when implemented by Licensor.

4. Accuracy of Content.

Licensee may download S&D Content, such as, without limitation – videos, educational training materials, scripts, and spreadsheets – for Licensee's own benefit. However, S&D cannot guarantee the ongoing accuracy applicability of such Content, as markets are ever-changing, indicators may vary, and analysis is fluid. S&D's Content is for general educational and analysis purposes only, and S&D makes no warranties of accuracy or applicability of its Content. Licensor cannot and does not represent or guarantee that any of the information available

through our services or on the software based application is accurate, reliable, current, complete or appropriate for your needs. Various information available through our services or on Licensor’s software based application may be specially obtained by Licensor from professional businesses or organizations, such as exchanges, news providers, market data providers and other content providers (e.g. CBOE BZX and possibly other established financial exchanges such as the New York Stock Exchange, NASDAQ, New York Mercantile Exchange, and/or Dow Jones), who are generally believed to be reliable sources of information (collectively, the **“Data Providers”**). Nevertheless, due to various factors — including the inherent possibility of human and mechanical error — the accuracy, completeness, timeliness, results obtained from use, and correct sequencing of information available through our services and website are not and cannot be guaranteed by Licensor. Licensor makes no warranty and assumes no obligation or liability for scripts, indicators, ideas and other content of third parties. Licensee’s use of any third-party scripts, indicators, ideas and other content is at Licensee’s sole risk.

5. Incorporation of Terms of Other Agreements.

Licensee and Licensor agree that the terms of the following agreements are integrated into the terms of this Agreement and/or incorporated by reference: Licensor’s [Website Privacy Policy](#), Licensor’s [Website Terms and Conditions](#), and Licensor’s Risk Disclosure.

SECTION 3: RESTRICTIONS ON USE AND LICENSEE REPRESENTATIONS

1. Prohibited Uses.

(a) Licensee shall not:

(i) use the Content in electronic or digital applications intended for resale or other distribution;

(ii) use or display the Content on websites or other venues designed to induce or involving the sale, license or other distribution of any product or publication;

(iii) use the Content in connection with any goods, services or other items for resale, license or other distribution for profit;

(iv) use any of the Content as part of a trade-mark, design-mark, trade-name, business name, service mark, or logo;

(v) use or incorporate the Content in any product that results in a re-distribution or re-use of the Content or is otherwise made available in a manner such that a person can extract or access or reproduce the Content as an electronic file;

(vi) use the Content in a fashion that is considered by Licensor as or under applicable law is considered pornographic, obscene, immoral, infringing, defamatory or libelous in

nature, or that would be reasonably likely to bring any person or property reflected in the Content into disrepute;

(vii) reverse engineer, decompile, or disassemble any part of the Content or any part of Licensor's or its Affiliate's sites or applications (including, without limitation, the software based application);

(viii) remove or modify any notice of copyright, trademark or other proprietary right, or any other copyright management information or metadata, from any place where it is on or embedded in the Content;

(ix) sub-license, re-sell, rent, lend, assign, gift or otherwise transfer or distribute the Content or the rights granted under this Agreement outside of Licensee's organization;

(x) post a copy or copies of the Content on a network server or web server for use by other users outside Licensee's organization;

(xi) use or display the Content in an electronic format that enables it to be downloaded or shared publicly or with third parties in any peer-to-peer or similar file sharing arrangement;

(xii) use the Content for external editorial purposes, including, but not limited to commentary in blogs or social media;

(xiii) either individually or in combination with others, reproduce the Content, or an element or part of the Content for purposes other than internal use within Licensee's organization; or,

(xiv) use or reproduce the Content on a social media platform or any other third-party website.

(xv) share, publish, distribute, assign, circulate, disseminate, or in any way give out Licensee's S&D username, password, or any other login or account credentials or information.

(b) Any instance of a Licensee's prohibited use of the Content shall be considered a breach of this Agreement entitling Licensor to immediately discontinue Licensee's access to the Content and to the S&D Website and any Content therein, and to pursue appropriate monetary damages for breach of contract or other causes of action, as applicable.

2. Representation of Legal Use.

(a) Licensee represents and warrants that (i) he/she/it is using the Content and software based application for personal use, (ii) he/she/it is not registered or qualified with the Securities Exchange Commission (SEC) or the Commodities Futures Trading Commission (CFTC), (iii) he/she/it is not engaged as an investment advisor, is not registered or qualified with any securities agency, any securities exchange, association or regulatory body in any country, and (iv) he/she/it is using their own capital and not engaging in any agreement to share the profit of your trading activities with third parties.

(b) Licensee represents and warrants that (i) he/she/it is not located in or based in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (ii) he/she/it is not listed on any U.S. Government list of prohibited or restricted parties.

(c) Licensee represents and warrants that (i) he/she/it is solely responsible for using the software based application and Content in a manner that complies with the local laws and regulations of Licensee’s jurisdiction. For the avoidance of doubt, Licensor cannot and will not guarantee compliance with the laws of Licensee’s forum, and compliance with any laws and/or regulations therewith are the sole responsibility of Licensee.

SECTION 4: OWNERSHIP AND COPYRIGHTS

1. Goodwill and Rights to Use. Licensee acknowledges that Licensee’s right to use the Content is derived solely from this Agreement and is limited to the Licensee’s use of the Content. Licensee agrees that all use of the Content and/or software based application by Licensee and any goodwill established thereby shall inure to the exclusive benefit of Licensor, and that this Agreement does not confer any goodwill or other interests in the property upon Licensee, other than the non-exclusive right to use the Content.

2. Limitations on Licensee’s Use of Content. Licensee shall use Licensor’s intellectual property assets, including the Content, and any copyrighted, trademarked or patented materials or information (including the Copyrighted Works, as that term is defined herein), for its personal use only and shall not transfer any of Licensor’s copyrighted, trademarked, trade secret, confidential, proprietary, or patented materials or information to any third party without the written consent of Licensor.

3. Notification of Infringements and Claims. Licensee shall promptly notify Licensor of any apparent infringement of or challenge to Licensee’s use of the Content, or claim by any person of any intellectual property rights to the Content or software based application.

4. Ownership of Copyrighted Works.

(a) Licensee and Licensor acknowledge that: (i) Licensor may authorize Licensee to use certain copyrighted or copyrightable works (the “**Copyrighted Works**”), and Licensee may submit or upload copyrighted or copyrightable works to Licensor via Licensor’s website(s). Such submissions are governed by Licensor’s [Website Terms and Conditions](#), the terms of which are incorporated into this Agreement. Upon submission or upload, such user-submitted content automatically transfers and is assigned to Licensor, (ii) the user-submitted content is the valuable intellectual property of Licensor, and (iii) Licensee’s rights to use any user-submitted content is granted to Licensee solely on the condition that Licensee complies with the terms of this Section and the remainder of this Agreement. Licensee agrees that Licensor owns or is the licensee of the owner of the Copyrighted Works and any user-submitted content and may further create, acquire or obtain licenses for certain copyrights in various works of authorship used in connection with the Content, including, but not limited to, all categories of works eligible for protection

under the United States copyright law, all of which shall be deemed to be Copyrighted Works under this Agreement.

(b) Licensee acknowledges that Licensee's right to use the Copyrighted Works, as described in this Agreement, is derived solely from this Agreement and is limited to the use of such Copyrighted Works pursuant to and in compliance with this Agreement and all applicable standards, specifications, and operating procedures prescribed by Licensor from time to time during the term of this Agreement. Licensee shall ensure that all Copyrighted Works used hereunder shall bear an appropriate copyright notice under the Universal Copyright Convention or copyright laws prescribed by the United States of America specifying that Licensor or its Affiliate is the owner of the copyrights therein. Any unauthorized use, adaptation, publication, reproduction, distribution of copies (whether by sale or other transfer of ownership, or by rental, lease or lending), or attempts to recreate all or a portion of such Copyrighted Works shall constitute a breach of this Agreement and an infringement of the rights of Licensor in and to the Copyrighted Works.

(c) Licensee or Licensee's agents, employees, or independent contractors (or anyone else acting on Licensee's behalf or at Licensee's direction) may submit or upload photographic, written, or other content via Licensor's website(s). By Licensee or Licensee's agents, employees, or independent contractors submitting or uploading photographic or other content via Licensor's website(s), Licensee represents and warrants to Licensor that Licensee owns copyright rights to such photographic, written, or other content, and Licensee shall immediately, automatically, and fully and finally assign and transfer its copyright rights to Licensor, without additional consideration. Following automatic copyright assignment and transfer to Licensor, such photographic, written, or other content shall fall under the definition of Licensor's Copyrighted Works in (a) above. In addition to its other indemnification obligations in this Agreement, Licensee shall indemnify and hold harmless Licensor from any claims or threatened claims relating to copyright infringement as a result of or in connection with any photographic, written, or other content submitted to or uploaded to Licensor's website(s) by Licensee or on Licensee's behalf using Licensee's user login credentials or profile.

SECTION 5: LICENSOR REPRESENTATIONS AND WARRANTIES

1. Limited Warranty.

(a) Licensor warrants the following:

(i) Licensee's use of the Content and software based application in accordance with this Agreement and in the form delivered by Licensor will not infringe on any copyright, moral right, trademark or other intellectual property right, and will not violate any right of privacy or right of publicity; and,

(ii) all necessary releases for use of the Content in the manner authorized under this Agreement, if applicable, have been obtained. Licensor does not grant any right nor

make any warranty with regard to the use of names, people, trademarks, registered logos, designs or works depicted therein.

(iii) For Licensees who are citizens of the United States of America (“**U.S.**”) or entities based in the U.S., Licensor will make good faith efforts to protect Licensee’s data through encryption, minimization, and other commercially reasonable measures. For Licensees who are citizens of countries subject to General Data Protection Regulation of 2018 (“**GDPR**”), and, only to the extent business-to-business data is protected by the GDPR, Licensor will make good faith efforts to protect Licensee’s data through encryption, minimization, and other commercially reasonable measures and will comply with the GDPR data protection regime as is further detailed in the S&D Website Privacy Policy, located at: sndsoftware.com, the terms of which are hereby incorporated by reference.

(b) While Licensor has made reasonable efforts regarding the accuracy of the Content and the usability of the software based application, Licensor cannot and does not warrant the accuracy of such information or functionality or “up time” of the software based application. Licensor cannot warrant any Content or that the software based application is suited or modified to suit a particular Licensee’s purpose. Additionally, Licensor does not warrant the accuracy of any metadata that may be provided with the Content. Licensor cannot warrant that its software based application will function properly in all jurisdictions and over all cellular, data, or local area networks. Licensor cannot guarantee up time or availability of its software based application or Content in the absence of Licensee’s access to the internet.

(c) OTHER THAN AS EXPRESSLY PROVIDED IN THIS SECTION, THE SOFTWARE BASED APPLICATION AND CONTENT THEREIN ARE/IS PROVIDED “AS IS” WITHOUT REPRESENTATION, WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. LICENSOR DOES NOT REPRESENT OR WARRANT THAT THE CONTENT WILL MEET LICENSEE’S REQUIREMENTS OR THAT ITS USE WILL BE UNINTERRUPTED OR ERROR FREE.

(d) Certain jurisdictions disallow the exclusion of implied warranties, so the above exclusions in this section may not apply to Licensee. In the event the warranty above or limitations on liability herein are found unenforceable by a court of law, the remainder of this Agreement shall remain severable and in full effect.

SECTION 6: INDEMNIFICATION AND LIMITATIONS ON LIABILITY

1. Indemnification.

(a) Licensee agrees to indemnify, defend and hold Licensor and its Affiliates, and their respective directors, officers, employees, shareholders, partners and agents harmless from and against any and all claims, liability, losses, damages, costs and expenses (including reasonable legal fees) incurred by Licensor or its affiliates as a result of or in connection with any breach or

alleged breach by Licensee, or anyone acting on Licensee's behalf with regard to any of the terms of this Agreement.

(b) Licensor agrees to indemnify, defend and hold Licensee, and its respective directors, officers, employees, and agents harmless from and against any and all claims, liability, losses, damages, costs and expenses (including reasonable legal fees) incurred by Licensee as a result of or in connection with any breach or alleged breach by Licensor or anyone acting on Licensor's behalf provided that the Content is only used in accordance with this Agreement and the claim does not arise directly or indirectly from Licensee's breach of this Agreement.

(c) The indemnification set out in this Section is conditioned on a requirement that the party seeking indemnification (the "**Indemnified Party**") must give prompt notification (within five (5) business days from receipt of notice of the claim) in writing to the party against whom indemnification is sought (the "**Indemnifying Party**") of such claim and the Indemnifying Party's right to assume the handling, settlement or defense of any claim or litigation, provided that no settlement or compromise that would admit fault or require payment by the Indemnifying Party may be approved without the written consent of the Indemnified Party. The Indemnified Party agrees to cooperate with the Indemnifying Party in the defense of any such claim or litigation at the Indemnifying Party's expense. The Indemnified Party shall have the right to participate in such litigation at the Indemnified Party's sole expense. The Indemnifying Party shall not be liable for legal fees and other costs incurred prior to the notice of the claim.

2. Limitations on Liability.

(a) In no event shall either party or any of its affiliates or their respective directors, officers, employees, shareholders, partners or agents be liable for any incidental, indirect, punitive, exemplary, or consequential damages whatsoever (including damages for loss of profits, interruption, loss of business information, or any other pecuniary loss) in connection with any claim, loss, damage, action, suit or other proceeding arising under or out of this Agreement, including without limitation use of, reliance upon, access to, or exploitation of the Content, or any part thereof. The limitation of damages in this subsection shall not apply to those damages incident to a party's indemnification obligations or in the event of the gross negligence, willful misconduct, or fraud on the part of the Indemnifying Party.

(b) Notwithstanding any other term herein, Licensor shall not be liable for any damages, costs or losses arising as a result of modifications made to the Content by Licensee or the context in which the Content is used by Licensee.

(c) Notwithstanding anything else in this Agreement, the total maximum aggregate liability of Licensor under this Agreement and any other Agreement under which Licensee has licensed the same Content, regardless of the file size, or the use or exploitation of any or all of the Content in any manner whatsoever, the obligation of Licensor under this section shall be strictly limited to the subscription fee Licensee paid for access to the Content. Limitation of liability shall not

apply to a party's indemnification obligations or in the event of the gross negligence, willful misconduct, or fraud on the part of the Licensor.

(d) In the event any of this Section 6 is found unenforceable by a court of law, the remainder of this Agreement shall remain severable and in full effect.

SECTION 7: CONFIDENTIAL INFORMATION

1. Mutual Confidentiality Obligation.

(a) Licensor possesses and will further develop and acquire certain confidential and proprietary information and trade secrets, including, but not limited to, the following categories of information, methods, techniques, procedures and knowledge developed or to be developed by Licensor or its Affiliates or their consultants, contractors or designees, (the "**Confidential Information**"):

(i) Methods, techniques, equipment, and specifications (including design specifications, standards, policies, procedures, information, algorithms, formulae, concepts, and systems relating to and knowledge of and experience in the development, operation of the Content and software based application);

(ii) marketing and promotional materials for the Content; and,

(iii) information concerning product sales, operating results, financial performance and other financial data.

2. Use of Confidential Information.

(a) Licensee acknowledges and agrees that the Confidential Information is confidential to and a valuable asset of Licensor, is proprietary, includes trade secrets of Licensor and is disclosed to Licensee solely on the condition that Licensee and its employees, independent contractors or affiliates who have access to the Confidential Information agree, and Licensee does hereby agree that, during and after the Term of this Agreement, Licensee, and such employees, independent contractors and affiliates:

(i) will not use the Confidential Information in any other business or personal capacity;

(ii) will maintain the absolute confidentiality of the Confidential Information;

(iii) will not make unauthorized copies of any portion of the Confidential Information disclosed in written or other tangible form; and,

(iv) will adopt and implement all reasonable procedures prescribed from time to time by Licensor to prevent unauthorized use or disclosure of the Confidential Information.

3. Disclosure.

(a) Notwithstanding anything to the contrary contained in this Agreement and provided Licensee shall have obtained Licensor's prior written consent, the restrictions on Licensee's disclosure and use of the Confidential Information shall not apply to the following:

(i) information, methods, procedures, techniques and knowledge which are or become generally known other than through disclosure (whether deliberate or inadvertent) by Licensee or any other party having an obligation of confidentiality to Licensor; and,

(ii) the disclosure of the Confidential Information in judicial or administrative proceedings to the extent that Licensee is legally compelled to disclose such information, provided Licensee has notified Licensor in writing prior to disclosure when permitted by applicable law, so that Licensor may elect to pursue an appropriate protective order or other assurance satisfactory to Licensor of confidential treatment for the information required to be so disclosed.

SECTION 8: INDEPENDENT CONTRACTORS

Relationship of Parties. It is understood and agreed by the Parties that this Agreement does not create a fiduciary relationship between them, that Licensor and Licensee are and shall be independent contractors, and that nothing in this Agreement is intended to make either party a general or special agent, joint venturer, partner, or employee of the other for any purpose. Licensee shall conspicuously identify itself, where appropriate, in all dealings with customers, suppliers, vendors, public officials, Licensee personnel, and others as a licensee of Licensor.

SECTION 9: REMEDIES

1. Injunctive Relief. Nothing in this Agreement shall bar Licensor's right to seek specific performance of the provisions of this Agreement and injunctive relief against threatened conduct that will cause it loss or damages, including applicable rules for obtaining restraining orders and preliminary injunctions. Licensee agrees that Licensor may seek such injunctive relief in addition to such further or other relief as may be available at law or in equity.

2. Costs and Legal Fees. The prevailing party in any suit or proceeding arising from this Agreement shall be entitled to recover from the non-prevailing party all of its reasonable costs of litigation or arbitration, including but not limited to reasonable attorney's fees.

3. Applicable Law and Dispute Resolution.

(a) This Agreement shall be governed by and construed in accordance with the internal laws of the State of Minnesota without giving effect to any choice or conflict of law provision or rule (whether of the State of Minnesota or any other jurisdiction). This Agreement shall not be

governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. The Parties agree that no E.U. or other foreign laws apply to the Parties' rights and responsibilities under this Agreement, and explicitly agree to waive application of such laws, excepting only GDPR.

(b) Hennepin County, Minnesota shall be the appropriate venue and jurisdiction for the resolution of any disputes hereunder. Both parties hereby consent to such personal and exclusive jurisdiction. In the event any E.U. or other foreign tribunal asserts jurisdiction over a dispute stemming from this Agreement, the Parties hereto agree that such proceedings shall be conducted in the English language.

(c) The Parties hereto shall aim to settle any disputes between them first through friendly negotiation, then, if unsuccessful in negotiation, binding arbitration in Minneapolis, Minnesota under the rules of the American Arbitration Association ("**AAA**").

SECTION 10: GENERAL PROVISIONS

1. Other Agreements. Licensee agrees and acknowledges that it has, in addition to reviewing the terms of this Agreement, reviewed any other agreements which may be incorporated by reference herein, and to the extent of their incorporation in this Agreement, Licensee agrees to be bound by them. In the event of any inconsistency, the terms of this Agreement shall govern.

2. Waiver. Licensor's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right.

3. Assignment. This Agreement is personal to Licensee and is not assignable without Licensor's prior written consent. Licensor may assign this Agreement without Licensee's consent to any other party so long as such party agrees to be bound by its terms.

4. Amendments. Except for as provided herein, no terms or conditions may be added to or deleted from this Agreement unless made in writing and either accepted in writing by an authorized representative of both Parties or issued electronically by Licensor and accepted by action (including clicking an "I Agree" or "I Acknowledge" acknowledgement button in a click-through agreement) of Licensee or its authorized representative.

5. Copyright Laws. Any use of Licensor's Content in a manner not expressly authorized by this Agreement may constitute copyright infringement, entitling Licensor to exercise all rights and remedies available to it under applicable copyright laws. Licensee shall be responsible for any actual direct damages resulting from any such copyright infringement, including any claims by a third party. In addition to other termination rights hereunder, Licensor reserves all legal recourse, including, but not limited to, immediate injunctive relief.

6. Severability. If all or part of any provision of this Agreement is wholly or partially unenforceable, the Parties or, in the event the Parties are unable to agree, a court of competent jurisdiction, shall put in place of such whole or part provision an enforceable

provision or provisions, that as nearly as possible reflects the terms of the unenforceable whole or part provision.

7. Notices. Licensee notices should be directed to S&D, Inc., (i) via e-mail at admin@sndssoftware.com, or (ii) via U.S. Mail at PO Box 3538, Cedar Park, Texas 78630.

8. Export Regulations. Licensee understands that Licensor is subject to regulation by agencies of the U.S. Government, including the U.S. Departments of Commerce and State, which prohibit export or diversion of certain technical products to certain countries. Licensee warrants that it will comply in all respect with the export and re-export restrictions set forth in the export license for the Content and all other applicable export regulations. Licensee agrees to indemnify and hold Licensor harmless from any loss, damages, liability or expenses incurred by Licensor, including all costs, damages, or reasonable attorney's fees awarded as a result of Licensee's failure to comply with any export regulations or restrictions.

9. Survival. Sections 3, 4, 5, 6, 7, 8, 9, and 10 hereof shall survive the termination of this Agreement.

10. Third-Party Sites, Terms of Use. Licensor does not control and is not responsible for performance or availability of third party websites and/or hosting sites (collectively, "**Third-Party Sites**"). Licensor cannot endorse or make any representations about Third-Party Sites, or any material found there, or any results that may be obtained from using them. Consequently, (i) if Licensee accesses any of the Third-Party Sites linked to the Licensor's software based application or the Content, Licensee does so entirely at its own risk, and (ii) if Licensee uses or accesses the software based application or the Content, it must comply with applicable third-party terms of agreement during such access or use – for example, the Licensee must not be in violation of their wireless data service agreement when using the software based application or the Content.

ACKNOWLEDGEMENT

LICENSEE ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND HAD AN OPPORTUNITY TO SEEK INDEPENDENT LEGAL ADVICE PRIOR TO AGREEING TO IT. IN CONSIDERATION OF LICENSOR AGREEING TO PROVIDE ACCESS TO THE CONTENT, LICENSEE AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. LICENSEE FURTHER AGREES THAT THIS AGREEMENT SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT, ORAL OR WRITTEN. CONTINUED USE OF THE CONTENT CONSTITUES ACCEPTANCE OF THE TERMS HEREIN.