

TradeStation®



EasyLanguage® Specialist

EasyLanguage Specialist Trademark and Logo License Agreement

License Agreement (“Agreement”), dated the date set forth at the foot of this Agreement under the signature on behalf of TradeStation Technologies, Inc. (“Effective Date”), by and between TradeStation Technologies, Inc., a Florida corporation, having its principal place of business at 8050 SW 10th Street, Plantation, FL 33324 (“TS Tech”), and the company or person of the name and having the principal business address set forth at the foot of this Agreement (“EL Specialist”).

The parties agree as follows:

Section 1 Definitions

1.1 “Logo” shall mean the EasyLanguage Specialist logo depicted above.

1.2 “EasyLanguage Specialty” shall mean the EasyLanguage book(s), course(s), seminar(s), or other educational, training or consulting products or services offered or provided by EL Specialists that are based upon EL Specialist’s proficiency in EasyLanguage, as described at the foot of this Agreement.

1.3 “TradeStation Platform(s)” shall mean the various versions of *TradeStation*, including TradeStation 8 (and future versions).

1.4 “Trademarks” shall mean TS Tech trademarks, whether or not registered, associated with the TradeStation Platforms, or any of them, including TradeStation®, EasyLanguage® and PowerEditor®.

Section 2 Grant of License

2.1 **Grant of License.** TS Tech grants to EL Specialist a nonexclusive, nontransferable, personal right and license to use the Logo and make reference to the applicable Trademarks solely in connection with the EasyLanguage Specialty and strictly in accordance with the terms and conditions of this Agreement and as otherwise prescribed by TS Tech from time to time. EL Specialist acknowledges and agrees that the license granted to it is solely to allow EL Specialist to represent (as long as is the case) that EL Specialist offers the EasyLanguage Specialty. Such

license does not constitute an endorsement of the EasyLanguage Specialty or EL Specialist, and EL Specialist shall not state or imply otherwise or make any representation to the contrary.

2.2 **Rights Reserved.** All rights not expressly granted are reserved by TS Tech. EL Specialist acknowledges that nothing in this Agreement shall give it any right, title or interest in or to the Trading Platforms, the Trademarks or the Logo, other than the rights to use the Logo and make reference to the Trademarks in the manner specifically set forth in this Agreement. EL Specialist may not use the Logo or use or refer to the Trademarks in any manner other than as set forth in this Agreement.

2.3 **Ownership of Logo and Trademarks.** EL Specialist acknowledges TS Tech's ownership of the Trading Platforms, the Logo and the Trademarks, and shall at no time contest the validity or TS Tech's ownership of copyright rights in EasyLanguage, any of the Trading Platforms, the Logo or any of the Trademarks. EL Specialist shall not use the Logo or Trademarks in a manner, or otherwise take any action, that impairs, diminishes or interferes with TS Tech's rights or interests in, to or under copyright rights in EasyLanguage, the Trading Platforms, the Trademarks and/or the Logo. EL Specialist shall mark every use of the Logo with the following statement: **"EasyLanguage® and the EasyLanguage Specialist logo are trademarks of TradeStation Technologies, Inc."** Any reference to any Trading Platform Trademark or to PowerEditor must also be accompanied by a similar statement.

Examples:

TradeStation® is a registered trademark of TradeStation Technologies, Inc.

PowerEditor® is a registered trademark of TradeStation Technologies, Inc.

If more than one Trademark is used, the statement can list the Trademarks consecutively.

Example:

TradeStation®, EasyLanguage® and PowerEditor® are registered trademarks of TradeStation Technologies, Inc.

2.4 **Use of Logo and Trademarks.** EL Specialist may include the Logo in documentation or in promotional, marketing, advertising or other materials for, or relating to, the EasyLanguage Specialty. EL Specialist shall not publish or use any misleading or confusing advertising material that involves the Logo or any of the Trademarks, shall not in any manner represent or imply that the EasyLanguage Specialty is a product or service of TS Tech or sponsored or endorsed by TS Tech, and shall not make any representations, warranties or guarantees with respect to the benefits of a customer purchasing or using the EasyLanguage Specialty or the specifications, features or capabilities of any TradeStation Platform. In addition, each and every advertisement, document or other material that uses the Logo or any Trademark shall contain the following statement, in bold print, directly under the Trademark statement(s) described above:

"Neither TradeStation Technologies nor any of its affiliates has reviewed, certified, endorsed, approved, disapproved or recommended, and neither does or will review, certify,

endorse, approve, disapprove or recommend, any product or service that offers training, education or consulting regarding the use of EasyLanguage .”

2.5 **Deficiencies**. EL Specialist shall remedy any deficiencies in its use of the Logo and/or the Trademarks within a reasonable time following notice from TS Tech.

2.6 **No Assignment**. EL Specialist shall not assign, transfer or sublicense this Agreement (or any right granted herein) in any manner, whether by sale, merger, operation of law or otherwise, without the prior written consent of TS Tech, which may be withheld in TS Tech’s sole and absolute discretion.

2.7 **Functionally Similar Products or Services**. EL Specialist acknowledges that TS Tech may engage in the development of products and services that have the same or similar intended benefits as those performed by the EasyLanguage Specialty, or may acquire such a similar product or service. EL Specialist acknowledges and agrees that nothing contained in this Agreement shall in any manner restrict or impair the right of TS Tech, now or in the future, to develop, procure or market products or services which may be competitive with the EasyLanguage Specialty, or to enter into similar arrangements with other persons or companies concerning products or services similar to or competitive with the EasyLanguage Specialty.

Section 3

Courtesy Assistance Relating to EasyLanguage

3.1 **TradeStation Subscription**. The normal subscription rate for *TradeStation* is \$249.95 per month, and that price may change from time to time. In order to assist EL Specialist with development, refinement or improvement of the EasyLanguage Specialist’s abilities, one *TradeStation* subscription shall be made available to EL Specialist for a modest, nominal monthly charge (e.g., \$21.00), plus applicable professional exchange fees, if any, and fees for premium software or data services (please visit the TS Tech Web site to find information about signing up). One additional *TradeStation* subscription shall be made available to EL Specialist, until further notice, at the discounted rate of \$21.00 per month (plus applicable exchange fees, if any). This service may be modified or discontinued at any time.

Section 4

Warranty, Indemnification and Limitation of Liability

4.1 **Warranty by EL Specialist**. EL Specialist represents and warrants that EL Specialist is proficient in EasyLanguage, and all of its uses, in all material respects, as well as in the use of a TradeStation Platform. EL Specialist shall indemnify, defend and hold harmless TS Tech and its affiliates from and against any and all claims relating to the EasyLanguage Specialty, including claims asserting EL Specialist or the EasyLanguage Specialty is inaccurate, not proficient, misleading or lacks suitable or appropriate knowledge or competence. EL Specialist shall indemnify, defend and hold harmless TS Tech and its affiliates from and against any and all damages, costs and expenses (including reasonable attorneys’ fees and costs) incurred by TS Tech and/or its affiliates in connection with any claims or actions brought as a result of a violation by EL Specialist of any governmental or quasi-governmental law, rule, release or regulation.

Solely EL Specialist is responsible for the design, development, supply, production and performance of each EasyLanguage Specialty. EL Specialist agrees to indemnify and hold TS Tech and its affiliates harmless from and against any claim, loss, damage, expense or liability (including reasonable attorneys' fees and costs) that result, in whole or in part, from (a) any infringement, or any claim of infringement, of any patent, trademark, copyright, trade secret or other proprietary right with respect to any EasyLanguage Specialty (that does not arise from a claim that EasyLanguage, itself, is infringing), (b) any warranty or product liability claim with respect to any EasyLanguage Specialty, (c) any error or misrepresentation made in any advertisement for any EasyLanguage Specialty, and/or (d) EL Specialist's business or activities generally, or specifically with respect to any particular transaction or customer.

IN NO EVENT SHALL TS TECH OR ANY OF ITS AFFILIATES BE LIABLE TO EL SPECIALIST OR ANY OTHER PERSON CLAIMING BY OR THROUGH EL SPECIALIST FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS), EVEN IF TS TECH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

4.2 **Warranty by TS Tech.** TS Tech represents and warrants that, to its actual knowledge, the use of the Logo and Trademarks in the United States should not result in any claim being filed asserting that the Logo or any such Trademark infringes on a United States trademark owned by a person or entity other than TS Tech or one of its affiliates. TS TECH MAKES NO OTHER WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE TRADEMARKS OR LOGO OR ANY OTHER MATTER OR THING WHATEVER.

Section 5 Term and Termination

5.1 **Term.** This Agreement shall become effective as of the date of execution hereof by EL Specialist and by the President or a Vice President of TS Tech, and shall continue until terminated BY EITHER PARTY ON 30 DAYS ADVANCE WRITTEN NOTICE TO THE OTHER PARTY.

5.2 **Effect of Termination.** From and after the date of termination of this Agreement (regardless of the reason or circumstances), EL Specialist shall cease and desist from all use of the Logo and from making any reference to the Trademarks or the TradeStation Platforms in connection with the EasyLanguage Specialty or any of EL Specialist's other activities, or otherwise.

Section 6 TradeStation Platforms

6.1 **TradeStation Platforms.** EL Specialist may not directly or indirectly offer or transmit all or any portion of the TradeStation Platforms to third parties whether by way of subscription, license, sale or otherwise. EL Specialist may not modify, translate, "break the block," reverse engineer, decompile or disassemble any of the TradeStation Platforms. EL Specialist may not facilitate or assist any third party in modifying, translating, "breaking the block," reverse

engineering, decompiling, or disassembling any of the TradeStation Platforms. EL Specialist shall maintain in strict confidence, and shall not, except as otherwise required by law, disclose to any person or entity, or use, or authorize the use of, any confidential or proprietary information or materials that EL Specialist may obtain, learn or discover, regardless of the source, concerning any TradeStation Platforms, EasyLanguage, or TS Tech or its business.

Section 7 Miscellaneous

7.1 **Customer Support.** Each party shall assume responsibility for providing customer support with respect to its products and services, and is not authorized or obligated to provide any customer support for the other's products or services.

7.2 **Noninterference.** During the term of this Agreement, and for a period of two (2) years thereafter, EL Specialist will not, on its own behalf or on behalf of others, solicit, entice, or persuade, or attempt to solicit entice or persuade, any employees of TS Tech or any of its affiliates to leave the employment of TS Tech or those affiliates for any reason.

7.3 **Independent Contractors.** Each party hereto shall be and remain an independent contractor and nothing herein shall be deemed to constitute the parties as partners. Further, neither party shall have any authority to act, or attempt to act, or to represent itself, directly or by implication, as an agent of the other party or in any manner assume or create, or attempt to create, any obligation on behalf of or in the name of the other, nor shall either be, or be deemed, the agent or employee of the other.

7.4 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous communications and agreements, written or oral. This Agreement may not be amended except by a writing signed by both parties.

7.5 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. EL Specialist hereby consents to jurisdiction and exclusive venue in the state and federal courts located in Broward County, Florida. The parties agree to accept service of process by U.S. certified or registered mail, return receipt requested, or by any other means authorized by Florida law.

7.6 **Headings.** Section headings are used in this Agreement for convenience of reference only and shall not affect the meaning of any provision of this Agreement.

7.7 **Waiver.** No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party. No oral waiver shall be binding, and the parties agree that they may not rely upon purported oral waivers, hereby stipulating that, in light of this provision, any such reliance would be unreasonable.

7.8 Severability. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, and is not reformed by such court, the remaining provisions shall remain of full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

EL SPECIALIST:

Precise Name of Company
(or individual if not a company): _____

Address: _____

Name of Signatory: _____
Title (if on behalf of a company): _____

Signature: _____
Date: _____

Description of EasyLanguage Specialty: _____

TRADESTATION TECHNOLOGIES, INC.

By: _____

Steven M. Greenbaum, Vice President-Legal or

Date: _____