



Subscriber License Agreement

**Neovest™ and FirstAlert™
SUBSCRIPTION LICENSE AGREEMENT**

Effective Date: _____

Licensor: Neovest, Inc.

Subscriber: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

1145 South 800 East
Suite 310

Address: Orem UT, 84097

Address: _____

Phone: 800.433.4276

Phone: _____

Fax: 801.373.2775

Fax: _____

This Subscription License Agreement, inclusive of the exhibits attached hereto and incorporated herein by this reference (collectively, this "Agreement") is made between Neovest, Inc., for itself and its affiliates ("Licensor"), and the above-signed subscriber ("Subscriber") (collectively "parties"). In consideration of the mutual agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Software License and Use.

Licensor grants to Subscriber and Subscriber accepts, subject to the Use restrictions, terms and conditions of this Agreement, a non-exclusive, non-assignable, non-transferable, limited license for the Use of one of the following software products: Neovest™ or FirstAlert™ (collectively "NF™"), by Subscriber's licensed End Users on Subscriber's client computers operated by licensed End Users ("License").

Licensor reserves all rights not expressly granted herein. Subscriber may not copy (except as otherwise permitted by applicable law), assign, transfer, license, distribute, make available, publish, adapt, lease, modify, reverse engineer, decompile, disassemble, or create derivative works of NF™ or any component thereof. Subscriber may not remove from NF™ any logo, trademark, copyright, proprietary or other notices, terms, conditions, or any other material identifying or protecting NF™ or any portion, rights or aspects thereof. Subscriber may, as permitted by U.S. Copyright law, make a copy of the Software for archival and backup purposes only.

The License granted herein is limited to the number of Subscriber's End Users or End User sessions and the Software Modules for which all Fees and other charges of Licensor are paid for each period of Use, and is only for internal commercial use by Subscriber's licensed End Users for purposes of obtaining or analyzing Data and incorporating the resulting information as one component among others considered and used in End Users' professional judgment in providing services to Subscriber's customers or End Users' judgment for their own individual accounts. Subscriber shall not allow anyone other than licensed End Users to operate or view the operation, output, displays or reports of NF™.

Subscriber agrees to pay the then current periodic Fees charged by Licensor for its licensed Use of NF™ in accordance with any Exhibit A (Additional Terms and Conditions) attached hereto.

2. Passwords; Fees.

- a. So long as Subscriber pays all Fees of Licensor for all applicable periods of Use, Licensor will provide to Subscriber security key passwords that will enable Subscriber's and licensed End User's operation of NF™, each of which will expire automatically at the end of each applicable period for which fees and charges are paid ("Passwords"). SUBSCRIBER CONSENTS TO TERMINATION OF THIS LICENSE AND TO THE INABILITY TO OPERATE NF™ DURING ANY PERIODS FOR WHICH ALL THEN-CURRENT APPLICABLE FEES AND CHARGES ARE NOT PAID AND/OR NO PASSWORD IS ISSUED.
- b. Subscriber shall pay Licensor all then-current periodic Fees for the number of Subscriber's End Users, End User sessions, and Software Modules used by Subscriber and licensed End Users, in accordance with Exhibit A (Additional Terms and Conditions) attached hereto and incorporated herein. Subscriber may change the number of Subscriber's End Users or End User sessions, or Software Modules, in which case Subscriber agrees to pay Licensor's then-current Fees in the applicable changed amounts. Fees are subject to change by Licensor without notice and continued Use of NF™ after such changes take effect shall constitute Subscriber's agreement to pay Fees in the changed amounts. All Fees are to be paid in advance of the period for which such Fees are applicable.
- c. Upon request by Subscriber, Licensor will provide installation, implementation, and other services subject to the availability of Licensor personnel ("Services"). Subscriber agrees to pay for any Services at Licensor's then-current time and materials charges.
- d. If Subscriber elects to receive Data Feeds through Licensor for use with NF™ pursuant to a separate agreement with Licensor, Licensor may include the charges for such Data Feeds with its invoices and bills for Fees payable hereunder.
- e. Licensor may charge interest on any Fee amounts not paid when due at the rate of ONE AND ONE-HALF PERCENT (1 1/2%) per month or the maximum amount allowed by law, whichever is less, commencing with the date payment was due. A charge of ten percent (10%) of the check amount will be charged to Subscriber for any check not honored (not paid) by Subscriber's bank. Uncollectible and past due accounts may be turned over to a collection agency for collection. Subscriber's obligation to pay Fees and charges which have accrued and any damages arising from breach of this Agreement shall survive any termination.

3. Subscriber Acknowledgements.

- a. Subscriber acknowledges that it has the responsibility to obtain data feeds which provide delayed or real-time data on securities transactions ("Data Feeds"). Subscriber may elect to receive Data Feeds through Licensor by entering into a separate agreement and paying Licensor the then-current and applicable amounts for such Data Feeds. From time to time, Licensor or Third Party Providers may be unable to include, with any Data, information with respect to certain companies with which they or Licensor, or their or Licensor's respective affiliates, have certain business relationships. Data recovery is available through Licensor's web site only to allow Subscriber to replace lost Data so long as all Fees are paid.
 - b. Subscriber acknowledges that using any trade execution capabilities of NF™ may require a separate agreement between Subscriber and any securities broker selected by Subscriber to complete such trades. Subscriber assumes all responsibility for obtaining and maintaining any necessary agreements with securities brokers.
 - c. Licensor will provide telephone support to Subscriber on standard toll telephone support lines, subject to availability of Licensor's personnel and so long as all Fees are paid, if Subscriber pays all toll charges and limits its or licensed End User's calls upon Licensor's reasonable request.
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- d. Subscriber agrees that NF™ and its use (i) does not substitute for End User's independent judgment, professional or otherwise; (ii) does not constitute a recommendation or solicitation that any particular investor should purchase or sell any particular security in any amount, or at all; (iii) does not assess for any particular investor the suitability or the potential value of any particular investment; and (iv) is not intended to provide tax, legal, or investment advice. Subscriber agrees that any trade order or security order executed by or upon using NF™ will be treated as unsolicited by Licensor.

4. Definitions. Capitalized terms have the definition given to them in the text or as stated below:

- a. Data means all data and information, including but not limited to analyses, news, opinions, securities data, statistical data, and research information provided by Licensor or Third Party Providers, incorporated within or updated through licensed use of NF™, or otherwise provided by Licensor, provided Licensor is entitled to change the type of Data made available to Subscriber hereunder.
- b. End Users mean the employees of Subscriber, or the registered account-holding customers of Subscriber who use NF™ for their own individual accounts, for whom Subscriber has paid license Fees for Use.
- c. Fees are all then-current periodic license fees and other charges required by Licensor for the type and quantity of Use of NF™, Data, and any Services, including without limitation initial software start-up fees and periodic royalty license fees, for the number of Subscriber's Servers, End Users or End User sessions, and the Software Modules used by Subscriber and licensed End Users, subject to changes as Licensor may adopt from time to time; together with any interest or related charges.
- d. NF™ is Licensor's product that incorporates Software and Data.
- e. Software means the portion of NF™ containing executable computer programs.
- f. Software Modules means the licensed components of NF™ that allow End Users to access or perform different functions.
- g. Subscriber's Servers means the licensed secure server-grade computers of Subscriber.
- h. Third Party Providers means any third parties who own or provide data or software that Licensor distributes with or includes within NF™.
- i. Use means internal commercial use and operation by licensed End Users of NF™ in compliance with this Agreement for the number of End Users or End User sessions, Subscriber's Servers and client computers operated by licensed End Users, and Software Modules for which Subscriber has paid then-current Fees applicable to such periods of use and operation.

5. Term and Termination; Default.

- a. This Agreement shall be effective commencing with the Effective Date first above written, and shall continue for 12 months at which time this Agreement will automatically renew for additional 12 months unless terminated pursuant to Subsection 2 or this Section 5. Subscriber must terminate this Agreement at least 30 and not more than 60 days prior to the automatic renewal date by written notice to Licensor. Licensor may terminate this Agreement immediately at any time for any reason.
 - b. Subscriber will be in default hereunder if it fails to pay Fees when due, fails to perform any non-curable obligation, or fails to perform any curable obligation (other than payment of Fees) and does not effect a cure within thirty (30) days after written notice. If Subscriber is in default, then Licensor or Third Party Providers may terminate this Agreement or pursue other legal or equitable remedies, and Subscriber shall pay all costs and expenses, including any attorneys' fees, whether such remedies are pursued by lawsuit or otherwise. Reuters is a third party beneficiary of this Agreement and will be entitled to enforce its terms as applicable against Subscriber or End User.
 - c. Licensor may terminate this Agreement if Subscriber ceases to carry on its business, becomes the subject of any proceedings for the relief of debtors or otherwise becomes insolvent, bankrupt, or makes an assignment for the benefit of creditors.
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- d. Upon termination of this Agreement for any reason: (i) the License shall terminate immediately and Subscriber and End Users shall immediately stop all use and operation of NF™; (ii) Licensor shall have no continuing obligation to permit use of or access to NF™ and any current Password shall be invalidated; (iii) Subscriber shall return to Licensor any equipment including any identification key within fifteen (15) days after termination; (iv) Subscriber shall return, delete or destroy (as requested by Licensor) all Software media, documentation, Data, and Proprietary Information associated with NF™; and (v) Subscriber shall cease any use of marks associated with Licensor or NF™ including without limitation the NF™ trademark.
- e. Termination of this Agreement will not prejudice recovery by a party of any amount due at the time of termination or any other rights or remedies otherwise available under this Agreement. On termination for any reason, all obligations that are intended to survive termination will continue, including without limitation the provisions of Sections 1, 2.a, 3.d, 5.e, 6, 8, 9, 10 and 12.b.

6. Intellectual Property and Proprietary Information.

- a. Subscriber agrees to allow the Software to display the NF™ trademark and indicate that NF™ is powered or provided by NF. Each party authorizes the other to use or display the other's name and trademarks in promotional materials referring to Subscriber's use of NF™ pursuant to this Agreement.
 - b. Except as expressly provided herein, Licensor and Third Party Providers retain all Intellectual Property rights in, title to and ownership of NF™. Subscriber agrees to take all reasonable steps and cooperate to protect such Intellectual Property rights in NF™. "Intellectual Property" means all intellectual property rights in and to the NF™ Data and Software under applicable law, including but not limited to trademarks, copyrights, patents, trade secrets, and protected database information and compilations thereof. Notwithstanding anything herein to the contrary, Licensor and Third Party Providers grant Subscriber no rights in, title or interest in NF™ including any trademarks or other Intellectual Property therein or associated therewith; and Subscriber agrees to change immediately any use of NF trademarks upon Licensor's request.
 - c. Subscriber acknowledges that NF™ contains Proprietary Information belonging to Licensor or Third Party Providers, and agrees not to use such Proprietary Information except in Use of NF™ in accordance with this Agreement. Subscriber and End Users will hold the Proprietary Information in confidence and will not, directly or indirectly, copy, distribute, transmit, reveal, report, publish, disclose, make available or otherwise transfer the Proprietary Information to anyone other than Subscriber or End Users. Subscriber agrees to notify Licensor immediately upon discovery of any unauthorized use or disclosure of NF™ including any Proprietary Information.
 - d. "Proprietary Information" means confidential information and trade secrets of Licensor and Third Party Providers. "Confidential information" is information, other than trade secrets, that is of value to Licensor or to a Third Party Provider and is treated as confidential. For confidential information, the obligations under this Section shall continue during the term of this Agreement and for a period of five years thereafter. "Trade secrets" means information constituting a trade secret under applicable law, including but not limited to information that derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. For trade secrets, the obligations under this Section shall continue for so long as such information constitutes trade secret under applicable law.
 - e. Subscriber acknowledges that the provisions in this Section are material to this Agreement, and agrees that any threatened or actual breach of this Agreement shall constitute immediate, irreparable harm for which monetary damages would be an inadequate remedy, and for which Licensor and Third Party Providers shall be entitled to equitable remedies without a requirement to post bond or security, in addition to any legal remedies that may be available.
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7. Authority and Compliance.

- a. Subscriber warrants that it has the authority to enter into this Agreement including all the terms and conditions hereof. Subscriber agrees to ensure that End Users accept and comply with the end user agreement incorporated within NF™, and to be responsible for any failure of an End User to comply with the terms and conditions of the License herein and this Agreement.
- b. Subscriber shall be exclusively responsible for the selection, supervision, management, control, and use of NF™. Subscriber will maintain records including identification of End Users and permit audit by or for Licensor as necessary to verify Subscriber's and End Users' compliance with this Agreement.
- c. Subscriber shall comply with all laws and regulations, including without limitation securities laws and regulations, of the United States and other countries and international treaties, applicable to NF™ and its use, and to ensure that neither NF™, nor any direct products thereof, are (i) exported, directly or indirectly, in violation of export laws, or (ii) are used for any purpose contrary to or prohibited any laws or regulations, including without limitation export laws. Without limiting the foregoing, Subscriber acknowledges that NF™ may contain encryption technology that may require a license from the U.S. State Department.
- d. Without limiting the Use restrictions herein, any use, duplication or disclosure of NF™ Data or Software by the U.S. government, pursuant to solicitations issued on or after December 1, 1995, is subject to the commercial rights and restrictions described in this Agreement (48 C.F.R. 227.7202-3(a), 252.227-7013(c)); and any such use, duplication or disclosure pursuant to solicitations issued prior to December 1, 1995, is subject to restrictions as set forth in DFARS 252.227-7013(b)(3)(ii), (c)(1)(ii) at 48 C.F.R. 252.227-7013(b)(3)(ii), (c)(1)(ii) (October 1988); FAR at 48 C.F.R. 52.227-14, 52.227-19 (June 1987); or Clause 18-52.227-86(d) of NASA Supplement to the FAR, as applicable. Contractor/ manufacturer is Neovest, Inc., 1145 South 800 East Suite 310 Orem, Utah 84097.

8. No Guarantee or Warranty; Limitation of Liability.

- a. NF™ IS PROVIDED "AS IS," AND NEITHER LICENSOR NOR THIRD PARTY PROVIDERS MAKE ANY WARRANTIES, REPRESENTATIONS, CONDITIONS, OR GUARANTEES OF ANY KIND, EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, ORAL OR WRITTEN STATEMENTS, OR OTHERWISE WITH RESPECT TO NF™ OR THE RESULTS OF ITS USE. LICENSOR EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, OR OF ERROR FREE AND UNINTERRUPTED USE.
- b. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL LICENSOR AND ITS THIRD PARTY PROVIDERS, INCLUDING ITS OR THEIR OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES, BE LIABLE TO SUBSCRIBER, END USERS OR ANY THIRD PARTY FOR LOSS OR INTERRUPTION OF BUSINESS, LOSS OF USE OR DATA, LOST PROFITS OR GOODWILL, TRADING LOSSES, OR OTHER PECUNIARY LOSS OR DAMAGES THAT MAY RESULT FROM THE USE, INCONVENIENCE, DELAY OR LOSS OF USE, OR OMISSIONS OR INACCURACIES IN NF™, OR FOR INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL LOSS OR DAMAGES OF ANY KIND ARISING OUT OF NF™ OR USE OR INABILITY TO USE NF™, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE TOTAL LIABILITY OF LICENSOR AND THIRD PARTY PROVIDERS, INCLUDING ITS OR THEIR OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES, FOR ANY AND ALL CLAIMS HEREUNDER SHALL BE LIMITED TO THE FEES RECEIVED BY LICENSOR DURING THE THREE (3) MONTHS PRECEDING RECEIPT OF NOTICE OF SUCH CLAIMS.

9. Indemnity; Disclaimer.

- a. Subscriber agrees to indemnify, defend, and hold Licensor, Third Party Providers, and their respective officers, directors, employees, agents, successors, representatives and assigns harmless from any suits, losses, claims, demands, liabilities, costs and expenses (including attorney and accounting fees) sustained or incurred arising from (a) Subscriber's or End Users' use or misuse of NFT™ (unless such damages are caused by the fraudulent conduct or gross negligence of Licensor), or (b) Subscriber's or End Users' failure to comply with this Agreement or any applicable contractual obligations, laws and regulations (including without limitation those regarding securities, securities data, or the export of products or technology abroad) or international treaties, or to obtain any licenses or approvals from appropriate government agencies.
- b. Subscriber assumes complete responsibility for all hardware used in conjunction with NFT™, and for any software not provided by Licensor as a component of NFT™. Licensor and Third Party Providers shall not be responsible in any way for the non-performance, malfunction, or results of such hardware or software, nor for any damages whatsoever arising out of the use of any such hardware or software.

10. Force Majeure.

- a. Licensor and Third Party Providers will not be liable for delays in or failure of performance of or access to NFT™, Data, or Licensor's web site when such delay or failure results from data communications line failures, acts of God, acts of civil or military authority, fire, flood, strikes, war, epidemics, shortage of power, or other cause beyond Licensor's reasonable control and without its fault or negligence. Licensor will not be liable for delays in or failure of performance of Third Party Providers beyond Licensor's reasonable control and without its fault or negligence.
- b. Any payment obligation of Subscriber which is due and owing prior to the happening of a *force majeure* event listed herein is in no way excused from performance by the happening of such *force majeure* event.

11. Severability. If a provision of this Agreement is held unenforceable or invalid for any reason and in any respect, under the laws of any jurisdiction where enforcement is sought, then (a) it shall be deemed severable from the remaining provisions and such invalidity or unenforceability will not affect any other provision of this Agreement or the validity or enforceability of this agreement; and (b) such invalidity or unenforceability will not affect the enforcement or validity of such provision in any other jurisdiction.

12. General Provisions.

- a. TIME IS OF THE ESSENCE of each term, condition, and obligation of this Agreement. Any failure by a party to insist upon strict performance of any obligation, term or condition or to exercise any right or remedy shall not constitute a waiver of any default or breach. Any waiver must be in writing signed by the party granting the waiver, and shall not be construed to be a waiver of any other default or breach.
- b. This Agreement shall be governed by, construed, and interpreted in accordance with the substantive laws of the State of Utah, without regard to its rules regarding conflicts of law, and the Federal laws of the United States of America. English is the controlling language for this Agreement. The United Nations Convention on the International Sale of Goods shall not apply to this Agreement. Subscriber consents to jurisdiction by the state and federal courts sitting in the State of Utah. The headings and captions herein are for convenience only and are not to be considered in construing or interpreting this Agreement.
- c. All communications between the parties pertaining to this Agreement shall be in writing and sent by hand delivery with receipt obtained, or by recognized courier, properly prepaid and sent to the addresses shown above for each party.
- d. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, legal representatives and assigns; provided that Subscriber may not assign, substitute, delegate or otherwise transfer any rights or obligations hereunder except with Licensor's prior written consent, and any purported transfer or assignments in violation of this provision shall be void and have no effect.
- e. Nothing in this Agreement shall be construed as creating a partnership, joint venture, or agency relationship or as granting a franchise.

13. Entire Agreement; Counterparts.

- a. This Agreement expresses the sole and entire agreement of the parties with respect to its subject matter. No promise, representation, warranty, or covenant not expressed herein has been or is relied upon by the parties. Any change hereto must be in writing signed by both parties.
 - b. This Agreement shall be binding and enforceable when duly executed by authorized representatives of both parties and may be executed in separate counterparts, each of which shall be deemed an original, and all counterparts so executed shall constitute the fully executed, binding and enforceable Agreement.
14. **Signature Authorization.** The parties have duly executed and agreed to be bound by this Agreement as evidenced by the signatures of their authorized representatives affixed hereto above. Each party represents and warrants to the other that the signatory identified beneath its name herein has full authority to execute this Agreement on its behalf.

Terms and Conditions

1. Software: Neovest's Neovest™, FirstAlert™ and IdeaLink™ software applications, which Subscriber may use and install only in accordance with the terms and conditions of this Agreement. Each Customer may use a single copy of the Software on a periodic basis so long as all Customer License Fees therefore are paid and the Customer is in compliance with a Neovest approved Subscription License Agreement, and applicable Data Feed Agreements and any related agreements such as exchange (NYSE and NASDAQ) subscription agreements.

The price Subscriber will pay for each user of Neovest's software hereunder will be \$499.00 per month per single user. Such fees, or prorated fees for any partial month(s), shall be payable monthly in advance commencing upon the date Customer enters into applicable Subscription License Agreement and until termination thereof, whether by Subscriber or Neovest.

Other fees may apply.

2. Minimum billing period is 1 month per user. Neovest will not issue any refunds or credits to Subscriber in the event a Customer terminates its sublicense. All exchange fees will be paid by Subscriber except for non-profession US equity exchange fees. Subscriber may pay applicable exchange fees directly pursuant to an agreement with the applicable exchange. If such an agreement does not exist, Neovest has the right to terminate Subscriber and/or collect the applicable exchange fee(s) and remit them to the applicable exchange(s). Neovest is obligated to report data usage to the applicable exchange(s)

3. Electronic Order Execution Fees. In addition to the monthly Software fees the subscriber may be billed, if applicable and if all agreements are signed for each trade executed through the Software by a Customer. Minimum order execution fees may apply

4. Software Purchase Orders. Subscriber will send a complete copy of all applicable Customer Sublicense Agreements to Neovest's Utah office via facsimile at (801) 373-2775 or via email to Neovest's account services group or use Neovest's internet sign-up website through a special link. Customer's license will be effective upon acceptance by Neovest and Neovest's receipt of applicable fees.
