

PLEASE READ THIS DOCUMENT CAREFULLY BEFORE INSTALLING UNFAIR ADVANTAGE. BY INSTALLING THE SOFTWARE, YOU AGREE TO BE BOUND BY THE TERMS OF THIS LICENSE. IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENSE, DO NOT USE THE SOFTWARE OR DATA. PROMPTLY RETURN THE PACKAGE FOR A FULL REFUND.

(1) The Unfair Advantage (UA) software, including Position Manager and Projectory Filter™, data and reference manual are copyrighted by Commodity Systems, Inc. ("CSI") and are protected by the copyright laws of the United States and copyright provisions of various international treaties. Exchange sources may also claim copyright protection for their respective data contributions. The effect of copyright laws and treaties is that you may not, without written permission from CSI and/or the source copyright holder, copy or distribute the printed reference manual, the software or the data; nor may you copy the substance, the look and feel, the capabilities, procedures, design, interface, use of correlation tools or mathematic formulae that are inherent in CSI products. You may not modify, adapt, translate, transfer, transmit, reproduce, publish, publicly display, publicly perform, license, rent, lease, sell, share, resell, loan, give away, distribute, network, create derivative works from, or reverse engineer the software or data or any part thereof. Before you use the software under a license, you must assign that license to one device. That device is the "licensed device". A hardware partition, virtual machine, or blade is considered to be a separate device. You may install and use one copy of the software on the licensed device. CSI grants to you (the registered licensee of the program and data) the right to make one (1) copy of the software and data for the sole purpose of backing up the system for use in case of loss or damage. Failure of a licensee to protect CSI's copyright interests will result in the revocation of this license. Users are legally responsible for all secondary copies and copies of copies of the database and software.

(2) All CSI data held locally on your computer and transmitted daily is believed to be accurate, but CSI and its suppliers do not warrant or guarantee such accuracy. You should consult a broker or authorized financial advisor or representative to verify market prices before making trades or other financial decisions. Any and all data errors reported to or detected by CSI personnel will be researched by CSI and corrections transmitted to customers on a daily download basis. Such corrections are made without notice and will affect data in the resident database held on customer computers.

(3) Some of the data supplied through UA is provided with the understanding that these statistics have entered the public domain. Should any exchange refuse to honor the existence of public domain rights and require reasonable and affordable redistribution fees, CSI will cover its obligations to the exchange. CSI will not cover fees for third party re-vending, reuse or redistribution of the data. In the event that excessive redistribution fees are imposed upon CSI, CSI may a) Prorate the added costs to existing users, b) Limit access to data released by a fee-imposing exchange, or c) Reduce coverage. CSI will promptly notify the licensee if CSI learns of a reasonable possibility that the licensee will lose access to any portion of the CSI data.

(4) The UA software and the accompanying financial database(s) are temporarily licensed, not sold, to you for use only under the terms of this License. CSI reserves the right to remotely or by mail modify software, tables, market facts, adjustments and user settings and to change the transmission format and information structure as deemed appropriate by CSI. CSI also reserves any rights not expressly granted to you. You own the DVD on which any software or data is recorded, but CSI retains ownership of all copies of the software and financial data.

CONDITIONS OF LICENSED USE – (1) For security and downloading efficiency purposes, customers should download current data with UA at least once per month. If you fail to make timely service payments, or if you cannot for any reason capture updates to the CSI database for a two-month period, you may be denied access to the database and your license to use the software and data will be revoked. If your last daily update is no further distant than two months, you may cure your disabled software by downloading current data. To resume using the licensed data after a two-month lapse, you will need to reinstall the software by downloading the link from the CSI website or using a new DVD provided by CSI. A fee for costs may apply. All data and software licensed to you are provided for your personal and private use. CSI adopts reasonable means to monitor network and data usage. Historical futures data accessing requests are monitored for license compliance. Data transferred to supported formats, spreadsheets, etc. are encoded to reveal the identity of source CSI accounts. CSI reserves the right to charge higher fees and to modify this agreement for excess data usage and for data considered to be in commercial use, as defined in subparagraph (c).

(a) UA Silver Package- This is defined as viewing or processing up to 49 North American futures & options markets, 69 world futures & options markets, 39 single-stock futures markets and/or 7,500 stocks, indices and funds daily by an individual subscriber, with access to a pre-set quantity of historical data, as determined by the subscription category selected from CSI's current price list at the inception of continuous service. However, these limits can be increased by paying higher monthly fees and/or extra history charges according to CSI's current Subscription Rates. A futures or options market is defined as a specific commodity or other similar tradable offered by an individual exchange, such as LME tin or CBT gold.

(b) UA Gold Package - This is defined as viewing or processing up to 150 North American futures, and World Futures & options markets, and/or 10,000 stocks, indices and funds daily by an individual subscriber, with access to a pre-set quantity of historical data, as determined by the subscription category selected from CSI's current price list at the inception of continuous service. A futures or options market is defined as a specific commodity or other similar tradable offered by an individual exchange, such as LME tin or CBT gold.

(c) Commercial Accounts - FTP transmissions, multi-users, network, creating derivative(s), publication, website presentation, redistribution or resell is not allowed under this agreement. Such use would be considered "Commercial" and would require a customized license agreement.

(d) History- All extra history purchased through UA and/or UA history only packages are non-refundable as is Options history.

WARRANTY AND REFUND POLICY. CSI warrants the UA DVD and manuals to be free of defects in materials and workmanship for 90 days from the date of purchase. CSI will replace any defective DVD during the warranty period. Replacement is the full and exclusive remedy for any such defects, and CSI shall have no liability for any other damage. In consideration of the massive historical reserves received through UA, the licensing fee is non-refundable. A one-time temporary suspension of service is permitted per annual subscription, up to three months. In the event of a refund request before the full one-year subscription term expires, monthly user fees are short rated at double the monthly fee per full or partial month from inception of the current subscription term.

DISCLAIMER. In connection with the use of the licensed software and data, CSI does not advise customers on how to trade any market, nor does CSI assume responsibility for customer use of the data provided with any product. CSI makes no warranties, either expressed or implied, by operation of law or otherwise, with respect to the quality, performance, merchantability or fitness for any particular purpose of any CSI or non-CSI product that may process data captured from the CSI database. In addition, CSI, its licensors, affiliates, employees, and agents shall not be liable for any incidental, consequential, or punitive damages or other damages, losses, or claims in any way connected with or arising out of the use of any service or product provided, even if CSI has been advised of the possibility of such damages.

GOVERNING LAW AND RIGHT TO MODIFY. CSI may at any time change this Agreement by revising the Conditions of Licensed Use, and users are responsible for regularly reviewing the conditions of use. This License Agreement shall be construed, interpreted, and governed by the laws of the State of Florida and the venue of any legal action against CSI shall be Palm Beach County in the State of Florida.

®,™ Unfair Advantage and CSI are registered trademarks and Projectory Filter is a trademark of Commodity Systems, Inc.

