

**Subscriber Agreement
Between
Radical Corporation and Subscriber**

RADICAL (We):
Radical Corporation
380 Madison Avenue
New York, NY 10017

SUBSCRIBER (You):
Name: _____
Address: _____

Date: _____

Name of Subscriber's Broker/Dealer:

Radical Corporation (“**Radical**”) hereby grants to the Subscriber and Subscriber hereby agrees to and accepts from Radical, a personal, non-exclusive, non-transferable license to use the machine readable version of Radical’s trading software currently known as Radical XE and any corresponding user manual(s) or other user documentation (collectively "**Licensed Product**") and to use the Licensed Product to receive, access and/or display over Subscriber's computer and/or equipment, fixed or portable, the market information consisting of securities and commodity prices, other information and other data distributed by Radical (collectively "**Data**") that is provided by the stock exchanges, commodity exchanges, news and other information sources (“**Sources**”), on the terms and conditions set forth in this agreement (“**Agreement**”).

1. TERM. The term of this Agreement shall commence on the date listed above ("**Effective Date**"), and shall continue until the end of the next calendar month that follows the month in which the Effective Date occurs. **Thereafter, the term of this Agreement shall automatically renew for successive terms of one (1) calendar month each unless terminated earlier pursuant to the terms set forth in this Agreement.**

2. LIMITED LICENSE.

(a) Subscriber shall have, during the term of this Agreement, a license to use the Licensed Product as expressly set forth in this Agreement solely for Subscriber's own personal use within the United States, its territories and possessions or in any other region that is explicitly authorized by Radical. Subscriber may access the Licensed Product and Data only through the use of one or more logon identifiers and passwords or other access methods specified by Radical (collectively, “**Access Methods**”). Subscriber shall be solely responsible for maintaining and protecting the Access Methods. Subscriber shall be solely responsible for ensuring that Subscriber’s Access Methods are known to and used only by the Subscriber, or, if subscriber is a Professional Subscriber, by those users authorized by and in control of the Subscriber (“**Authorized Users**”). Each Authorized User, if any, shall be required to follow the terms and conditions of this Agreement and Subscriber shall be liable for each Authorized User’s failure to follow the terms and conditions of this Agreement. At Radical’s request, Subscriber will provide Radical with a list of Subscriber’s Authorized Users, and Subscriber acknowledges that, in Radical’s discretion,

Subscriber Signature: _____

Radical may deny access to the Licensed Product or Data to any user of Subscriber's Access Methods. Subscriber shall be solely responsible for all acts or omissions of any person using the Licensed Product or the Data through Subscriber's Access Methods.

(b) Subscriber understands, acknowledges and agrees that the Licensed Product may be accessed and used by Subscriber only through a registered broker dealer ("**Broker Dealer**") whereby the subscriber may use the Licensed Product as an authorized user of the Broker Dealer. Subscriber acknowledges that the Licensed Product may contain Radical's application features for trading. Subscriber acknowledges and agrees that the Broker Dealer shall be solely responsible for the management and oversight of any and all orders placed, taken and/or submitted by Subscriber, including, without limitation, the cancellation of any such orders and/or the opening and closing of any trading accounts. Subscriber further acknowledges and agrees that Radical has no responsibility for managing, monitoring, overseeing and/or canceling any such orders and that Radical is not a Broker Dealer and is not providing any investment advice, is not executing, accepting or directing any trades for or on behalf of any person or entity, is not providing any clearing services, is not providing any trade or order confirmation, and is not providing any services which require licensing or registration with the NASD, SEC or any other regulatory body or exchange. Subscriber shall at all times be responsible and liable for any trades, trading activity, trade confirmation, order execution or securities related transactions. All transmissions generated from Subscriber's Access Methods will be deemed to be authorized by the Subscriber. Radical, at its sole discretion, may terminate, revoke, suspend, modify, or change any or all of the Subscriber's Access Methods at any time with or without prior notice.

(c) Subscriber may make one (1) copy of the Licensed Product for archival or emergency backup purposes, provided that such copy shall be subject to the terms of this Agreement and shall bear the appropriate trademarks, copyright notices and other proprietary and confidentiality notices contained in versions of the Licensed Product licensed by Radical under this Agreement. Except as expressly provided in this Agreement, Subscriber and Authorized Users shall: (i) not use, copy, translate, modify, adapt, reverse compile, disassemble, reverse engineer or transfer the Licensed Product, in whole or in part; (ii) prohibit unauthorized disclosure or copying of the Licensed Product and Data; and (iii) shall not use the Licensed Product and/or Data to provide timeshare services, service bureau services, outsourcing or consulting services, or for any unlawful purpose. Subscriber shall be responsible and liable to Radical and any third party for any use, display or access of the Licensed Product or Data through use of Subscriber's Access Methods by any person or entity who is not a party to or covered by this Agreement, including, without limitation, any direct or indirect use or access whether authorized or unauthorized by Subscriber or its Authorized Users.

(d) Subscriber shall be responsible for ensuring the security with respect to any use of the Licensed Product by the Subscriber.

(e) Subscriber acknowledges that Radical may monitor Subscriber's use of the Licensed Product for Radical's own purposes (and not for Subscriber's benefit). Radical may use resulting information for internal business purposes or in accordance with the rules of any applicable regulatory or self-regulatory body and in compliance with any applicable law and regulation.

(f) Regardless of any other provision of the Agreement, Radical has the right to terminate (temporarily or permanently and at any time, with or without cause or prior notice) the access to

Subscriber Signature: _____

Licensed Product, or to change the nature, composition or availability of Licensed Product or Access Methods.

3. DATA SOURCES. To receive Data, Subscriber must read and be bound by an agreement with the Sources. Subscriber shall comply with any conditions, restrictions or limitations imposed by any of the Sources and shall pay, either directly to such Sources or through Broker Dealer or Radical, as applicable, any and all fees, taxes and/or charges, including any exchange fees, imposed by such Sources (collectively "**Source Fees**"). Subscriber acknowledges that a Source may have the right to terminate, at any time with or without notice, Subscriber's access to the data and/or information provided by such Source(s) without any liability (directly or indirectly) of or on behalf of the Source and/or Radical with respect to such termination.

4. SUPPORT AND MAINTENANCE. Radical shall not be obligated to provide any technical support, upgrades or any support relating to trades, trading activity, trade confirmation, order execution or securities related transaction. Subscriber acknowledges and agrees that the Broker Dealer shall be solely responsible for any such support. Radical does not guarantee any particular level of software support, technical support, resolution of software or technical issues or time for response by its personnel or subcontractors.

5. INSPECTION AND AUDIT RIGHTS. At any time during the term of this Agreement and for a period of six (6) months thereafter, Subscriber shall permit Radical reasonable access to Subscriber's books and records, including without limitation, Subscriber's electronic records, and premises, solely to monitor compliance with this Agreement or to fulfill any related legal or contractual requirement. Radical shall have the right to copy any item that Subscriber may possess with respect to a possible violation or breach of this Agreement and to remove any Licensed Product and/or access to the Data as a result of such violation or breach. Subscriber will be liable for the reasonable costs of any audit (including, without limitation, reasonable accountants' and attorneys' fees and costs) that reveals a discrepancy in Radical's favor of five percent (5%) or more of the amount of fees actually paid to Radical for the then-current payment period.

6. FEES.

(a) License Fees. Subscriber agrees to pay such fees for the provision and use of the Licensed Product ("**License Fees**") as may be separately specified in a writing provided by Radical to Subscriber or as otherwise agreed between Radical and Subscriber. All License Fees are exclusive of any applicable taxes or assessments imposed by or pursuant to any government body or subdivision thereof on the transactions hereunder ("**Taxes**"), except for any federal, state or local income taxes, if any, imposed on Radical, and Subscriber or the billing party in case of third party billing ("**Billing Party**"), shall always remain liable and shall pay all Taxes as and when notified. Subscriber further acknowledges and agrees that Radical may change any of the License Fees upon notice to Subscriber.

(b) Source Fees. Source Fees may be invoiced directly to Subscriber or the Billing Party, as the case may be, by Radical or by the respective Source, subject to the terms of the agreement between Subscriber and the Source and/or the terms of the agreement between Radical and the Source. Subscriber shall always remain solely liable for and shall pay all Source Fees. The Sources may change Source Fees pursuant to terms of respective agreements between Subscriber and the Sources.

Subscriber Signature: _____

(c) Other Fees; Third Party Billing. Subscriber shall be responsible for all charges incurred by Subscriber in accessing the Licensed Product or Data including, without limitation, all connection, line and equipment charges. Subscriber shall remain responsible for all License Fees, Source Fees and Taxes due to Radical hereunder in the event: (a) the Billing Party does not pay all amounts to Radical as and when due hereunder; or (b) the Billing Party is rejected by Radical or replaced by Subscriber, until a new Billing Party accepts the obligation to pay such amounts on behalf of Subscriber in writing to Radical. Radical reserves the right to require at any time a security deposit to secure future payments of License Fees and/or Source Fees and/or Taxes. Subscriber shall pay all reasonable attorneys' fees and costs of collection incurred by Radical in collecting all unpaid amounts hereunder. All outstanding amounts owed hereunder shall accrue interest at the rate of two percent (2%) per month or the highest rate permitted by law, whichever is less, until paid in full.

7. OWNERSHIP RIGHTS RESERVED. No title or ownership of intellectual property rights in and to the Licensed Product, Data and related documentation or any copy, translation, compilation or other derivative works are transferred to Subscriber or any third party hereunder. Radical and any third parties shall retain all rights and title (to the extent of Radical's and their interests) to all proprietary computer programs, techniques, algorithms and processes contained therein, and the "look and feel" and graphic elements of the Licensed Product. **YOU WILL NOT MAKE ANY ALTERATION, CHANGE OR MODIFICATION TO THE LICENSED PRODUCT. YOU MAY NOT RECOMPILE, DECOMPILE, DISASSEMBLE, REVERSE ENGINEER, OR MAKE OR DISTRIBUTE ANY OTHER FORM OF OR ANY DERIVATIVE WORK, INCLUDING BUT NOT LIMITED TO THE "LOOK AND FEEL" AND GRAPHIC ELEMENTS, FROM THE LICENSED PRODUCT EXCEPT AS PERMITTED BY LAW.** Subscriber agrees that unauthorized copying or disclosure of the Licensed Product or Data or other intellectual property of Radical will cause great damage to Radical, which damage far exceeds the value of the copies or information involved. Subscriber shall not, and shall not attempt to, assign, pledge, encumber, sell or otherwise transfer to any third party the Licensed Product, Data or related documentation. Subscriber shall keep the Licensed Product, Data and other intellectual property of Radical free and clear of any and all liens, levies and encumbrances.

8. CONFIDENTIALITY.

(a) General. Subscriber acknowledges and agrees that the Licensed Product and Data constitute and incorporate confidential and proprietary information developed or acquired by or licensed to Radical or the Sources. Subscriber shall take all reasonable precautions necessary to safeguard the confidentiality of the Licensed Product and Data, including at a minimum, those taken by Subscriber to protect Subscriber's own confidential information which, in no event, shall be less than a reasonable standard of care. Subscriber shall not allow the removal, eradication or defacement of any confidentiality or proprietary notice placed on the Licensed Product or Data. The placement of copyright notices on these items shall not constitute publication or otherwise impair their confidential nature. Subscriber shall maintain the confidentiality of the Radical proprietary and confidential information for the term of this Agreement and for five (5) years after the termination or expiration and non-renewal of this Agreement for any reason, and with respect to trade secrets, until such time as each such trade secret ceases to be a trade secret.

(b) Disclosure. Subscriber shall not disclose, in whole or in part, the Licensed Product or Data or any portion thereof or other information that has been designated as confidential by Radical to any individual or entity, except for use in accordance with this Agreement or as otherwise

Subscriber Signature: _____

required by any applicable law or regulatory body. Subscriber acknowledges that any unauthorized use or disclosure of the Licensed Product or Data will cause irreparable damage to Radical or the Sources. If an unauthorized use or disclosure occurs, Subscriber shall immediately notify Radical and, at Subscriber's expense, Subscriber shall take all steps necessary to recover the Licensed Product or Data and prevent subsequent unauthorized use or dissemination.

9. WARRANTY DISCLAIMER. Subscriber understands and agrees that Radical does not assume any responsibility for the operation of the Licensed Product or availability of Data. Specifically, but without limitation of the foregoing, Radical shall have no responsibility for the availability, timeliness, security, safety, accuracy or performance of Licensed Product or Data, and Radical shall not be responsible for any effect that your use of the Licensed Product may have on your software and equipment. The Licensed Product and Data are provided "as is" and without any express or implied warranties including, without limitation, any warranties as to accuracy, functionality, performance or merchantability. Radical and the Sources expressly disclaim all warranties, express, implied or statutory, including, without limitation, the warranties of merchantability and fitness for a particular purpose and any warranties arising from trade usage, course of dealing or course of performance. Radical and the Sources make no representation, warranty or covenant concerning the accuracy, completeness, sequence, timeliness or availability of the Licensed Product, Data or any other information or the likelihood of profitable trading using the Licensed Product or Data. Radical and the Sources will have no responsibility to maintain the availability of the Licensed Product, Data or any associated services or to supply any corrections, updates or upgrades concerning these. Radical is not soliciting any action based upon use of the Licensed Product or Data. Subscriber accepts full responsibility for any investment decisions or stock transactions made by Subscriber and/or its Authorized Users using the Licensed Product or Data. No sales personnel, employees, agents or representatives of Radical or any third party are authorized to make any representation, warranty or covenant on behalf of Radical. Accordingly, additional oral statements do not constitute warranties and should not be relied upon and are not part of this agreement. Neither Radical nor any of its affiliates or the Sources including, without limitation, the exchanges, represent or warrant that the Licensed Product or Data will be uninterrupted or error-free. Subscriber expressly agrees that use of the Licensed Product, Data or any other information is at Subscriber's sole risk and that Radical and the Sources shall not be responsible for any interruption of services, delays or errors. **Radical and the Sources will have no responsibility to supply any corrections, updates or releases concerning the Licensed Product or the Radical Network.** This section shall survive termination or expiration and non-renewal of this Agreement.

10. DISCLAIMER OF LIABILITY. RADICAL, RADICAL'S OFFICERS, AFFILIATES, EMPLOYEES AND AGENTS WILL HAVE NO LIABILITY, CONTINGENT OR OTHERWISE, TO SUBSCRIBER OR TO THIRD PARTIES, FOR THE CORRECTNESS, QUALITY, ACCURACY, SECURITY, COMPLETENESS, RELIABILITY, PERFORMANCE, TIMELINESS, PRICING OR CONTINUED AVAILABILITY OF THE LICENSED PRODUCT OR DATA OR FOR ANY INTERRUPTION OR DISRUPTION OF YOUR ACCESS TO THE LICENSED PRODUCT OR DATA OR ANY ERRONEOUS COMMUNICATION BETWEEN RADICAL AND SUBSCRIBER. RADICAL, ITS AFFILIATES AND THE SOURCES SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF USE, TRADING LOSSES OR LOSS OF

Subscriber Signature: _____

OTHER COSTS OR SAVINGS) RESULTING FROM, ARISING OUT OF, OR IN CONNECTION WITH THE PROVISION, OR LACK OF PROVISION, OF THE LICENSED PRODUCT OR DATA OR THE BREACH OF THIS AGREEMENT BY RADICAL, REGARDLESS OF CAUSE OR FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING THE NEGLIGENCE OF RADICAL), STRICT LIABILITY, STATUTORY LIABILITY OR OTHERWISE, AND WHETHER OR NOT SUCH DAMAGES WERE FORESEEN, UNFORESEEN OR FORESEEABLE, EVEN IF RADICAL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. RADICAL HAS NO RESPONSIBILITY TO INFORM THE SUBSCRIBER OF ANY DIFFICULTIES RADICAL OR OTHER THIRD PARTIES EXPERIENCE CONCERNING USE OF THE LICENSED PRODUCT OR DATA OR TO TAKE ANY ACTION IN CONNECTION WITH THOSE DIFFICULTIES. RADICAL ALSO HAS NO DUTY OR OBLIGATION TO VERIFY, CORRECT, COMPLETE OR UPDATE ANY INFORMATION DISPLAYED IN THE LICENSED PRODUCT. NOTWITHSTANDING THE FOREGOING, IN THE EVENT THE TERMS OF THIS SECTION, OR ANY PART THEREOF, SHALL BE HELD INVALID AND UNENFORCEABLE BY A COURT OF COMPETENT JURISDICTION, RADICAL'S LIABILITY UNDER THE TERMS OF THIS AGREEMENT SHALL NOT EXCEED AN AMOUNT EQUAL TO THE LICENSE FEES PAID BY SUBSCRIBER TO RADICAL FOR THE ONE (1) CALENDAR MONTH IN WHICH DAMAGES FIRST ACCRUED. THIS SECTION SHALL SURVIVE ANY TERMINATION OR EXPIRATION AND NON-RENEWAL OF THIS AGREEMENT.

11. INDEMNIFICATION. Subscriber agrees to defend, indemnify and hold Radical, its affiliates, directors, officers, shareholders, employees, representatives, agents, attorneys, successors, assigns, and the Sources, harmless from and against any and all claims, losses, damages, liabilities, obligations, judgments, causes of action, costs, charges, expenses and fees (including reasonable attorneys' fees and costs and such fees and/or penalties as any of the Sources may impose) arising out of: (a) any breach or alleged breach of this Agreement by Subscriber or any Authorized User; (b) any failure of Subscriber or any Authorized User to comply with the requirements of, or obligations imposed by, the Sources; or (c) any negligence, or willful or reckless actions or misconduct of Subscriber or the Authorized Users with respect to the use of the Licensed Product and/or Data or Radical confidential information. Radical reserves the right to select its own attorneys at Subscriber's cost. This Section shall survive any termination or expiration and non-renewal of this Agreement.

12. TERMINATION. Subscriber may terminate this Agreement, without right to refund, by notifying Radical in writing of such termination. Regardless of any other provision of the Agreement or any schedule or exhibit, Radical has the right to terminate (temporarily or permanently and at any time, with or without cause or prior notice) the license to use the Licensed product or access to Data, or to change the nature or availability of the Licensed Product or Data, without liability of any kind of Radical to Subscriber or to any person or entity claiming by or through or on behalf of Subscriber, with respect to such termination or suspension. Upon the expiration and non-renewal or termination of this Agreement for any reason, all rights granted to Subscriber hereunder shall cease, and Subscriber shall promptly: (a) purge and destroy the Licensed Product from all of Subscriber's computer systems, equipment, storage media and other files in Subscriber's possession or under its control; (b) upon Radical's request provide Radical with a written statement certifying that Subscriber has taken the actions set forth in subsection (a) above; and (c) pay any and all License Fees, Source Fees and Taxes incurred as of the date of

Subscriber Signature: _____

termination. The provisions of this Section and Sections 5, 6, 7, 8, 9, 10, 11, 13, 18, 19 and 20 shall survive the termination or expiration and non-renewal of this Agreement.

13. EQUITABLE RELIEF. Subscriber acknowledges that any breach of its obligations under this Agreement with respect to the Licensed Product, Data and any other proprietary rights and confidential information of Radical and/or the Sources will cause irreparable injury to Radical and/or the Sources, as applicable, for which there are inadequate remedies at law and, therefore, Radical and/or the Sources shall be entitled to equitable relief in addition to all other remedies provided by this Agreement or available at law.

14. COMPLIANCE WITH LAWS. Subscriber's and Authorized Users' use of the Licensed Product and Data shall comply with all applicable federal, state, local laws, rules, regulations, and applicable exchange rules, regulations and contract terms. Subscriber represents and warrants that Subscriber shall not intentionally engage in, nor is to its knowledge currently engaged in, the operation of any unlawful transactions and/or business. Subscriber shall not use, nor shall Subscriber permit any Authorized User or third party to use, the Licensed Product and/or Data for any unlawful purpose. In the event Radical believes that Subscriber is not in compliance with the terms of this Section, Radical reserves the right to terminate Subscriber's and the Authorized Users' access to the Licensed Product and/or Data at any time with or without notice and without incurring any liability or obligation in connection therewith.

15. RELATIONSHIP BETWEEN PARTIES. The relationship between Subscriber and Radical is that of independent contractors and nothing contained in this Agreement shall be construed to constitute a party as the partner, joint venturer, employee or agent of the other.

16. ASSIGNMENT. Subscriber shall not assign, delegate or otherwise transfer this Agreement or any of its rights or obligations hereunder without Radical's prior written consent.

17. FORCE MAJEURE. Neither party shall have any liability for any failure or delay in performing any obligation under this Agreement (except for payments to Radical or the Sources) due to circumstances beyond its reasonable control including, but not limited to, acts of God or nature, actions of the government, fires, floods, strikes, civil disturbances or terrorism, or power, communications line, satellite or network failures.

18. GOVERNING LAW; EXCLUSIVE JURISDICTION. This Agreement, which has been made and entered into in New York, New York, and all the rights and duties of the parties arising from or relating in any way to the subject matter of this Agreement or the transaction(s) contemplated by it, shall be governed by, construed and enforced in accordance with the laws of the State of New York (excluding any conflict of laws provisions of the State of New York which would refer to and apply the substantive laws of another jurisdiction). Any suit or proceeding relating to this Agreement shall be brought in the courts, state and federal, located in Garden City, Nassau County, New York. **SUBSCRIBER AND ALL AUTHORIZED USERS HEREBY CONSENT TO THE EXCLUSIVE PERSONAL JURISDICTION AND VENUE OF THE COURTS, STATE AND FEDERAL, LOCATED IN NEW YORK, NEW YORK.**

19. PAYMENT OF LEGAL COSTS AND FEES. In the event any legal action is taken by either party to enforce the terms of this Agreement, the non-prevailing party shall pay all related court costs and expenses including, without limitation, disbursements and reasonable attorneys' fees of the prevailing party.

Subscriber Signature: _____

20. MISCELLANEOUS. All notices or approvals required or permitted under this Agreement must be given in writing and sent by mail to the addresses set forth in this Agreement below. Subscriber shall give prompt written notice to Radical of any change of the name or address of Subscriber or any Authorized User and of any change in the nature of Subscriber's business. The headings of the Sections of this Agreement are inserted for convenience only and shall not constitute a part hereof or affect in any way the meaning or interpretation of this Agreement. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural and vice versa, and the masculine gender shall include the feminine and neuter genders and vice versa. Any waiver or modification of this Agreement shall not be effective unless executed in writing and signed by an authorized representative of Radical and Subscriber. The failure of either party to enforce, or the delay by either party in enforcing, any of its rights under this Agreement shall not be deemed to be a waiver or modification by the parties of any of their rights under this Agreement. If any provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, in whole or in part, such holding shall not affect the validity of the other provisions of this Agreement, unless Radical in good faith deems the unenforceable provision to be essential, in which case Radical may terminate this Agreement effective immediately upon notice to Subscriber. No third party beneficiaries are contemplated by this Agreement, and specifically any Authorized User shall not be deemed a third party beneficiary under or pursuant to this Agreement. This Agreement, together with all of the Schedules, Attachments, Exhibits and Addenda hereto which are incorporated into this Agreement in full by this reference thereto, constitute the complete and entire agreement between the parties and supersedes any prior agreements or understandings between the parties with respect to its subject matter. The undersigned, by executing the signature section below, agrees to be legally bound by this Agreement together with all of the Schedules, Attachments, Exhibits and Addenda hereto. Subscriber represents that the signatory below is authorized to act on behalf of the named Subscriber.

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Subscriber Signature: _____

IN WITNESS WHEREOF the parties have entered into this Agreement as of the date first written above.

<p>SUBSCRIBER:</p> <p>Name of Subscriber: _____</p> <p>Authorized Signature of Subscriber:</p> <p>_____</p> <p>Name of person signing:</p> <p>_____</p> <p>Title: _____</p> <p>Phone: _____</p> <p>Fax: _____</p> <p>Email (required): _____</p> <p>Date: _____</p>	<p>RADICAL CORPORATION 380 Madison Avenue New York, NY 10017. Tel: 212 – 444 6350 www.Radicalcorp.com</p> <p>By:</p> <p>_____</p> <p>(Authorized Signature)</p> <p>Date: _____</p>
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