

SERVICES AGREEMENT FOR APPLICATION DEVELOPERS
(July, 2019)

THIS SERVICES AGREEMENT (this “Agreement”) is dated as of the date set forth on the signature page hereto between TradeStation Technologies, Inc., a Florida corporation (“Company”), and the person or entity identified as the “Vendor” on the signature page hereto (“Vendor”).

RECITALS

A. WHEREAS, Company is the owner, host and operator of an electronic trading platform that provides the clients of its affiliate, TradeStation Securities, Inc., the ability to enter securities orders, to verify and determine the status of open orders, to cancel and modify open orders, and to request basic securities information and to receive other securities brokerage products and services (the “Trading System”);

B. WHEREAS, Vendor offers investors and traders computer applications, Web applications and/or mobile applications (collectively referred to as the “Vendor Product”), that interface with third-party applications, including but not limited to: trading platforms, websites, mobile applications and/or desktop applications (collectively referred to as “Third-Party Applications”) as a means of providing users of such systems with access to, among other things, the trading and related functionality of such Third-Party Applications, platform-backed analytics and third-party feeds/alerts; and

C. WHEREAS, Company and Vendor desire to set forth herein their agreement wherein Vendor would have the right to offer the Vendor Product to Company and certain of Company’s customers through access to Company’s application programming interface (“API”).

NOW THEREFORE, in consideration of the foregoing recitals, the mutual promises, agreements and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1) INTERFACE DEVELOPMENT & CONFIGURATION.

(a) Company and Vendor will work with each other in good faith to enable Vendor to develop the Vendor Product and to configure the Vendor Product with the Trading System’s trading and account functionality to allow them to operate in conjunction with each other for the use by subscribers who are both clients of Company and subscribers of Vendor (collectively referred to as “Subscribers”). Notwithstanding the foregoing, Vendor shall be solely responsible for development of the Vendor Product and ensuring the Vendor Product’s ability to utilize the API.

(b) Following completion of the Vendor Product, both Company and Vendor shall subject the Vendor Product to such operational and other tests (collectively referred to as “Acceptance Tests”) as Company and Vendor may deem reasonably necessary to determine whether the Vendor Product meets the parties’ respective operational criteria. Vendor shall not put the Vendor Product

into commercial use until each party has accepted the Vendor Product. For purposes hereof, “accepted” shall mean each party’s written notification to the other party that the Vendor Product has passed all Acceptance Tests, to the reasonable satisfaction of such party.

(c) If Vendor wishes to use the Vendor Product via Third-Party Applications not owned or operated by Company, then Vendor will first seek prior written approval from Company, which approval will not be unreasonably refused.

(d) Company and Vendor each retain the right at all times to make any changes in their respective systems that they may deem necessary or desirable. The parties will clearly indicate, in appropriate places within their respective systems, that all financial product transactions will be processed by Company and that the Vendor Product capabilities are powered by Vendor.

2) USE OF THE VENDOR PRODUCT.

(a) Subscribers will use the Vendor Product for the provision of technology and associated services, including facilitating, supporting and maintaining transmission from the Vendor Product through the API to place trades with Company. All trading and other brokerage activities made available to Subscribers via the Vendor Product shall be conducted solely by Company, and Vendor shall solely provide technology and associated services.

(b) Vendor may have access to a nonexclusive renewable license of Company’s software which includes all investment and trading tools and applications included in a subscription to the Trading System, including all basic services and all premium or optional services selected (the “Software”), and all market and other financial data, news and other financial, market and/or business information included in a subscription (“Data”). Vendor agrees not to: (1) duplicate, reproduce, publish, retransmit or redistribute the Software or Data, except that Vendor may make a copy of the Software or Data based on Vendor’s subscription entitlements solely for Vendor’s use(s) or as otherwise specifically permitted by this Agreement; (2) directly or indirectly offer or transmit all or any portion of the Software or Data to third parties whether by way of subscription, license, sale or otherwise; (3) modify, translate, reverse engineer, de-compile or disassemble the Software or the Data; (4) share its dedicated online access (username and password) to the Software and Data or the ability to manage orders and positions, or review balances with other users, including other employees of Vendor unless Vendor enters into a subscription agreement for each individual user of the Data; (5) redistribute or reuse Data that is subject to a user-specific subscription that prohibits retransmission (e.g., market data made available pursuant to an exchange subscription agreement can be used only by or on behalf of the subscriber); (6) redistribute performance, order or trade execution information to others without the user’s and Company’s approval; or (7) enter orders or trades in client accounts without having the industry-required authorizations signed by the client and approved by Company. Vendor agrees to observe Company’s privacy policy in all respects.

3) LICENSE AND INTELLECTUAL PROPERTY.

(a) License to Use API. Subject to the terms and conditions of this Agreement, Company hereby grants to Vendor a non-exclusive, non-transferable license to use the API during the term

of this Agreement for the sole purpose of enabling the Vendor Product to interact with the Trading System and the API for the access purposes contemplated hereunder (“License to Use API”). The License to Use API shall automatically terminate upon any termination of this Agreement.

(b) License to Use Vendor Product. Subject to the terms and conditions of this Agreement, Vendor hereby grants to Company and its affiliates a non-exclusive, non-transferable license to use the Vendor Product during the term of this Agreement for the sole purpose of enabling the Vendor Product to interact with the Trading System and API (“License to Use Vendor Product”). The License to Use Vendor Product shall automatically terminate upon any termination of this Agreement.

(c) License to Use API: Restrictions.

(i) Vendor shall not use the API:

(A) in any way other than as expressly permitted or granted under this Agreement; or

(B) alone or in conjunction with the Vendor Product in any way that results in or could result in any security breach, or violation of privacy law or regulation by or with respect to Company or any of its affiliates, or a violation of any applicable law or regulation or Company’s information technology security policies, as published by Company from time to time.

(ii) The License to Use API shall not include the right of Vendor to sublicense or sell the API or any information obtained through the API (including, without limitation, exchange data) or redistribute information to any third party or to any entity affiliated with Vendor; or use an API key for more than one application (Vendor should request from Company additional API keys for each application used).

(d) Except for the License to Use API, Vendor acknowledges and agrees that it acquires no license to the Trading System and that Company and its affiliates own all right, title and interest in and to the Trading System, its data, components, tools and any modifications, alterations, translations or derivative works relating to the Trading System, including, but not limited to, the API and any code written by Company in connection with Vendor (collectively referred to as “Company Intellectual Property”).

(e) Except for the License to Use Vendor Product, Company acknowledges and agrees that it acquires no license to the Vendor Product and that Vendor owns all right, title and interest in and to the Vendor Product, its data and any modifications, alterations, translations or derivative works relating to the Vendor Product, including, but not limited to, any code written by Vendor in connection with the Vendor Product (collectively referred to as “Vendor Intellectual Property”).

4) **CROSS-TRADEMARK LICENSES.**

(a) Company and its affiliates hereby grant to Vendor a non-exclusive, non-transferable, limited license to use Company's trade names, trademarks, service marks and/or logos ("Company Trademarks") during the term of this Agreement for the purpose of promoting the Vendor Product, subject to review and prior written approval of Company. Vendor shall comply with the requirements of Company and all guidelines from time to time provided by Company to Vendor concerning the use of Company Trademarks and, before any use of Company Trademarks, shall submit a sample or proof of such use for written approval by Company. Without limiting the foregoing, Company Trademarks may not be used as part of any co-branded or composite mark that also includes any of the Vendor Trademarks (as defined below).

(b) Vendor hereby grants to Company and its affiliates a non-exclusive, non-transferable, limited license to use Vendor's trade names, trademarks, service marks and/or logos ("Vendor Trademarks") during the term of this Agreement for the purpose of promoting the Vendor Product. Company shall comply with the requirements of Vendor and any other guidelines from time to time provided by Vendor concerning the use of Vendor Trademarks and, before any use of Vendor Trademarks, shall submit a sample or proof of such use for written approval by Vendor. Without limiting the foregoing, Vendor Trademarks may not be used as part of any co-branded or composite mark that also includes any of Company Trademarks.

(c) The trademark licenses granted by each party to the other hereunder shall automatically terminate upon any termination of this Agreement.

(d) All goodwill arising from the use by either party of the other party's trademarks shall inure solely to the benefit of the trademark owner.

(e) Except as expressly set forth herein, nothing in this Agreement grants to either party any ownership of or any rights in or to the other party's intellectual property or trademarks.

5) **CUSTOMER SUPPORT.** Vendor is solely responsible for any customer support obligations to Subscribers in connection with the Vendor Product. Subscriptions by Company's customers for the Vendor Product are contracts solely between Vendor and the subscribing customer and Vendor shall inform all Subscribers before they subscribe (in a written format approved in advance by Company) that Company does not sponsor, and is no way associated with, the Vendor Product and that Company will have no liability for the failure of the Vendor Product, including, without limitation, for the failure of the Vendor Product to connect or accurately transmit information to the Trading System or for any malfunction of or suggestions made by or advice given by the Vendor Product. Vendor will be solely responsible for billing and collecting payments for the Vendor Product from Subscribers and for collecting any and all applicable sales taxes on the Vendor Product.

6) **FEES AND COSTS.** Neither party shall be entitled to any compensation from the other party resulting from this Agreement. Without limiting the foregoing, upon any termination or expiration of this Agreement neither of the parties to this Agreement will be entitled to

compensation for its efforts in promoting the Vendor Product or the Trading System or generating goodwill inuring to the benefit of the other party.

7) **TERM AND TERMINATION.** There is no fixed term for this Agreement. Company may terminate this Agreement and discontinue the License to Use API at any time, for any reason or no stated reason, and will use reasonable efforts to give Vendor notice of that decision and action prior to, or promptly after, it is made or taken. Similarly, Vendor has no obligation to continue the Vendor Product for any fixed period of time and, subject to notice or other timing rules Company may impose for orderly discontinuation of the Vendor Product with respect to existing customers and administrative concerns or issues, Vendor may terminate this Agreement and discontinue the Vendor Product at any time, for any reason or no stated reason.

8) **TERMINATION-RELATED OBLIGATIONS.**

(a) Upon any termination of this Agreement, the parties will promptly:

(i) reconfigure and/or reprogram their respective systems and products to disable the Vendor Product;

(ii) cease all advertising and promotion of the Vendor Product and, to the extent possible, cancel pending advertising that has not yet been published or otherwise distributed;

(iii) cease all use of the other's trade names, trademarks, service marks and/or logos and discontinue use of all materials which reference the other party, its products or services;

(iv) remove all links to the other party's web site(s);

(v) work in good faith to wind down their relationship in an expeditious and equitable manner, minimizing disruption in services to Subscribers to the extent reasonably practicable.

(b) Upon any termination of this Agreement, the Receiving Party (defined in paragraph 9) will promptly return to the Disclosing Party (defined in paragraph 9), at its request, or destroy, all copies of the Disclosing Party's Confidential Information (defined in paragraph 9) in its possession or control and, upon written request, an officer or other member of senior management of the Receiving Party will certify to the Disclosing Party as to the return or destruction of all Confidential Information. In addition, the Receiving Party will expunge, to the extent practicable, all such Confidential Information from any computer, word processor or other device containing such information, except as otherwise required by law, regulation or bona fide internal document retention policies.

9) **CONFIDENTIAL INFORMATION.**

(a) For purposes of this Agreement:

“Confidential Information” includes the following: (i) any business or technical information of Company or its affiliates or Vendor, including, but not limited to, any information relating to Company, its affiliates, the Trading System, the API, marketing plans, the clients of Company or its affiliates or Company Intellectual Property, Vendor, the Vendor Product, Vendor’s customers, or Vendor Intellectual Property, or Company’s or its affiliates’ or Vendor’s other intellectual property or plans, designs, costs, prices and names, customer information and lists, lists of prospects, finances, marketing plans, business opportunities, personnel, research, development or know-how; and (ii) the terms and conditions of this Agreement. Confidential Information also includes all notes, analyses, pricing studies, marketing drafts, materials or plans, compilations, studies, interpretations or other documents prepared by the Receiving Party or its Representatives that contain, reflect or are based upon, in whole or in part, the information furnished by or on behalf of the Disclosing Party to the Receiving Party or its Representatives subject to this Agreement. Confidential Information does not include information that: (A) is or becomes generally known to the public through no fault of or breach of this Agreement by the Receiving Party or its Representatives; (B) was within the possession of the Receiving Party or any of its Representatives before being furnished to the Receiving Party by or on behalf of the Disclosing Party pursuant to this Agreement, *provided*, that the source of such information was not known by the Receiving Party to be bound by a confidentiality agreement with, or other contractual or legal obligation of confidentiality to, the Disclosing Party with respect to such information; (C) is independently developed by the Receiving Party without use of the Disclosing Party’s Confidential Information; or (D) is or becomes available to the Receiving Party or its Representatives on a non-confidential basis from a source other than the Disclosing Party or any of its Representatives, *provided*, that such source was not known to the Receiving Party to be bound by a confidentiality agreement with, or other contractual or legal obligation of confidentiality to, the Disclosing Party with respect to such information.

“Customer Information” includes all data and information pertaining to a customer or client of Company or any of its affiliates, or any prospects or users of the Trading System, including, without information, personal information or information relating to amounts and positions held in a Subscriber’s account.

“Disclosing Party” refers to the party disclosing Confidential Information.

“Receiving Party” refers to the party receiving Confidential Information.

“Representatives” includes a party’s directors, officers, employees, agents or advisors (including, without limitation, attorneys, accountants, consultants, bankers and financial advisors) and those of the party’s affiliates.

(b) Customer Information is and shall remain the sole and exclusive property of Company and its affiliates, and shall be treated by Vendor, to the extent it receives Customer Information, as Confidential Information of Company and its affiliates. Without limiting the confidentiality provisions of this Agreement, during the term of this Agreement and thereafter in perpetuity, Vendor will not gather, store, or use any such Customer Information in any manner except to the extent necessary for the performance of this Agreement and will not disclose, distribute, sell, share, rent or otherwise transfer or communicate any such Customer Information to any third party.

Vendor agrees to comply with all applicable laws and regulations relating to the privacy and security of customer data, identifying information of a customer, and any processed data incorporating any such data and information, to ensure that any and all contractors and other third parties to which it provides information in compliance with this Agreement similarly comply with those requirements. Vendor also agrees to cooperate with Company and its affiliates in enabling Company to satisfy its anti-money laundering and similar regulatory requirements. Upon notice from Company or its affiliates, Vendor shall provide such auditors and inspectors as Company may designate in such notice with reasonable access during normal business days and hours to Vendor premises, systems and business records reflecting Vendor compliance with the provisions of this paragraph. Vendor shall provide such auditors and inspectors with any assistance that they may reasonably require, including, but not limited to, a letter from Vendor's counsel certifying the same. Company may notify Vendor of any failure to comply with the terms and conditions of this paragraph, and Vendor agrees to correct such failure to comply within the time period specified by the auditors/inspectors.

(c) Each party agrees that it will not use the other party's Confidential Information except as necessary for the performance of this Agreement and will not, without the other party's prior written approval, disclose such Confidential Information to any person or third party except to those of its Representatives that need to know such Confidential Information for the purpose of performing under this Agreement and who are also bound by the nondisclosure and use restrictions set forth herein; provided, however, that, in each case, Receiving Party shall remain responsible for any disclosure, publication or other use of the Disclosing Party's Confidential Information in violation hereof by Receiving Party's Representatives as though such disclosure, publication or use were by Receiving Party. Each party will maintain the confidentiality of all Confidential Information in its possession or control using no less than the efforts that such party ordinarily uses with respect to its own proprietary information of similar nature and importance, but in no event less than a reasonable degree of care.

(d) The confidentiality obligations of the Receiving Party under this Agreement will not restrict it or its Representatives from disclosing Confidential Information of the Disclosing Party pursuant to the order, requirement or request of a court, administrative or regulatory agency, or other governmental body or self-regulatory organization, if in the opinion of the Receiving Party's counsel (which may be its internal counsel) such disclosure is required under applicable law, legal process or the rules and regulations of any securities exchange, securities market or self-regulatory agency having jurisdiction over the Receiving Party or its affiliates; provided that the party required to make such disclosure gives reasonable notice to the other party (unless prohibited by applicable law from giving such notice) to afford such party the opportunity to contest such order or requirement or to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information.

(e) No right in or license to the Disclosing Party's Confidential Information is offered or granted herein, nor shall any right or license be implied by the disclosure of Confidential Information. IN FURNISHING CONFIDENTIAL INFORMATION HEREUNDER, THE DISCLOSING PARTY MAKES NO WARRANTY, REPRESENTATION OR GUARANTEE WHATSOEVER REGARDING THE COMPLETENESS OR ACCURACY OF SUCH CONFIDENTIAL INFORMATION.

(f) Each party recognizes that the other party would be irreparably harmed by violation of the confidentiality obligations set forth herein and shall be entitled to an injunction or other decree of specific performance with respect to any such violation (without any bond or other security being required), in addition to all other available remedies. In the event of litigation relating to this Agreement, the non-prevailing party shall be liable and pay to the prevailing party the reasonable legal fees and expenses such prevailing party has incurred in connection with such litigation, before and after trial and including any appeals or petitions therefrom.

(g) Except as otherwise expressly provided in this Section 9, Receiving Party's obligations under this Section 9 shall remain in effect with respect to each item of Confidential Information until clause (A) or (D) of the last sentence of the definition of "Confidential Information" in Section 9(a) applies to such information.

10) DISCLAIMER OF WARRANTIES. EXCEPT FOR ANY EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, EACH PARTY HEREBY DISCLAIMS ALL WARRANTIES REGARDING THE TRADING SYSTEM AND COMPANY INTELLECTUAL PROPERTY, VENDOR INTELLECTUAL PROPERTY, THE API, THE VENDOR PRODUCT, THEIR RESPECTIVE CONFIDENTIAL INFORMATION AND THEIR RESPECTIVE BUSINESSES, AND ANY THIRD PARTY SOFTWARE OR HARDWARE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AS WELL AS ANY WARRANTIES ARISING OUT OF COURSE OF DEALING, USAGE OR TRADE.

11) LIMITATION OF LIABILITY. NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR INCIDENTAL LOSSES OR DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST SAVINGS OR LOSS OF USE OF FACILITIES OR EQUIPMENT, REGARDLESS OF WHETHER ARISING FROM BREACH OF CONTRACT, WARRANTY, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE, OR IF SUCH LOSS OR DAMAGE COULD HAVE BEEN REASONABLY FORESEEN. NEITHER PARTY SHALL BE LIABLE FOR ANY FAILURE OR DELAY IN ITS PERFORMANCE DUE TO CIRCUMSTANCES BEYOND ITS CONTROL, INCLUDING, BUT NOT LIMITED TO, SYSTEM OUTAGES, SOFTWARE FAILURES, ACTS OF CIVIL OR MILITARY AUTHORITY, NATIONAL EMERGENCIES, TERRORISM, LABOR DIFFICULTIES, FIRE, FLOOD OR CATASTROPHE, ACTS OF GOD, INSURRECTION, WAR OR RIOTS.

12) INDEMNIFICATION.

(a) Company hereby agrees to defend, indemnify and hold Vendor harmless from and against any and all claims, damages, liabilities, costs, losses and expenses of any kind or nature whatsoever (including any reasonable legal or other expenses incurred in connection with investigating any claim, and any amounts paid in settlement or compromise) (collectively referred to as "Losses") to which Vendor may become subject, insofar as such Losses arise out of or are based upon (i) Company's unauthorized use of Vendor Trademarks or Vendor Confidential

Information; (ii) any claim by Subscribers for Losses directly caused by Company or the Trading System; or (iii) any claim that the Trading System, Company Intellectual Property or Company Trademarks infringe any U.S. patents, copyrights, trade secrets, licenses or other property rights of any third party, provided that: (A) Vendor promptly notifies Company in writing of any such action and gives Company sole authority and all information and assistance reasonably requested by Company to defend or settle such claim, provided that failure to give prompt notice shall not relieve Company of its indemnification obligations unless Company is materially prejudiced thereby, (B) in the case of (iii) above, such claim does not arise out of any unauthorized use of or modification to the Trading System by Vendor, and (C) any such costs and expenses (other than judgments or settlements negotiated by Company) were incurred by Vendor with Company's written authorization, which shall not be unreasonably withheld or delayed.

(b) Vendor hereby agrees to defend, indemnify and hold Company and its affiliates harmless from and against any and all Losses to which Company may become subject, insofar as such Losses arise out of or are based upon (i) any material breach or violation by Vendor of the terms of any of the licenses granted to Vendor under this Agreement; (ii) any material breach or violation by Vendor of any applicable laws and regulations; (iii) any unauthorized use of Company Trademarks, Company's Confidential Information or Customer Information; or (iv) any claim that the Vendor Product, Vendor Intellectual Property or Vendor Trademarks infringe any patents, copyrights, trade secrets, licenses or other property rights of any third party, provided that: (A) Company promptly notifies Vendor in writing of any such action and gives Vendor sole authority and all information and assistance reasonably requested by Vendor to defend or settle such claim, provided that failure to give prompt notice shall not relieve Vendor of its indemnification obligations unless Vendor is materially prejudiced thereby and (B) in the case of (iv) above, such claim does not arise out of any unauthorized use of or modification to the Vendor Product by Company.

13) **SURVIVAL.** The provisions of Sections 4, 6, 8, 9, 10, 11, 12, 13, 14, 15 and 17 of this Agreement shall survive any termination, cancellation, or completion of performance of this Agreement.

14) **WAIVER.** The failure by either party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision.

15) **GOVERNING LAW AND JURISDICTION.** This Agreement will be governed by and construed in accordance with the laws of the State of Florida without application of the principles of conflicts of law. Any legal action or proceeding arising under this Agreement will be brought exclusively in the Federal or states courts located in Broward or Miami-Dade County in the State of Florida and the parties hereby consent to the personal jurisdiction and venue therein. Each party hereby irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement in the in the Federal or states courts located in Broward or Miami-Dade County in the State of Florida and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

16) **NOTICES.** All notices permitted or required under this Agreement shall be in writing and shall be considered given: (a) when delivered personally; (b) three (3) business days after mailing, when sent certified mail, postage prepaid, return receipt requested; (c) one (1) business day after mailing when sent via a nationally recognized commercial overnight carrier, fees prepaid; or (d) upon delivery when sent by facsimile transmission confirmed by first class mail. All notices will be sent to the parties at the addresses set forth on the signature page, or such addresses as the parties may specify from time to time by like notice.

17) **SEVERABILITY.** If for any reason a court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of this Agreement will remain in full force and effect.

18) **RELATIONSHIP OF THE PARTIES.** The parties to this Agreement are independent contractors and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise, or agency between the parties. Neither party will have the power or authority to bind the other or to incur obligations on the other's behalf without the other party's prior written consent. Each party acknowledges and agrees that (i) each party has been, is and will continue developing, products, platforms and other operations similar to those being developed by the other party ("Competing Products"), (ii)(x) all Competing Products developed by Vendor ("Vendor Competing Products") shall remain the property of Vendor and (y) any use by Vendor of any Vendor Competing Products for any purposes shall not be a violation of any provision of this Agreement and (iii)(x) all Competing Products developed by Company ("TradeStation Competing Products") shall remain the property of Company and (y) any use by Company of any TradeStation Competing Products for any purposes shall not be a violation of any provision of this Agreement: provided, however, that neither party shall use these provisions to circumvent the spirit or intent of this Agreement.

19) **LEGAL AND BINDING OBLIGATIONS.** This Agreement creates legal and binding contractual obligations between Vendor and Company. The rights, benefits and remedies of Company created by or through this Agreement may be enjoyed and enforced against Vendor directly by Company and/or any of Company's affiliates (either severally or jointly), as Company at any time or from time to time may elect or determine, each such affiliate of Company being an express third-party beneficiary of all such rights, benefits and remedies. However, Company's contractual relationship created by this Agreement is solely with Vendor, and creates no rights, benefits or remedies in Vendor's favor against any affiliate of Company or any other third party.

20) **ASSIGNMENT.** Vendor shall not assign its rights or delegate its duties hereunder without the prior written consent of Company, such consent not to be unreasonably withheld or delayed.

21) **NO RULE OF STRICT CONSTRUCTION.** The parties, by executing below, acknowledge that the provisions and language of this Agreement have been negotiated by both parties and specifically agree that no provision of this Agreement shall be construed against a party by reason of such party having drafted such provision or this Agreement.

22) **HEADINGS.** The headings appearing herein are inserted only as a matter of convenience and as a reference, and in no way define, limit or describe the scope or intent of the applicable clause or this Agreement.

23) **COUNTERPARTS.** This Agreement may be signed in one or more counterparts, with the same effect as if the signature on each counterpart were upon the same instrument. A copy or facsimile of a party's signature shall be binding upon the signatory with the same force and effect as an original signature.

24) **ENTIRE AGREEMENT.** This Agreement constitutes the complete and exclusive understanding and agreement between the parties regarding its subject matter and supersedes all prior or contemporaneous agreements or understandings, written or oral, relating to its subject matter. Any waiver, modification or amendment of any provision of this Agreement will be effective only if in writing and signed by duly authorized representatives of both parties.

[Signatures on following page]

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, for promises and other consideration exchanged, the receipt and sufficiency of which are acknowledged by the parties, have executed and delivered this Agreement on, and to be effective, as of the date set forth below.

Dated: _____

COMPANY:

TRADESTATION TECHNOLOGIES, INC.

By: _____

Print Name:

Print Title:

VENDOR:

If an individual (including sole proprietorship):

Signature

Print Name

If an entity:

Print Name of Entity

Print Jurisdiction of Formation of Entity

Signature

Print Name of Signatory

Print Title of Signatory