Instructions to Purchase Trading System

1. Complete the Documents

Complete the Purchase Agreement and fill out all the necessary information.

2. Provide us with your Computer Key

You will need to provide us with your Computer Key in order for us to program our software to work on your computers. You can register up to two computers with your purchase.

To Generate your computer key:

a) Go to http://www.tradingsoftware360.com/download/idgen.zip and download the zip file.

b) Extract the files to c:/ts360

c) Go to c:/ts360 and double click on IDGen.exe

d) Your computer key is displayed. Fill in your computer key in Appendix B of the Purchase Agreement.

If you have any questions or problems, feel free to call us at 626-316-7303 or email us at sales@ipiya.com or support@ipiya.com.

3. Return the Documents to Us Either

By Fax: Fax your completed documents to our toll free fax number at 866-923-0769

By Email: Scan your completed documents and save as a PDF file and send to sales@ipiya.com.

By Mail: Ipiya, Inc.
825 Columbia Street
South Pasadena, CA 91030

SOFTWARE LICENSE PURCHASE AGREEMENT FOR PROFESSIONALS

This **AGREEMENT** ("Agreement") is being entered into between _____ (herein after referred as "User") and Ipiya, Inc. ("Company"). Company sells and license to User and User purchases and license from Company the Trading System known as the BOR (herein after referred to as "Software") upon the terms and conditions contained herein.

1. Software Terms
a. *Description.* The Software is proprietary to Company and is protected by intellectual property laws and international intellectual property treaties. User's access to the Software is licensed and not sold. Software is an add-on trading strategy for various third party trading platform ("Trading Platform") that automatically generates order for transactions involving, but not limited to, stocks, futures, exchange traded funds, mutual funds, single stock futures, options, and currency orders (collectively "Orders") that may interface through an Application Protocol Interface ("API") or Software Development Kit ("SDK"). These systems may be based on software platforms developed by various other third party brokers and/or software developers (collectively "Broker Platforms"). Orders may be executed by brokers via Broker Platforms.
b. *Use of Third Party Vendors/Brokers.* User is aware that the Software requires various third party software, platform, and equipment (collectively "Vendors") and Broker Platforms. User must license the Trading Platform from various Vendors separately and is not included with this Software lease. Company makes absolutely no warranties with reference to third party vendor/broker software and/or services.
c. *Accessibility and Function*. User agrees that from time to time, the Software may be inaccessible or inoperable for any reason, including, without limitation: (i) equipment (hardware) malfunctions, (ii) software malfunctions, (iii) periodic maintenance procedures or repairs which Company may undertake from time to time, or (iv) causes beyond the reasonable control of Company or which causes are not reasonably foreseeable by Company. Company is not responsible, directly or indirectly, for the performance and/or reliability of Trading Platform, Broker Platforms, system, equipment or otherwise, or User's Internet Service Provider ("ISP").
d. *Equipment.* User shall be solely responsible for providing, maintaining and ensuring compatibility with the Software, all hardware, software, electrical and other physical requirements for User's use of the Software including, without limitation, telecommunications and Internet connection(s), ISP, web browsers and/or other equipment, programs and services required to access and use the Software.
e. *Grant of License*. Company grants User, pursuant to the terms and conditions of this Agreement, a nonexclusive and nontransferable license to use the Software.

2. License Fee. The license fee for the Software is $15,000.00 USD. The credit card information provided by User in Appendix A will be used to charge for the license fee.

3. Computer Key. User shall generate a computer key using IDGen program provided by Company. User shall register the computer key with Company in Appendix B. User is only allowed to register up to two computers. Software will only install and run on registered computer with the computer key generated by IDGen. If User needs to register additional computers, User shall be charged $300.00 USD for each additional computer registration.

4. Delivery. Company shall deliver Software to User when User executes this agreement and Company receives payment for license fee from User. User shall receive an initial temporary version of Software that will expire after 120 days. After 90 days, if User account is free and clear of any remaining balance due, User shall receive a permanent version of Software without expiration. Company shall deliver Software to User to the email address provided by User in Appendix B.

5. Upgrades. During the term of the license, User shall be entitled to Software upgrades as provided in the sole discretion of Company. User may choose to upgrade or not to upgrade at its own discretion.

6. Security of User's System. User shall be solely responsible for the security of its computer system or related equipment that is used to access the Software. User shall be solely responsible for any damages caused by authorized or unauthorized access to User's system by any person, entity, partnership, organization, association or otherwise.

7. User Representations. User represents and warrants to Company that: (a) User is over the age of eighteen (18) and has the power and authority to enter into and perform User's obligations under this Agreement, (b) all information provided by User to Company is truthful, accurate and complete, (c) User is the authorized signatory of the User's company, (d) User shall comply with all terms and conditions of this Agreement including, without limitation, the provisions set forth in section 5, (e) User has provided and shall provide accurate and complete information including, without limitation, User's legal name, address and telephone number, (f) User acknowledges that all right, title, and interest to the Software belongs to Company. Company reserves all rights not expressly granted to User in this Agreement and that the User may not sublicense, transfer, or assign the Software, directly or indirectly, to any person, entity, partnership, organization, association or otherwise, for any reason.

8. Usage
User may not reverse engineer, decompile, or disassemble software in part or in whole. User may not disseminate software to any other person, entity, partnership, organization, association or otherwise.

9. Disclaimers of Warranties. The Software is provided "as is" and without warranty or any kind, express or implied. Use of the Software is at User's sole risk. Company does not warrant that the Software will be uninterrupted or error free, nor does Company make any warranty as to any results that may be obtained by use of the Software. User realizes that there is risk in trading stocks, futures, forex, options, mutual funds, or any investment vehicle and that assets may be lost and are not insured. Company is absolutely not responsible, directly or indirectly, for User's order, purchase and sale actions. Company shall not be liable for any User's loss or damage as a result of using Software. Company makes no other warranties, express or implied, including, without limitation, any implied warranties of merchantability or fitness for a particular purpose, in relation to the Software. Company makes absolutely no warranties with reference to third party vendor/broker software and/or services.

10. Risk Disclosure. All performance figures and illustrations by Software were obtained using historical back testing on a computer and are not the results of an actual account. HYPOTHETICAL PERFORMANCE RESULTS HAVE MANY INHERENT LIMITATIONS, SOME OF WHICH ARE DESCRIBED BELOW. NO REPRESENTATION IS BEING MADE THAT ANY ACCOUNT WILL OR IS LIKELY TO ACHIEVE PROFITS OR LOSSES SIMILAR TO THOSE SHOWN. IN FACT, THERE ARE FREQUENTLY SHARP DIFFERENCES BETWEEN HYPOTHETICAL PERFORMANCE RESULTS AND THE ACTUAL RESULTS SUBSEQUENTLY ACHIEVED BY ANY PARTICULAR TRADING PROGRAM. ONE OF THE LIMITATIONS OF HYPOTHETICAL PERFORMANCE RESULTS IS THAT THEY ARE GENERALLY PREPARED WITH THE BENEFIT OF HINDSIGHT. IN ADDITION, HYPOTHETICAL TRADING DOES NOT INVOLVE FINANCIAL RISK, AND NO HYPOTHETICAL TRADING RECORD CAN COMPLETELY ACCOUNT FOR THE IMPACT OF FINANCIAL RISK IN ACTUAL TRADING. FOR EXAMPLE, THE ABILITY TO WITHSTAND LOSSES OR TO ADHERE TO A PARTICULAR TRADING PROGRAM IN SPITE OF TRADING LOSSES ARE MATERIAL POINTS WHICH CAN ALSO ADVERSELY AFFECT ACTUAL TRADING RESULTS. THERE ARE NUMEROUS OTHER FACTORS RELATED TO THE MARKETS IN GENERAL OR TO THE IMPLEMENTATION OF ANY SPECIFIC TRADING PROGRAM OR TRADING STRATEGY WHICH CANNOT BE FULLY ACCOUNTED FOR IN THE PREPARATION OF HYPOTHETICAL PERFORMANCE RESULTS AND ALL OF WHICH CAN ADVERSELY AFFECT ACTUAL TRADING RESULTS. Trading involves risk. There is a risk of loss in trading stocks, futures, options, mutual funds, or any other investment vehicle.

11. Limitation of Liability. Under no circumstances shall Company, directly or indirectly, be liable to User or any other person, entity, partnership, organization, association or otherwise for any direct, indirect, incidental, consequential, special or punitive damages for any matter arising from or relating to this agreement, the Software or the Internet in general, including, without limitation, User's use or inability to use the Software, any changes to or inaccessibility of the Software, delay, failure, unauthorized access to or alteration of any transmission or data, any material or data sent or received or not sent or received, any transaction or agreement entered into through the Software, or any data or material from a third party accessed on or through the Software, whether such liability is asserted on the basis of contract, tort or otherwise. In no event shall Company's total liability for any damages exceed the total fees paid by User to Company hereunder. Some States or Country prohibit the exclusion or limitation of incidental or consequential damages, thus this limitation of liability may not apply to user. If User is dissatisfied with the Software, User's sole and exclusive remedy shall be for User to Discontinue use of the Software and terminate this agreement in accordance with section 2d. Company is not liable for any items viewed or

transmitted via the Software. Company is not liable, directly or indirectly, for any acts taking place which are not viewed or transmitted via the Software. Company is not obligated, directly or indirectly, to take any steps to prevent or correct any illegal, abusive or otherwise inappropriate activity performed by User, nor is Company obligated, directly or indirectly, to archive or otherwise maintain other reproduction of the content that appears or is transmitted on the Software for future reference. Company is not liable, directly or indirectly, for any action or inaction with respect to any content on the Software. Company is not responsible, directly or indirectly, for compliance or lack thereof by any broker(s) with respect to any applicable laws and regulations including, but not limited to, those laws regarding or pertaining to the trading of securities. Company makes significant efforts meeting or exceeding industry standards to insure the security and/or functionality of Software related Internet transmissions but, due to the inherent nature of the Internet, cannot guarantee or warrant functionality and/or security of Internet transmissions.

12. Non-Disclosure. User agrees to maintain strict confidentiality with regards to the buy and sell orders (herein after referred as "Trading Signals") generated by the Software and specifically agrees not to share these Trading Signals with other individuals who are not also licensed owners of the Software. This includes all forms of communication, including but not limited to word of mouth, email, written, and web site postings. Should User willfully disclose Trading Signals from Software, the User License shall be revoked without refund.

13. Indemnification. User agrees to indemnify, hold harmless and defend Company, its shareholders, directors, officers, employees and agents from and against any action, cause, claim, damage, debt, demand or liability, including reasonable costs and attorney's fees, asserted by any person, entity, partnership, organization, association or otherwise, arising out of or relating to: (a) this Agreement, (b) User's use of the Software, including any data or work transmitted or received by User, and (c) any unacceptable use of the Software, including, without limitation, any statement, data or content made, transmitted or republished by User.

14. Miscellaneous
a. *Waiver*. No waiver of any term, provision or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or shall constitute, a waiver of any other term, provision or condition hereof, whether or not similar, nor shall such waiver constitute a continuing waiver of any such term, provision or condition hereof. No waiver shall be binding unless executed in writing by the party making the waiver.
b. *Severability*. If any provision of this Agreement is determined to be illegal or unenforceable, then such provision shall be enforced to the maximum extent possible and the other provisions shall remain fully effective and enforceable.
c. *Governing Law and Arbitration.* This Agreement shall be interpreted according to the laws of the State of California. Should any dispute arise between User or his/her assigns or heirs and Company regarding this Agreement, all parties agree to seek binding Arbitration through a duly registered and impartial arbitration firm.
d. *Force Majeure*. If the performance of any part of this Agreement by either party is prevented, hindered, delayed or otherwise made impracticable by causes beyond the reasonable control of either party, that party shall be excused from such performance to the extent that it is prevented, hindered or delayed by such causes.
e. *Entire Agreement.* This Agreement constitutes the complete and exclusive statement of the agreement between the parties with respect to the Software and supersedes any and all prior or contemporaneous communications, representations, statements and understandings, whether oral or written, between the parties concerning the Software.

15. Acceptance. By signing this agreement User has read, understands and agrees to the terms and conditions of this agreement.

User	**Company**
_____	_____
Signature	Signature
_____	_____
Name	Name, and Title
_____	_____
Date	Date

Appendix A: Credit Card Authorization Form

I, _____, hereby authorize Ipiya, Inc. to charge $15,000.00 USD to my credit card for the purchase of the BOR software license.

Credit Card Type: ☐ **Visa** ☐ **MasterCard** ☐ **American Express**

Card Holder's Name: _____

Credit Card Number: _____

Expiration Date: _____

Address: _____

City, State, Zip: _____

Authorized Signature: _____

Appendix B: Customer & Computer Registration

Full Name: _____

Address: _____

City, State, Zip: _____

Telephone: _____

Email: _____
(software will be sent to this email address)

Computer Key: _____
(Follow Step 2 on the Instructions page to generate your computer key)

2nd Computer Key (Optional): _____