

Master Service Agreement

The following terms (“Master Service Agreement”, “MSA”, or “Agreement”) governs the purchase and use of products, content, and services (“Services”) provided by Wooden Apps, LLC DBA Day Trade Analytics (“Day Trade Analytics”, “Us”, “We”, or “Our”), located at 3166 Malone Dr., Montgomery, Alabama, 36106, United States.

By accepting this Agreement you, our customer (“You”, “Your”, or “Customer”) are agreeing to these terms. You agree that you are executing this Agreement on behalf of your entire organization (if applicable), and represent and warrant that you have the right to do so.

This Agreement is effective between You and Us as of the date You accept the Agreement (the “Effective Date”).

Our Services are diverse and sometimes additional terms may be required for new Services that We introduce. If additional terms are required, those terms will be presented to You for approval in a separate agreement (“Supplemental Services Agreement”) upon acceptance of which will become part of this Agreement.

Description of Services

Day Trade Analytics retrieves, stores and analyzes trade data for various classes of investors. Services include but are not limited to analytics, data, reporting, and optimization tools made available from Our websites.

Use of Services, Your Responsibilities

Account Creation. In order to access and use the Services, You will need to open an account (“Account”). When creating an Account, You will be required to provide certain personal information about Yourself and establish a user identification and password. (“Registration Information”).

User Identification & Passwords. You are responsible for maintaining the confidentiality of Your user identification and password, which allow access to the Services.

Account Notifications. All Account notifications will be sent electronically to the e-mail address provided in Your Registration Information. These communications are considered part of the Services and You may not be able to opt-out from receiving them.

Account Information. By submitting information, data, passwords, usernames, PINs, other log-in information, materials and other content through the Services (“Account Information”), You are expressly authorizing Day Trade Analytics to store, access and use the Account Information to provide You with the Services. You are responsible for the accuracy, quality, integrity and legality of Your Account Information (and of the means through which it was acquired by You).

Suspension of Services. We may suspend the provision of Services in the event You violate the terms of this Agreement, or fail to pay amounts due. We may also temporarily suspend your access to the Service in the event that We deem it necessary to prevent harm to Your data or the Services. Any suspension will only be for the scope and duration necessary to limit harm to You, Day Trade Analytics, the Services, or third parties.

Our Responsibilities

Operation of Purchased Services. We will (a) make Our Services available to You pursuant to this Agreement, (b) use commercially reasonable efforts to make the Service available 24 hours a day, 7 days a week except for (i) planned downtime for routine maintenance, (ii) any unavailability caused by circumstances beyond Our reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, equipment failures, denial of service attacks, periodic updating, or any service provider failures or delays.

Support. We will provide Our standard level of technical support for the Services free of charge in as timely a manner as is reasonably possible.

Data Protection. Day Trade Analytics will maintain administrative, physical, and technical safeguards for the protection of the security, confidentiality and integrity of Your Account Information, in accordance with applicable industry standards. Day Trade Analytics may access Account Information or Service Data as necessary to identify or resolve technical problems or to provide Users with support.

Beta Services. You may be invited or granted access to new and not-yet released features or functionality (“Beta Services”). Beta Services are for evaluation only and are not considered “Services” under this Agreement. We may discontinue Beta Services at any time or may choose to never make them fully available. We will have no harm or damage arising out of or in connection with any Beta Services.

Fees and Payment for Purchased Services

Premium Services. Day Trade Analytics offers access to certain services for a fee (“Premium Services”). To enable and use the Premium Services, You are required to execute an order for such services, by clicking a button within the Services and pay the fees associated with the Premium Services that You have selected.

Subscriptions. Unless otherwise noted, different configurations of Our Services (“Edition” or “Offering”) are purchased as subscriptions (“Subscriptions”) on a month to month or annual basis.

Fees. Our fees are billed in advance monthly or annually. Unless otherwise stated, all fees are quoted in U.S. Dollars. A subscription term will start on the day the first payment is received and will run through the same date of the following month or year. Subscription renewals will start on the day after the current subscription term expires or on the day the renewal payment is received, whichever is later.

Invoicing and Payments. All payment obligations are non-cancelable and all amounts paid are nonrefundable. If payment is to be made via credit card or electronic money transfer (i.e. ACH) such payment shall be chargeable upon invoice date and no receipt will be provided. Day Trade Analytics reserves the right to invoice You directly in the event that reasonable efforts made to obtain a credit card or ACH payment authorization fail.

Billing Disputes. If You believe Your billing is incorrect, You must contact Day Trade Analytics in writing within thirty (30) days of the date of the invoice containing the amount in question to be eligible to receive an adjustment or credit.

Future Functionality. You agree that Your purchases are not contingent on the delivery of any future release of new features, functionality, or dependent on any oral, written or public comments made by Day Trade Analytics regarding such features, functionality, or services.

Changes to Pricing and Fees. We reserve the right to modify Our prices and fees and to introduce new fees upon thirty (30) days prior notice to You. Any such changes will only become effective upon renewal of a Subscription term.

Free Trials

Free Trial. We may offer free trials of Our Premium Services as a way for You to conduct an evaluation. Trials may be extended or terminated by Us for any reason at any time. If You are using Our Premium Services as part of a free trial, any data or information You enter into the Services, and any customizations made to the Services by or for You, during Your trial period will be permanently lost unless You purchase a Subscription to the same Premium Service as those covered by the trial before the end of the trial period.

Representations

Representations. Each party to this Agreement represents that it has voluntarily entered into this Agreement and has the legal authority to do so, and is not barred from entering this Agreement by any applicable laws.

Warranties. The Services are provided “AS IS” and on an “AS AVAILABLE” basis and the entire risk as to satisfactory performance, accuracy, and results is with You. We do not warrant that the Services will be provided without interruption or be completely error free.

Disclaimers. Day Trade Analytics **DISCLAIMS ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE.**

All data, reporting and analysis (“Content”) is provided for informational and educational purposes only. This Content neither is, nor should be construed as an offer, solicitation, or recommendation to buy or sell any securities. Any investment decisions made by the user through the use of such Content is solely based on the user’s independent analysis taking into consideration user’s financial circumstances, investment objectives, and risk tolerance. Day Trade Analytics shall not be liable for any errors or for any actions taken in reliance thereon.

Proprietary Rights

Proprietary Rights. Day Trade Analytics owns all worldwide right, title and interest in and to the Services including the underlying software platform including all worldwide intellectual property rights therein, that Day Trade Analytics uses to provide the Services (“Day Trade Analytics IP”). This Agreement does not convey any proprietary interest in or to any Day Trade Analytics IP or rights of entitlement to the use thereof except as expressly set forth herein. You acknowledge and agree that the fees paid to Day Trade Analytics apply only to the use of the Services by You.

Feedback. Feedback, comments and suggestions may be provided regarding improvements to the Services (“Feedback”) and will be given entirely voluntary by You. Day Trade Analytics will be free to use, disclose, reproduce, license or otherwise distribute and exploit such Feedback as it sees fit, on a royalty-free irrevocable basis, entirely without obligation or restriction of any kind.

Trademarks. The Services are protected by copyright, trademark, and other laws of the United States and foreign countries. You may not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Services.

Confidentiality

Definition of Confidential Information. Each party understands that the other party may need to disclose certain non-public information relating to the disclosing party’s business that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure in connection with the use and/or performance of the Services (“Confidential Information”). Confidential Information does not include any information that the receiving party can show: (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the disclosing party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Confidential Information of the disclosing party.

Protection of Confidential Information. The receiving party agrees: (i) to take reasonable precautions to protect such Confidential Information, and (ii) not to use (except as expressly permitted herein) or disclose to any third person any such Confidential Information. Neither party will disclose to third parties the other’s Confidential Information unless: (i) the other party has given its specific and express prior written approval, (ii) the disclosure is expressly allowed under this Agreement.

Compelled Disclosure. Notwithstanding any other provision, Day Trade Analytics may disclose Confidential Information it receives if compelled to do so by law, regulatory requirement or legal process. Unless prohibited by law or legal process, Day Trade Analytics will use its commercially reasonable efforts to give You prior notice of the request for such disclosure and a reasonable period of time to respond to such request.

Anonymized Data. Day Trade Analytics may collect anonymous usage data with respect to the use of the Services, in singular or aggregate form, to measure and analyze response rates and performance of the Services or to use in presentations for illustrative purposes. Day Trade Analytics may use this usage data and Service Data for internal business purposes, including improving, testing and providing the Services, and for promotional or commercial purposes in anonymous form (e.g. without identifying You or any other customer).

Limitation of Liability

Limitation of Liability. EXCEPT FOR ANY INDEMNITY OBLIGATIONS OR BREACH OF CONFIDENTIALITY OBLIGATIONS ABOVE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY WILL BE RESPONSIBLE OR LIABLE, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, LIQUIDATED OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFIT, REVENUE OR BUSINESS, ARISING IN WHOLE OR IN PART FROM YOUR ACCESS TO OR USE OF THE SERVICES, EVEN IF Day Trade Analytics HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, EXCEPT FOR BREACH OF CONFIDENTIALITY OBLIGATIONS ABOVE, Day Trade Analytics' LIABILITY TO YOU FOR ANY CAUSE WHATEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE SUM OF ALL PAYMENTS YOU HAVE MADE TO Day Trade Analytics UNDER ALL SUBSCRIPTIONS IN THE LAST TWELVE (12) MONTHS OR ONE HUNDRED DOLLARS (\$100.00), WHICHEVER IS GREATER.

Non-Day Trade Analytics Content & Services

Links to Third Parties. The Services may contain links to third party sites or resources. Day Trade Analytics provides these links as a convenience and does not endorse the companies or contents of any such sites. Day Trade Analytics is not responsible for the content of such sites or resources. If You decide to access any of the third-party web sites linked to the Services, You do this entirely at Your own risk.

Term & Termination

This Agreement commences on Effective Date and continues until all subscriptions hereunder have expired or have been terminated. The expiration date of the current term of your Subscription can be seen in the User Profile section of Your Account.

Termination for Cause. Either party may terminate this Agreement for cause (i) upon 30 days written notice to the other party of a material breach and such breach remains uncured at the expiration of such period, or (ii) the other party becomes insolvent, enters into receivership, files a petition for bankruptcy, or any other proceeding related to the liquidation or assignment for the benefit of creditors.

Data Portability and Deletion. Upon any termination by You, the Services and/or Your Account (whichever is applicable) will no longer be accessible and all Account Information will be scheduled for deletion at Our discretion. Any cancellation request will be handled within 30 days

of receipt of such request. Upon any termination or suspension, Day Trade Analytics will have no obligation to maintain any Account Information, data or any related information that was stored in Our database related to Your use of the Services, delete any Service Data, or forward any information to You (or to any third party).

Refund Upon Termination. If You choose to terminate this Agreement for cause as defined herein, We will refund to You any prepaid fees covering the remainder of the term on all Subscriptions. If this Agreement, or any individual Subscription, is terminated for any other reason You will pay any and all unpaid fees covering the remainder of the term on all Subscriptions.

In no event will Termination relieve You of any obligation to pay fees owed to Us for the period prior to the effective date of termination.

Surviving Provisions. Any suspension or termination will not affect Your obligations or licenses to Day Trade Analytics under this Agreement (including, without limitation, ownership, confidentiality, indemnification, Service Data, and limitation of liability), which are intended to survive such suspension or termination.

Notices, Jurisdiction, Miscellaneous

Modification. Day Trade Analytics may modify or revise these Terms. When changes are made they take effect after We post the new version, and at any given time the currently effective version will be available for viewing by clicking “Terms & Conditions” under the Help menu. You understand and agree that by continuing to use the Application after We post changes to this Agreement, You affirm your acceptance to the Terms as modified.

Jurisdiction. This Agreement, and Your relationship with Day Trade Analytics, shall be governed by the laws of the State of Alabama without regard to its conflict or choice of law provisions. Any dispute with Day Trade Analytics, or its officers, directors, employees, agents or affiliates, arising under or in relation to these Terms shall be resolved exclusively through the state and federal courts within the county of Montgomery, Alabama.

Entire Agreement. These Terms constitute the complete and exclusive understanding and Agreement between Us regarding their subject matter and supersede all prior or contemporaneous Agreements or understandings, written or oral, relating to their subject matter.

Assignment. You may not assign these Terms, in whole or in part, without Day Trade Analytics’ prior written consent.

Relationship of the Parties. Nothing expressed by the acceptance of this Agreement is intended to imply or create a partnership, association, joint venture, employee-employer, or franchiser-franchisee relationship.

Severability. If any portion of this Agreement is found to be void or unenforceable, the remaining provisions will remain in full force and effect.

Order of Precedence. To the extent that conflicts occur between terms contained in this Agreement and those defined in a Supplemental Service Agreement, the order of precedence shall be: Supplemental Service Agreement, then Master Service Agreement.

Notices. All other notices under this Agreement other than Termination or an indemnifiable claim may be made via email. Notice shall be deemed made upon: a) personal delivery, b) the third business day after mailing, or c) the first business day after sending by email. All notices should be addressed to:

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