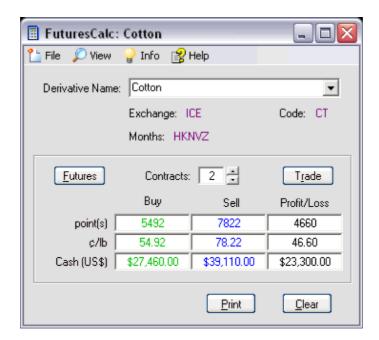
# **FUTURESCALC**

Software Solutions for Futures Traders



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#### Introduction

FuturesCalc® is a software trading program that allows professional traders to easily calculate trade results and access critical contract information for the most actively traded futures and futures options markets listed on the major U.S derivatives exchanges.

The primary feature of the program is a derivatives calculator that quickly calculates trade profit/loss results and/or displays contract price specifications (point, minimum fluctuation and daily limits). The simulataneous display of equivalent point, quote and cash values is designed to help both new and experienced traders quickly visualize price and quote relationships for each market.

The program also displays contract information (exchange, contract code and delivery months) for each selected market. Web links to exchanges, contracts and holiday schedules are readily available, and the program can be configured to always display on top of other software programs.

Please select from the following list of topics to obtain additional information and operational instructions.

- About FuturesCalc®
- System Requirements
- Copy protection
- Registration
- Quick Start
- Purchase Information

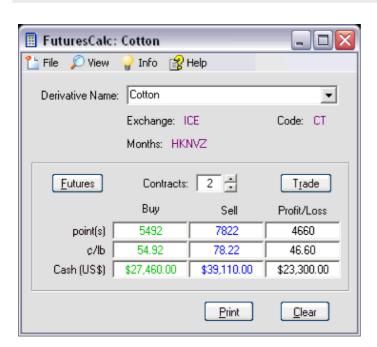
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All help file content and presentation, and the software described are copyrighted. No part of this content or the described software may be copied, reproduced, translated or reduced to any electronic medium or machine-readable form without prior written consent of IRONCONDOR. US®.

Patent(s) pending for operational and functional aspects of the FuturesCalc® software program.

#### About FuturesCalc®

FuturesCalc® provides professional traders with a derivatives calculator and easy access to exchange and contract information for the most active futures and options contracts listed on the major U.S. exchanges.

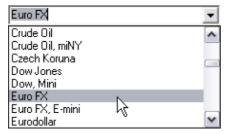


Screen Shots

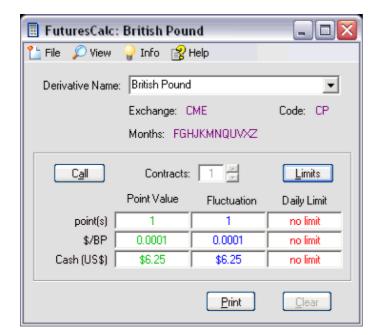
Calculate trade profit/loss for futures and/or futures options contracts.

**Features** 

- Display equivalent point, quote and cash values for each trade position.
- Instantly update trade data as values are entered.
- Automatically check and adjust data for incorrect minimum point fluctuation entries.
- Display exchange and contract codes for each selected market.
- ▶ List active and serial delivery months for futures and futures options contracts.



- Select from a list of the most active futures (and futures options) contracts traded on exchanges located in the United States.
- ► Includes options on 50 underlying futures contracts.



- ▶ Display contract price specifications (point, minimum fluctuation, and daily limits).
- ▶ Display equivalent point, quote and cash values for each price limit specification.





- Includes web links for providing quick access to exchange, contract and holiday schedule information.
- ► Enable/disable display of FuturesCalc® program on top of other software programs.
- ▶ Show/hide display of statusbar.

## **System Requirements**

The following system requirements are required to operate FuturesCalc®:

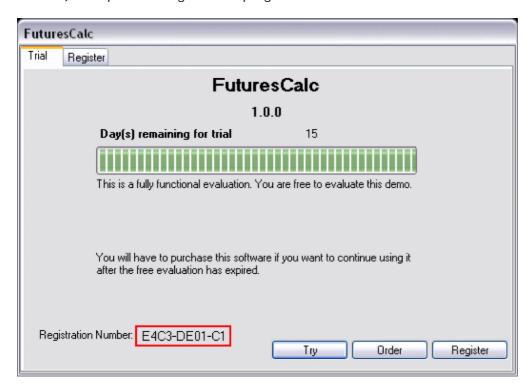
Supported Operating Systems
Windows Vista
Windows XP
Windows ME, Windows 2000
Windows 95/98/98SE, Windows NT 4.0

Minimum System Requirements		
Operating System	Windows 95/NT	
Memory	32MB	
CPU	Pentium	
Hard Disk space	10 MB	
Video Card	VGA or better	
Optional	Internet connection	

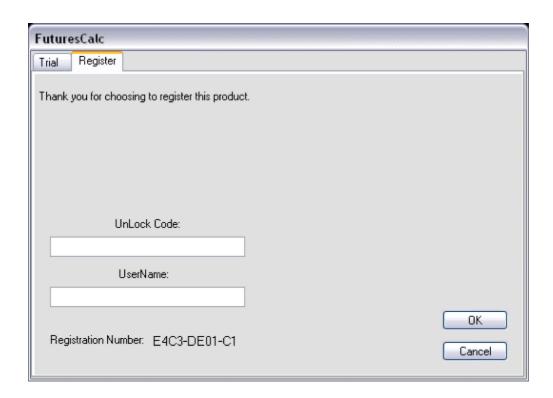
## **Copy Protection**

The shareware version of FuturesCalc® is distributed with copy protection to enable users to evaluate the program before making a decision to <u>purchase</u> the software. Copy protection prevents unauthorized distribution and use of the program, and reduces development costs that can be passed on to customers through decreased software prices. As a result, the program must be purchased and registered to continue to use the software beyond the evaluation period.

The Registration Number (located on the lower left corner of the Trial and Register screens) is required to register the program.



Program <u>registration</u> requires obtaining an unlock code and username from IRONCONDOR.US and entering the information into the appropriate text fields on the Register tab of the Copy Protection screen.



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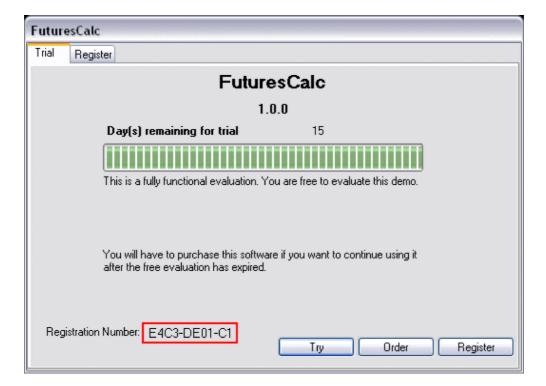
#### Registration

FuturesCalc® (shareware version) is distributed as a trial evaluation that requires a registration (unlock) code to operate the program beyond the evaluation period. The program must be purchased and registered online before receiving an unlock code, which will be emailed within one business day of submittal of the required registration information.

Important: The registration (unlock) code will only work on the computer that the code is issued for (the software is locked to the hardware).

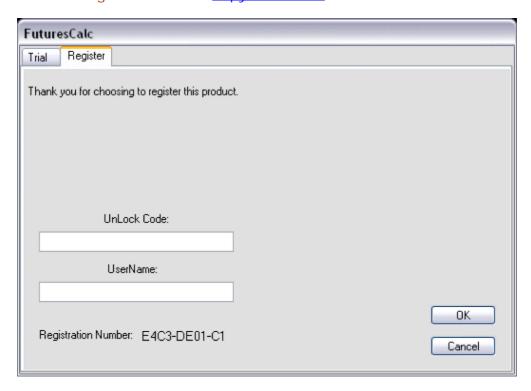
#### To register FuturesCalc®:

- 1. Purchase FuturesCalc® from the company <u>website</u> or an authorized third-party software vendor.
- 2. Instructions for accessing the <u>registration page</u> on the company website will be emailed within one business day of purchase.
- 3. Access the <u>registration page</u> on the company website using a web browser or clicking the link. Enter the user Name, Email Address, and Registration Number (located on the lower left corner of the <u>Trial</u> tab of the <u>Copy Protection</u> screen) into the form and click the Submit button.



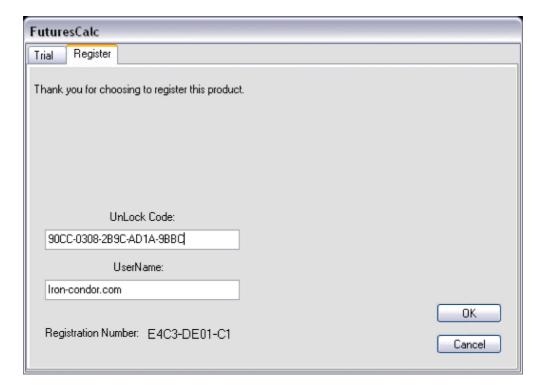
- 4. An unlock code will be emailed within one business day of receipt of the required registration information.
- 5. Start the FuturesCalc® program.

6. Click the Register tab on the Copy Protection screen.



- 7. Enter the information provided in the registration email (Step 4) into the form.
  - Enter the UnLock Code into the appropriate text field.
  - Enter the UserName into the appropriate text field.
  - Select OK to complete the registration process and unlock the program, or
  - Select Cancel to exit without registering (and unlocking) the program.

Important: The registration information typed into the form must match EXACTLY (case-sensitive) the information provided in the registration email sent by IRONCONDOR.US.



8. The program will start and the <u>Copy Protection</u> screen will no longer display. The name of the registered user will display on the <u>About FuturesCalc</u> dialog which can be accessed from the <u>Help About FuturesCalc</u> menu item.

Important: Save a copy of the email containing the registration (unlock) code.

## Using FuturesCalc®

The FuturesCalc® program consists of a main program window that includes a derivatives calculator for determining trade profit/loss results. The program also displays additional exchange/contract information and includes numerous web links to exchanges, contracts and holiday schedules.

Please select from the following list of topics to obtain additional information and operational instructions.

- Quick Start
- Calculator
- Updates
- <u>Help</u>

#### **Quick Start**

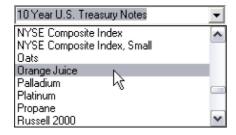
FuturesCalc® is easy to use. This topic explains the basic steps to get started.

#### To use FuturesCalc®:

Start the FuturesCalc® program.



2. Select a contract from the Derivative Name list box.



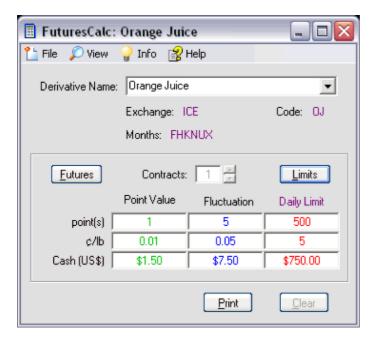
3. Click the Derivative Type command button to select a contract type ( Futures/Call/Put). The button will cycle through the three available selections.



4. Click the Form Type command button to select the type of form to use (Trade/Limits ). The button will cycle through the two available selections.



The program will display contract price limit information if the Limits form is selected.



#### Note:

- Price limit information cannot be edited, and clicking in any of the price limit textboxes will automatically load the Trade form.
- The Contracts textbox/incremental scroll bar and the Clear command button are disabled when using the Limits form.
- 5. Select the Trade form on the Form Type button to enter trade result information.
- 6. Enter the number of Contracts into the textbox or use the incremental scroll button.

  5
- 7. Type the contract price into the Buy and Sell columns using Points, Quote or Cash values.



#### Note:

- Positive trade results will display as black values in the Profit/Loss column, and negative results will display as red values.
- Data entered into any one of the Points, Quote or Cash textboxes will automatically update the other two items in the Buy/Sell column as information is entered.
- The Profit/Loss textboxes will automatically update when price data exists in both the Buy and Sell columns.
- Price data will automatically adjust to the nearest minimum point value if an incorrect amount is entered into the form. Click outside the textbox where the data was entered to have the program check and recalculate any errors.
- The program will automatically save trade results when switching between forms ( Trade/Limits)
- 8. Use the View menu to customize the main program display.

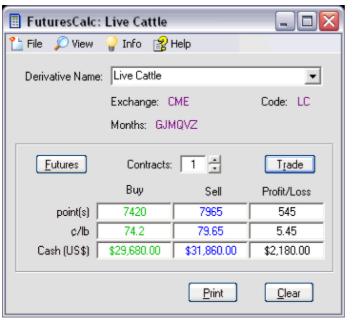


#### Calculator

The Calculator is used to quickly calculate trade profit/loss on individual contracts and to access contract price specification (point size, minimum fluctuation, and daily limit) information.

#### TRADE FORM

#### **PRICE LIMITS FORM**





The following table lists the different parts of the calculator and gives a short description of how each item functions.

Item	Туре	Description
Derivative Name	List Box	<ul><li>The name of the currently loaded derivatives contract.</li><li>Click the down arrow to open the list and select a different contract.</li></ul>
Exchange	Web Link	<ul> <li>The code for the exchange where the derivative contract is traded.</li> <li>Click the violet (purple) text to open the default Windows web browser and access the home page (url) of the exchange where the contract is traded.</li> </ul>
Code	Web Link	<ul> <li>The code for the selected derivative contract.</li> <li>The contract code is composed of an alphanumeric code for the derivative name (1-3 letters).</li> <li>Click the violet (purple) text to open the default Windows web browser and access the contract specifications page (url) at the exchange where the contract is traded.</li> </ul>
Months	Web Link	The active and serial contract delivery months for the selected derivative.

Derivative Type	Comm and	<ul> <li>Selects the type of derivative (contract) to display.</li> <li>Click the command button to cycle between the three contract types:         <ul> <li>Futures</li> <li>Cycling between contracts will clear (reset) any data entered into the Trade form.</li> </ul> </li> <li>Cycling between contracts will update the contract Code and delivery Months.</li> </ul>
Form Type	Comm and	<ul> <li>Selects the type of form to display.</li> <li>The Trade form is used to calculate trade profit/loss.</li> <li>The Limits form is used to display contract point value, minimum fluctuation and daily limit move information.</li> <li>Click the command button to cycle between the two forms:</li> </ul>
Contracts	Data Input	<ul> <li>Used to enter the number of contracts traded.</li> <li>Type a number into the textbox or use the incremental scroll button to enter the number of contracts traded.</li> <li>This item is disabled when the Limits form is active.</li> </ul>
Buy	Data I nput	<ul> <li>Used to enter the purchase value of a contract when the Trade form is active.</li> <li>Data entered into any one of the Points, Quote or Cash textboxes in this column will automatically update the other two items as information is entered.</li> <li>Price data will automatically adjust to the nearest minimum point value if an incorrect amount is entered into the form. Click outside the textbox where the data was entered to have the program check and recalculate any errors.</li> <li>Price data will be saved when switching between forms (Trade/Limits).</li> <li>This item is displayed only when the Trade form is active.</li> </ul>
Sell	Data Input	<ul> <li>Used to enter the sell value of a contract when the Trade form is active.</li> <li>Data entered into any one of the Points, Quote or Cash textboxes in this column will automatically update the other two items as information is entered.</li> <li>Price data will automatically adjust to the nearest minimum point value if an incorrect amount is entered into the form. Click outside the textbox where the data was entered to have the program check and recalculate any errors.</li> <li>Price data will be saved when switching between forms (Trade/Limits).</li> <li>This item is displayed only when the Trade form is active.</li> </ul>

Profit/Los s	Calcula ted Field	<ul> <li>Calculates the profit/loss of a contract when the Trade form is active.</li> <li>Data cannot be entered into this column.</li> <li>The column will automatically update when price data exists in both the Buy and Sell columns.</li> <li>Positive trade results will display as black values in this column, and negative results will display as red values.</li> <li>Price data will be saved when switching between forms (Trade/Limits).</li> <li>This item is displayed only when the Trade form is active.</li> </ul>	
Point Value	Info	<ul> <li>The smallest price increment that a contract is quoted in.</li> <li>Data cannot be edited in this column.</li> <li>Click inside any text box in the column to open the Trade form.</li> <li>This item is displayed only when the Limits form is active.</li> </ul>	
Fluctuatio n	Info Web Link	<ul> <li>The minimum price increment (fluctuation) that a contract can move.</li> <li>Data cannot be edited in this column.</li> <li>Click inside any text box in the column to open the Trade form.</li> <li>The item will display in a violet (purple) text if the minimum fluctuation varies with price, delivery month or type of trade. Click the violet (purple) text to open the default Windows web browser and access the contract specifications page (url) for additional information.</li> <li>This item is displayed only when the Limits form is active.</li> </ul>	
Daily Limit	Info Web Link	<ul> <li>The maximum price move that a contract can make in a day.</li> <li>Data cannot be edited in this column.</li> <li>Click inside any text box in the column to open the Trade form.</li> <li>The item will display in a violet (purple) text if the daily limit varies with price or delivery month or type of trade. Click the violet (purple) text to open the default Windows web browser and access the contract specifications page (url) for additional information.</li> <li>This item is displayed only when the Limits form is active.</li> </ul>	
Point(s)	Text	The point value for the selected contract.	
Quote	Text	The price quote that is used for the selected contract.	
Cash (US\$)	Text	The cash value in U.S. dollars for the selected contract.	
Print	Comm and	Prints a copy of the current program window to the printer.	
Clear	Comm and	Clears (resets) the Buy, Sell and Profit/Loss columns to empty (null) values.  This item is disabled when the Limits form is active.	

#### **Trade Form**

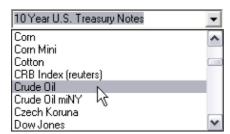
The Trade form is used to calculate trade profit/loss.

#### To calculate trade profit/loss:

1. Start the FuturesCalc® program if it is not already loaded.



2. Select a contract from the Derivative Name list box.



3. Select a contract type (Futures/Call/Put) by clicking the Derivative Type command button. The button will cycle through the three available selections.



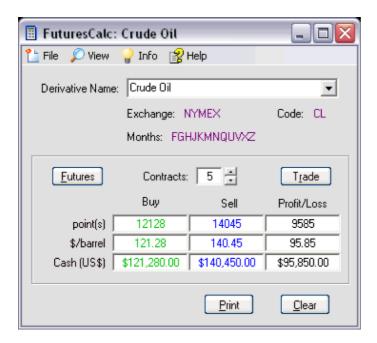
4. Select the Trade option on the Form Type button to enter trade result information. (The button will cycle through the two available selections).



5. Enter the number of Contracts into the textbox or use the incremental scroll button.



6. Type the contract price into the Buy and Sell columns using either Points, Quote or Cash values.



#### Note:

- Positive trade results will display as black values in the Profit/Loss column, and negative results will display as red values.
- Data entered into any one of the Points, Quote or Cash textboxes will automatically update the other two items in the Buy/Sell column as information is entered.
- The Profit/Loss textboxes will automatically update when price data exists in both the Buy and Sell columns.
- Price data will automatically adjust to the nearest minimum point value if an incorrect amount is entered into the form. Click outside the textbox where the data was entered to have the program check and recalculate any errors.
- The program will automatically save trade results when switching between forms ( Trade/Limits)

#### **Limits Form**

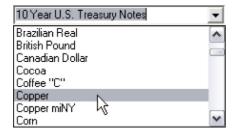
The Limits form is used to view contract price limit information.

#### To display price limit information:

1. Start the FuturesCalc® program if it is not already loaded.



2. Select a contract from the Derivative Name list box.



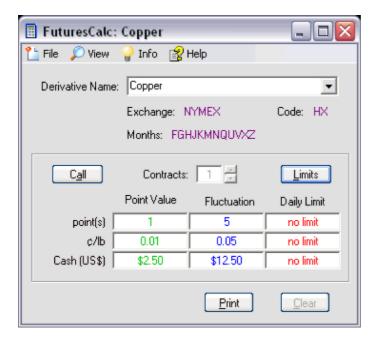
3. Select a contract type (Futures/Call/Put) by clicking the Derivative Type command button. The button will cycle through the three available selections.



4. Select the Limit option on the Form Type button to display price limit information. (The button will cycle through the two available selections).



5. The program will display contract price limit information.



#### Note:

- Price limit information cannot be edited, and clicking in any of the price limit textboxes will automatically load the Trade form.
- The Contracts textbox/incremental scroll bar and the Clear command button are disabled when using the Limits form.

#### Web Links

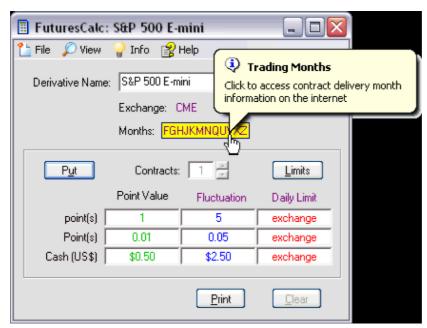
Web links to exchange and contract information are easily accessed from within the program.

To access exchange and contract web pages on the internet:

1. Start the FuturesCalc® program if it is not already loaded.



- 2. Establish an active internet connection.
- 3. Locate text with a violet (purple) color. The mouse pointer will turn to a hand (with pointing finger) and the background color of the text will change to yellow. Hover the mouse over the text for a few seconds and a balloon tip will display that provides information about the link.



4. Click anywhere in the text (yellow background) to open the default Windows web browser and access the web page.

#### Note:

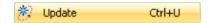
- The Exchange link will access the exchange home page.
- All other links (Code, Months, Fluctuation and Daily Limit) will access the specifications page for the selected contract and derivative type.
- The Fluctuation and Daily Limit column headings will change to web links when more than one specification exists for the minimum fluctuation and/or daily price limit.

## **Updates**

FuturesCalc® includes integrated support for accessing and installing program updates.

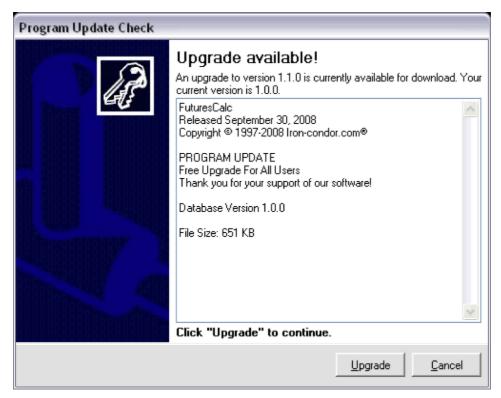
## To check for FuturesCalc® program updates:

- 1. Establish an active internet connection.
- 2. Select the Help Update menu command on the main menu

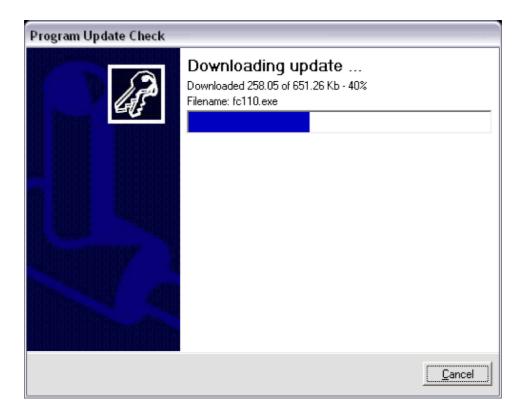


- 3. The Upgrade available! screen will display if an update is available.
  - Select Upgrade to continue, or
  - Select Cancel to exit the update.

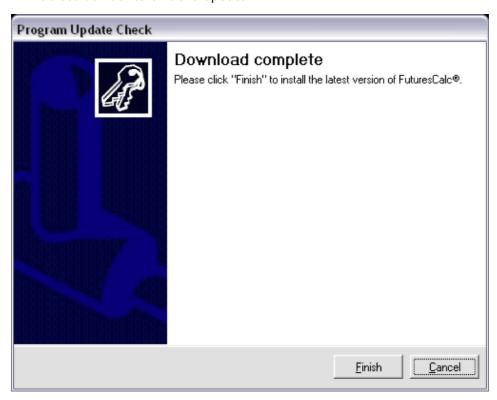
Note: The program will continue to run without notification if an update is not available.



- 4. The Downloading update ... screen will display and track the status of the file download process.
  - The download can be interrupted at any time by selecting the Cancel button.



- 5. The Download complete screen will display to indicate that the update file was downloaded successfully.
  - Select Finish to start the installer program, or
  - Select Cancel to exit the update.



6. The installation program will start and display one or more screens that will vary by upgrade. Continue installing the new update, or choose to complete the installation at a later time.

## Help

A number of options for obtaining general information and instructions for using the FuturesCalc $^{\circledR}$  program are available to the user.

Help Option	Description
Help Menu	Select the <u>Help</u> item on the FuturesCalc® main menu to access program (HTML) help, company web links (URL's), software updates, and general program information.
Context-Sensitive Help	Select the F1 key at any location within the program to display a specific HTML help topic for the menu item, dialog, window, or control that is currently active (in focus).
PDF documentation	The FuturesCalc® program (HTML) help file is available in Adobe Acrobat (Portable Document Format) format for easy display and printing. The <a href="fc.pdf">fc.pdf</a> file can be downloaded by clicking the hypertext link or accessing the company website.
Email support	Questions concerning program operation, sales, and registration can be sent to <u>technical support</u> at any time using the <u>support page</u> on the company website.

#### Reference

 $\label{lem:commands} Futures Calc @incorporates menu commands, interactive user dialogs, and message screens to facilitate operation of the program.$ 

Please select from the following list of topics to obtain additional information and operational instructions.

- Menu
- Dialogs
- Messages

#### Menu

 $\label{lem:commands} Futures Calc @ includes a number of menu commands to operate and customize the program to the needs of the user.$ 

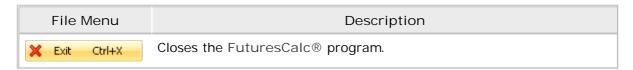


Please select any of the following topics to obtain additional information concerning the available menu commands.

- File
- <u>View</u>
- Info
- Help

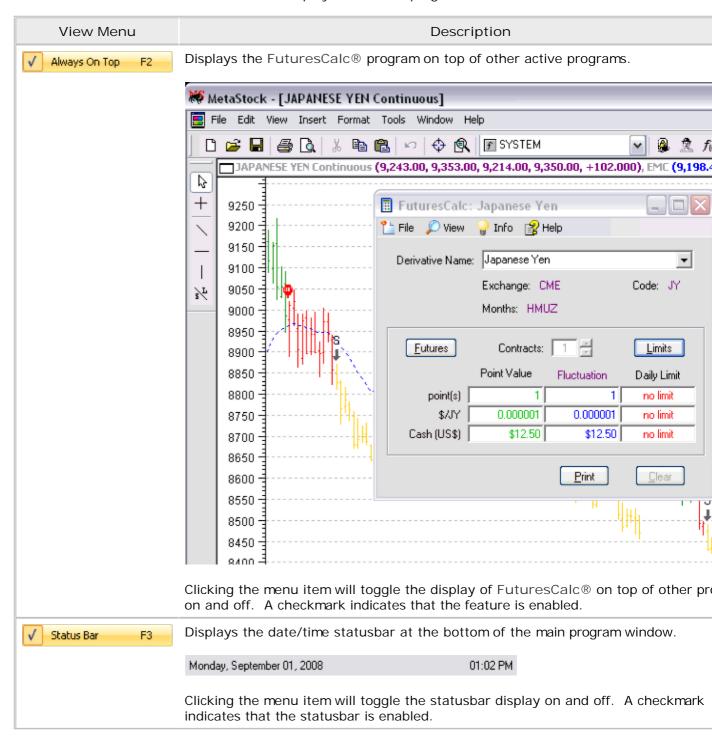
## File

The File menu is used to exit the program:



#### View

The View menu is used to customize the display of the main program window:



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#### Info

The Info menu is used to access holiday schedule trading information:



## Help

The Help menu is used to access program help, update, purchase, license agreement, version, registration, and copyright information:  $\frac{1}{2} \left( \frac{1}{2} \right) = \frac{1}{2} \left( \frac{1}{2} \right) \left($ 

Help Me	nu	Description
Contents	Ctrl+C	Opens the program (HTML) help file with the Contents tab selected. A list of headings and help topics are listed in the contents window below the tab, and a description for the currently selected topic is displayed in the window on the right. Press the ⊕ button to expand a list of topics below a heading, and press the ⊡ button to hide a list of topics below a heading.
4 Quick Start	Ctrl+Q	Opens the program (HTML) help file to the Quick Start topic. The basic steps for operating and configuring the program are provided in the help window.
♦ Home	Ctrl+H	Opens the default Windows web browser and connects to the company internet home page (URL). The program will display a standard Windows Connect dialog if a connection is not currently active.
Purchase	Ctrl+P	Opens the default Windows web browser and connects to the web page (URL) where the program can be purchased.  Note: This menu item will no longer display once the program has been purchased and registered (unlocked).
* Update	Ctrl+U	Accesses the internet and checks for available program updates. If an update is available, the Upgrade Available! window will open and the user user can download and install the update directly from the server.  Note: The program will continue to run without notification if an update is not available.  Important: Please read the company Upgrade Policy for upgrade pricing and policy information.
<u>Support</u>	Ctrl+5	Accesses the internet and navigates to the technical support web page. Use the online form to contact company support personnel for information concerning program operation and troubleshooting, sales and pricing, and suggestions for new ideas and features.  Important: Please provide the information requested in the Contact Information help topic when contacting technical support concerning program operation or troubleshooting.
Recommend	Ctrl+R	Opens the default Windows email program and provides a short description of the FuturesCalc® program and a hypertext (url) link to the company website for sending to friends and/or colleagues.  Note: All email address information is confidential and is not transmitted to anyone but the intended recipient(s).



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## Dialogs

Interactive user dialogs are incorporated into the program to support various features and functionality.

Please select the following topic to obtain additional dialog information and operational instructions.

• About

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#### **About**

Program version, registration and copyright information are displayed using the <a href="Help|About">Help|About</a> menu option. Graphical links to the company <a href="website">website</a> are also available in the dialog window.



To open the default Windows web browser and access the company home page:

• Click the 50 button.

To open the default Windows web browser and access the technical support page:

Click the button.

To open the program HTML Help file and access version history information:

• Click the • button.

To close the dialog window:

Press the OK button.

# Messages

 $\label{lem:continuous} Futures Calc @ includes information and error messages to alert users to certain aspects of program operation.$ 

Please select from the following topic to obtain additional information.

Database

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# Database



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# **Technical Support**

Technical support personnel are available to answer questions via email if additional software support or information is required.

Please select from the following list of topics to obtain additional information.

- Contact Information
- Version History
- Upgrade Policy

#### **Contact Information**

Information about company products can be obtained by accessing the <a href="Help|Support">Help|Support</a> menu item. The associated web link is used to access an online form on the company website for contacting support personnel concerning:

- Program operation and troubleshooting
- Sales and pricing information
- Suggestions for new ideas or features

Company support personnel will respond to all inquiries within one business day.

Important: To assist support personnel with program operation and troubleshooting support, please provide the following information:

- Software product and version number.
- Computer operating system with version number and service pack (if applicable).
- Amount of installed RAM memory.
- Complete text of any error message(s).
- A detailed description of the problem, including a list of steps to accurately reproduce the problem.

Note: Telephone and fax support for the FuturesCalc® program is not available at this time.

# **Version History**

Click on a link to display a list of improvements for each version.

Version 1.3.0 -- released 05/26/09

- x Improve calculator functionality.
- x Update exchange holiday menu and web links.
- x Remove eight contracts (United States Futures Exchange) from database.

#### Version 1.2.0 -- released 11/18/08

- + Add eight new contracts from United States Futures Exchange.
- + Add support for international currencies.
- + Add new menu item to program menu.
- x Modify cash display format on trade form.
- x Modify numeric display format on price limit form.

#### Version 1.1.0 -- released 11/10/08

- + Add United States Futures Exchange to holiday schedule internet links.
- x Modify delivery months to display futures codes or calendar months.

## Version 1.0.0 -- released 10/25/08

+ Initial public release.

#### LEGEND

- + Added feature
- x Improved/changed feature
- Bug fixed

# **Upgrade Policy**

I roncondor.us is dedicated to providing quality software at an affordable price to customers that trade the futures and futures options markets. Current upgrade policy includes the following:

• Free upgrades for the life of the product. All software products that are purchased from I roncondor.us currently include free upgrades for the life of the product. Note: Some software program upgrades may include one or more independent (optional) modules that will require a nominal charge.

# Legal

Several legal documents must be read, understood and accepted before using the FuturesCalc® software program. Copies of these documents are provided during installation and prior to first using the software.

Please select from the following list of topics to access the legal documents.

- Disclaimer
- License Agreement

#### Disclaimer

# FUTURESCALC® SOFTWARE DISCLAIMER

I RONCONDOR.US makes every effort to maintain and verify the accuracy of the data, operational parameters and functionality of this SOFTWARE PRODUCT. The SOFTWARE PRODUCT is designed and distributed as a support program to provide calculated trade results and contract information for the most commonly traded futures and futures options markets. I RONCONDOR.US makes no representation or warranty as to the performance, accuracy or adequacy of this program, and retains the exclusive right to terminate support of the program and/or data at any time. Use of the program is at the sole risk of the user.

# License Agreement

# FUTURESCALC® SOFTWARE END-USER LICENSE AGREEMENT

#### SECTIONS:

Click any of the following expandable paragraphs to view the contents of each section:

1. CRITICAL: Please read the entire EULA before proceeding.

Please read this EULA (End-User License Agreement) carefully before accessing FUTURESCALC SOFTWARE in any way. Accessing FUTURESCALC SOFTWARE creates a legal contract between You and the Company/IRONCONDOR.US.

- See Glossary (Section 14) for the definition of "accessing," which shall be interpreted in a very comprehensive and inclusive way.
- See also Section 6, in which You agree that You have specific duties and responsibilities as regards independent verification, maintenance, and updates.

If You now continue to access FUTURESCALC SOFTWARE, it means You:

- have read the entire EULA and fully understand its terms and conditions;
- have adequate legal capacity to enter into this agreement;
- unconditionally (without limitation or qualification) agree to and enter into, of your own free will, a legally binding agreement with IRONCONDOR.US, the terms and conditions of which are delineated herein and in the online EULA at www.ironcondor.us.

#### 2. Most Current EULA.

This EULA may not be the most current version: the most current version (inclusive of all relevant updates) is online at www.ironcondor.us. You must review the most current online EULA before proceeding to purchase and install the SOFTWARE and/or any Updates, Upgrades, Maintenance Releases, Enhancements, Revisions, Supplements, etc. For future reference, You are encouraged to print out the EULA to which you assent.

The terms and conditions of this EULA may be changed and/or modified at any time without prior notice. Change or modification may be either elective or necessary due to a number of factors, including, but not limited to, retroactive legislative action, new treaty provisions or amendments, and/or judicial interpretation of copyright, trade secret, trademark, patent, international treaty, service mark, proprietary, and/or intellectual property law.

Depending on the basis for the EULA modification, any modification may legally affect Your use of this SOFTWARE, regardless of the date of purchase. Therefore, You agree herein to be governed by the most current legal interpretation of the EULA contract(s) to which You have assented. You are advised to regularly check the online EULA at www.ironcondor.us in order to stay apprised of any potentially relevant changes.

See also Section 9 regarding a possible change in the governing EULA upon Updating, Upgrading, installing Maintenance Releases, Enhancements, Revisions, Supplements, etc.

#### 3. Ownership of SOFTWARE.

This SOFTWARE (see comprehensive definition in Glossary) remains under the continuous ownership of IRONCONDOR.US, even after purchase of the product by User/Purchaser. The User/Purchaser purchases a license to use the SOFTWARE, but does not own the product.

IRONCONDOR.US exclusively owns and retains, as described in federal, state, and foreign law and in international treaties, all copyright, trade secret, trademark, service mark, trade name, intellectual

property, publicity, patent, property, and any and all other proprietary rights, titles, and ownership in and to the SOFTWARE.

#### 4. Legal Protection of SOFTWARE.

FUTURESCALC SOFTWARE is protected by U.S. and foreign copyright laws, international copyright treaty provisions, and other intellectual property laws and treaties, as well as by trademark, service mark, trade secret, patent, and proprietary law. It may also be protected by other rights and laws.

If there are any perceived and/or real conflicts (1) between the legal rights and responsibilities enumerated herein, (2) between the EULA and applicable law(s), and/or (3) between the applicable laws, You agree that the most protective clauses and/or interpretation (in favor of IRONCONDOR.US's rights, listed in Section 3) will govern, unless and until such time as a court of competent jurisdiction decides otherwise.

The User/Purchaser agrees to contact IRONCONDOR.US by means of the online website contact form for clarification regarding any perceived conflict(s) within the applicable laws and/or within this contractual language and to wait until receiving clarification before proceeding with any action predicated upon the aforesaid allegedly conflicting laws or language. See "Company" in the Glossary for the online email contact address.

#### 5. Grant of License to Use SOFTWARE.

Purchase of the SOFTWARE/license is valid only if the transaction is with IRONCONDOR.US or an IRONCONDOR.US-approved vendor/authorized partner. Your legal use of any third-party services or content accessible through the SOFTWARE may be subject to your acceptance of separate EULAs/agreements with third parties.

Single-User Licensing: Said purchase confers upon the User/Purchaser a limited, non-exclusive, non-transferable license for a Single-User/Purchaser to install and use the program on only one computer (by one processor) at a time for personal and/or internal business purposes. The User/Purchaser does not own the SOFTWARE (see Section 3).

Multi-User Licensing: If the SOFTWARE is to be used on a network, there must be a separate, licensed copy of the SOFTWARE installed on each computer (1) that is a part of the network and/or (2) that can otherwise access the SOFTWARE. This is the only instance in which the Purchaser (e.g., a company) may differ from the User (e.g., an employee). Each User's license is subject to the same conditions and restrictions as a Single-User License.

Except for the purchase of the license to use the SOFTWARE or an associated Upgrade/Revision, nothing on the Company's website or within its SOFTWARE shall be construed as granting any other license, whether by implication, estoppel, or otherwise.

Note that the definition of SOFTWARE in the Glossary (Section 14) is inclusive of OUTPUT (Your work product and data) insofar as Your work product and/or data might be accessed by any person or entity other than You. Ergo, your OUTPUT may also be subject to the same conditions and restrictions that apply to the SOFTWARE you purchase.

The Company is not obligated to provide and the User is not entitled to receive (from IRONCONDOR.US and/or its authorized partners/approved vendors) any of the following: hard-copy documentation, product support, routine support, technical support, telephone assistance, routine database upgrades, and/or upgrades/revisions to the SOFTWARE. Should the Company, at any time, provide these services and/or products, these services and/or products may subsequently be discontinued without prior notice to the User.

# 6. User Responsibilities and Restrictions on Use.

Following purchase of the SOFTWARE from IRON-CONDOR.COM or a IRON-CONDOR.COM-approved vendor/authorized partner, one copy of the SOFTWARE may be installed on a single computer and one

back-up/archival copy of the SOFTWARE may be created. Should the program be purchased on a CD, the CD will constitute the backup copy.

FUTURESCALC SOFTWARE may not be installed on a network or under any conditions which would permit more than one computer to access the SOFTWARE, unless the User/Purchaser complies with the terms of Multi-User Licensing in Section Five.

The SOFTWARE is licensed as a single, intact product and its component parts may not be separated.

All rights not expressly granted to You are reserved by IRON-CONDOR.COM.

You agree that you will not use the SOFTWARE for any purposes other than those described on the www.iron-condor.com website and in the SOFTWARE help files and that You will not use the SOFTWARE in violation of the terms and conditions of the governing FUTURESCALC EULA (see also Sections 2 and 9).

You agree that you are solely responsible for:

- maintaining accurate date, time, and time zone settings on the computer on which Your copy of the SOFTWARE is installed;
- independently verifying trading times, especially before, during, and after holidays, when markets may close early or have unusual hours;
- verifying whether markets are open during minor holidays, such as Columbus Day;
- maintaining all available database and program updates.

You agree that in no instance will you use the SOFTWARE for any illegal purposes, including, but not limited to, any unauthorized transfer of information; violation(s) of copyright, patent, service mark, and/or trademark; activities related to weapons of mass destruction (e.g. nuclear materials, facilities, and/or weapons; missiles; chemical or biological weapons), etc.

You agree that you will not, directly or indirectly, suggest, authorize, aid, abet, encourage, or assist any third party to perform any of the prohibited or restricted actions described in this EULA or the most current EULA which applies to your SOFTWARE. You agree that you will not enable others to use your registration code(s).

U.S. Government End-Users are subject to the terms of this agreement, as this software is commercial computer software as described and regulated in various clauses within the Code of Federal Regulations (e.g., 48 CFR 101 et seq).

The United States government controls the export of products and information, therefore You agree to comply with all applicable local, state, and national (U.S.) laws and international treaties and export/import restrictions and embargoes, including, but not limited to, any restrictions regarding (1) destination, (2) end-use, and (3) User/Purchaser. Governmental restrictions may change, therefore, to stay abreast of current official controls regarding the SOFTWARE, You must refer to U.S. Export Administration Regulations, U.S. Foreign Assets Control Regulations, and/or any other regulations which affect destination, end-use, and/or user/purchaser.

By downloading/accessing the Software and/or Trialware, you are simultaneously taking a legal oath, warranting/affirming that you are not located in, a resident of, and/or a national of a country to which such export is prohibited and that you are not on any list of prohibited recipients/end-users - including, but not limited to, the U.S. Commerce Department's Table of Denial Orders, Denied Persons List, Entity List, List of Unverified Persons, and/or the U.S Treasury Department's list of Specially Designated Nationals and Blocked Persons (or whatever names these – or equivalent - lists may be known by in the future) - whether or not you are currently known by and/or use the (your) name on the list(s).

Except to install the Trialware and/or Your licensed copy of the SOFTWARE, You agree that you will not transmit or receive the SOFTWARE, or any portion thereof, electronically, via telephone, over a network, by any wireless technologies, and/or by any other form of technology now known or later developed.

Except for portions of the SOFTWARE used (and clearly identified) as examples, You agree that you will not make changes to, modify, or prepare derivative works of/from the SOFTWARE.

You agree that you will not reverse engineer, decompile, disassemble, otherwise reduce to human-perceivable form, transfer, translate, reproduce, copy, clone, emulate, disclose, modify, adapt, alter, and/or otherwise attempt to discover any or all elements of the FUTURESCALC SOFTWARE, including, but not limited to, its source code and/or object code and/or trade secrets and/or the underlying ideas and/or the algorithms of the SOFTWARE or any portion thereof in any way (except to

the degree that applicable laws specifically prohibit such restrictions).

You agree that you will not utilize, publicly display, remove, duplicate, and/or alter any trademark, service mark, logo, copyright, or other proprietary notice, legend, symbol, text, and/or label that is a part of and/or is associated with the SOFTWARE, inclusive of any third party product or website accessed via the SOFTWARE.

You agree that you will not block, disable, impair and/or otherwise affect any features and/or functionality and/or services that are associated with the SOFTWARE and/or the Iron-condor website, including but not limited to, links to other websites and the content therein.

Links to other websites are provided strictly as a convenience to you and are accessed at your own risk. Your legal use of any third-party services or content accessible through the SOFTWARE may be subject to your acceptance of separate EULAs/agreements with third parties. Title, ownership, and related rights to third-party content accessed through the SOFTWARE are vested in the third-party-content owner and are protected by applicable law. This EULA grants the User no rights or protections regarding access to, use of, and/or performance of such third-party content, and the Company makes no representations regarding same.

Contact IRON-CONDOR.COM if You are uncertain about how to ensure Your compliance with the EULA. See "Company" in Glossary for contact information.

#### 7. No Transfer of Rights.

You agree that You will not rent, sell, resell, lease, sublease, license, sublicense, otherwise transfer for value, share, lend, loan, distribute, redistribute, assign, pledge, provide commercial hosting services, encumber, transfer and/or otherwise reassign rights to the SOFTWARE (or any portion thereof) and/or any other rights, duties, or obligations, in whole or in part, as per this EULA, to any third party.

#### 8. Trialware (Evaluation Version).

You agree that You will download and use the Trialware only according to the conditions and restrictions/limitations posted on the www.iron-condor.com website, after which You must either (a) purchase a license to use the fully enabled version of the SOFTWARE or (b) stop accessing the Trialware/SOFTWARE.

Trialware is designed to contain certain restrictions and limitations regarding use of the SOFTWARE. These restrictions/limitations may include limits on (1) the length of time you may access the SOFTWARE and/or (2) Your ability to install, activate, and/or use any or all portions of the SOFTWARE. You agree that you will not attempt to bypass, disable, and/or otherwise alter in any way any of these restrictions/limitations. To remove these restrictions/limitations and fully enable the SOFTWARE, You must purchase a license to use the SOFTWARE from IRON-CONDOR.COM or a IRON-CONDOR.COM-approved vendor/authorized partner and follow the associated instructions.

Continued access to data you entered during the trial period is not guaranteed. You agree that IRON-CONDOR.COM will not be liable for any damage you may suffer in connection with the termination of the Trialware period and any subsequent inability to access/use the SOFTWARE, third-party data/information, and/or your input.

You may not distribute the Trialware in any software bundle, package, offering or compilation, either alone and/or in combination with other software, without having first obtained the explicit written consent of IRON-CONDOR.COM. However, electronic distribution of the Trialware via download from the www.iron-condor.com website or from the websites of other IRON-CONDOR.COM-approved vendors/authorized partners does not require written authorization.

#### 9. Upgrades/Revisions.

In order to be licensed to access any Upgrades/Revisions to FUTURESCALC SOFTWARE, You must first be licensed to access the original SOFTWARE. See Glossary for the definition of "original."

The licensed Upgrade/Revision must replace the previously installed and licensed SOFTWARE or associated portions thereof. See Section 6 regarding your responsibility to maintain updates of the SOFTWARE and of features (such as databases) associated with the use of the SOFTWARE.

When You install an Upgrade/Revision of/to the SOFTWARE components that were originally acquired, the EULA in effect at the time of the new access/installation applies to both the (a) components of the original SOFTWARE program (i.e., replaces the prior EULA) and to the (b) present Upgrade, Update, Enhancement, Revision, Maintenance Release, Supplement, etc.

#### 10. Termination of License.

Your Grant of License to Use the SOFTWARE terminates automatically and without notice if You fail to comply with any terms and conditions within the most current EULA which legally applies to Your copy of the SOFTWARE. All provisions of the most recent EULA to which you assented - except the "Grant of License to Use the SOFTWARE" - survive termination, therefore You agree to be bound in perpetuity by the most recent EULA to which you assented, including subsequent to any termination of license to access/use the SOFTWARE.

Termination may take the form of blocking the User's further use of the SOFTWARE.

IRON-CONDOR.COM also reserves the right to terminate Your license if you threaten to breach the contract. You agree that a real or threatened breach of the contract will cause IRON-CONDOR.COM irreparable damage and that monetary damages would be inadequate to address the impact. Therefore, You agree that IRON-CONDOR.COM may obtain timely injunctive relief in order to protect its rights under this EULA, in addition to any and all other remedies available at law or in equity.

Upon notice of termination, You agree to immediately uninstall and destroy any and all copies of the SOFTWARE, including any and all portions thereof and any and all backup and/or archival copies. You also agree to take such additional actions as may be necessary to correct Your violation or breach of contract and any direct or indirect consequences thereof and to protect the rights of IRON-CONDOR.COM, including, but not limited to, indemnification of IRON-CONDOR.COM, its officers, directors, managers, agents, employees, authorized partners/approved vendors, distributors, dealers, suppliers, subsidiaries, affiliates, licensors, and third-party content or service providers.

#### 11. Disclaimer of Warranties.

The Company, to the fullest extent of the law, disclaims all warranties, oral and/or written, including that the SOFTWARE, materials, content, and/or services,

- · are free of errors and/or omissions and/or viruses/bugs,
- · will operate without interruption, and/or
- · will meet any or all of your requirements in any way.

This SOFTWARE is licensed "as is" - no warranty of any kind, express or implied or statutory, is proffered by IRON-CONDOR.COM, including any warranty as to

- merchantability,
- results,
- non-infringement of proprietary or third party rights,
- fitness for a particular purpose,
- security,
- · quality,
- · access to the internet or other service or content,
- · reliability,
- timeliness.
- · completeness, and/or
- accuracy,

including as regards third-party information or content accessed via the SOFTWARE.

The SOFTWARE and/or website may contain inaccuracies or typographical errors.

You agree to accept all risk as to the quality and performance of the SOFTWARE and You acknowledge

that performance may be affected by a wide range of factors, including, but not limited to, technical failure and/or acts or omissions of third parties. In the event the SOFTWARE proves defective, You agree that you will assume the entire cost of the repairs.

IRON-CONDOR.COM will decide, at its own discretion, whether or not to provide support for the SOFTWARE and/or whether to attempt to correct errors in the SOFTWARE.

Your rights may vary from jurisdiction to jurisdiction, as some jurisdictions do not allow exclusions of implied warranties nor limitations on how long an implied warranty lasts, etc.

#### 12. Limitation of Liability and Damages.

You agree that you are solely responsible for adequate protection and backup of the data and equipment used in conjunction with FUTURESCALC SOFTWARE

To the maximum extent permitted by applicable law, IRON-CONDOR.COM shall not be liable to You - and/or Your associate, assignee, proxy, representative, heir, successor, and/or agent, inclusive of any and all other associative relationships, and/or any other third party (see also Section 7, whose restrictions continue in effect herein) - for any damages whatsoever, including, but not limited to:

- · special, general, direct, indirect, exemplary, consequential, or incidental damages,
- damages resulting from inability to download, install, and/or use the SOFTWARE,
- damages resulting from use of/reliance on the SOFTWARE,
- damages resulting from use of any written and/or electronic documentation,
- damages resulting from use of/reliance on information presented on the Iron-condor website www.iron-condor.com – or on the websites of IRON-CONDOR.COM-approved vendors/authorized partners or on third party websites accessed via the SOFTWARE,
- loss of profits or revenues or investment(s) or the like,
- business interruption,
- loss of business,
- loss of goodwill,
- loss or malfunction of other programs or data (including rendering data inaccurate or unavailable) on Your information systems,
- malfunction of or a failure of the SOFTWARE to operate with any other program(s),
- costs of replacement goods,
- · personal injury,
- · or otherwise,

regardless of the legal or equitable theory upon which the claim is based (including, but not limited to, contract, warranty, tort (including negligence), product liability, or other legal theory) and even if IRON-CONDOR.COM is expressly advised of the possibility of such loss or damage and even if a remedy set forth herein is found to have failed its essential purpose. The limitations described above/herein are illustrative and not exhaustive.

Some jurisdictions do not allow the exclusion/limitation of incidental and/or consequential damages, so this exclusion/limitation may not apply to you. To the extent applicable law prohibits such limitation, the limitation of liability shall not apply to negligence which results in death or personal injury.

You expressly agree that the Company is not liable or responsible for any illegal or offensive conduct of third parties, including any IRON-CONDOR.COM-approved vendors/authorized partners.

In no event shall the entire collective/cumulative liability of IRON-CONDOR.COM exceed the purchase price paid by You for the license to use the SOFTWARE. The remedies available to You are the refund of the purchase price paid by You for the license to use the SOFTWARE or the replacement of the defective SOFTWARE with a new copy and IRON-CONDOR.COM shall have the discretion to select the remedy.

# 13. Governing Law, Most Protective Interpretation, Section Headings, and Severability.

This EULA is governed by and construed and interpreted in accordance with the laws of the State of Nevada, the United States, and applicable international treaty provisions. You agree that the venue for any and all legal action pursuant to this Agreement will be either the state courts of Nevada, District of

Reno, or the Ninth Circuit Federal Court, District of Reno, according to the statutory basis for legal action.

This EULA constitutes the entire and only Agreement, including as subsequently amended or modified pursuant to the provisions of Section 2 and/or Section 9, between You and IRON-CONDOR.COM regarding FUTURESCALC SOFTWARE. This EULA, pursuant to the provisions of Section 2 and/or 9, supercedes (1) any prior Agreement, whether written or oral, and (2) all other communication in all forms between You and the Company, regarding FUTURESCALC SOFTWARE. You agree that this Agreement may not be waived or altered without the express written agreement of IRON-CONDOR.COM, which shall only be valid when based on full disclosure by You, the User/Purchaser, as to (1) the reasons for requesting the waiver or alteration and (2) all subsequent intended actions directly or indirectly based upon the waiver/alteration.

No term, condition, clause, or provision shall be waived or altered unless consent to said action is express (not implied), in writing, and signed by an authorized representative of the Company and by the User/Purchaser. No waiver or alteration of any clause, provision, condition, and/or term of this Agreement shall be deemed a further or continuing waiver/alteration of the same or any other clause, provision, condition, and/or term.

You agree that, in interpreting the provisions of this EULA and the laws applying thereto, the interpretation which is most protective of IRON-CONDOR.COM's rights shall govern. Any law or regulation which provides that the language of this contract/EULA might be construed against the drafter shall not apply to this contract/EULA.

The section headings are for reference and convenience only and shall not enter into the interpretation thereof.

If a court of competent jurisdiction finds any provision of this EULA (or any portion thereof) invalid or unenforceable, the remainder of this EULA shall remain in full legal force and effect.

#### 14. Glossary of Terms.

## • ACCESS/ACCESSING

A comprehensive term which is inclusive of all the ways one may utilize/interface/interact with the contents of the SOFTWARE, including, but not limited to, installing, copying, using, downloading, receiving, clicking the "I Agree" or acceptance button at the end of this EULA (or otherwise indicating assent with the provisions of this EULA), purchasing the SOFTWARE, and/or otherwise gaining access to the product/SOFTWARE. Access is not legal unless accompanied by the purchase of a single or multiple user license by the User/Purchaser (from IRON-CONDOR.COM or a IRON-CONDOR.COM-approved vendor/authorized partner) and conducted according to the terms and conditions of the EULA.

#### • COMPANY/PRODUCER/MANUFACTURER/DISTRIBUTOR

All terms refer to the legal entity IRON-CONDOR.COM, which is

- ° a business formed and registered in the state of Nevada,
- $^{\circ}\,$  the sole owner of the FUTURESCALC SOFTWARE, and
- ° the only entity legally empowered to license access to/use of the FUTURESCALC SOFTWARE. All correspondence and contact with the company shall be accomplished using online support at <a href="http://www.iron-condor.com/contact.htm">http://www.iron-condor.com/contact.htm</a>.

#### • END-USER LICENSE AGREEMENT, EULA, AGREEMENT

Equivalent terms referring to the contract between You - the User/Purchaser of FUTURESCALC SOFTWARE - and the Company/IRON-CONDOR.COM. This contract delineates the terms and conditions (1) under which IRON-CONDOR.COM will grant Single- and/or Multi-User License(s) to the User/Purchaser and (2) by which the User/Purchaser's use of/access to the SOFTWARE shall be governed. A license to use FUTURESCALC SOFTWARE is only legal when the SOFTWARE/license has been purchased from IRON-CONDOR.COM or IRON-CONDOR.COM-approved vendor/authorized partners.

#### • ORIGINAL/ORIGINALLY

The terms "original" and/or "originally" refer to (i) an earlier version of the SOFTWARE and/or a version with fewer functions/capabilities, and to (ii) ALL prior/cumulative installations at the time of a new access/installation, as well as (iii) the EULA that was current at the time of the SOFTWARE

described in (i) and (ii).

#### OUTPUT

Any and all work product of User/Purchaser, inclusive of data generated by access to/use of the SOFTWARE.

Use of OUTPUT is conditioned by the terms of the EULA insofar as compliance with all applicable laws is maintained. Use of OUTPUT is also conditioned by the terms of the EULA insofar as any person or entity other than the User/Purchaser might have or achieve access to the OUTPUT. See SOFTWARE.

#### SOFTWARE

A comprehensive term which includes (1) IRON-CONDOR.COM's computer software, software modules, trialware, "online" or electronic documentation, printed documentation, associated media and materials, database(s), database information, example files, and license files and (2) the work product and/or data generated by User/Purchaser's access to the SOFTWARE (referred to as OUTPUT).

SOFTWARE also includes any Updates, Upgrades, Revisions, Maintenance Releases, Enhancements, and/or Supplements to the original SOFTWARE provided to You by IRON-CONDOR.COM or a IRON-CONDOR.COM-approved vendor/authorized partner. (Acquisition of SOFTWARE is only legal if purchased from IRON-CONDOR.COM or a IRON-CONDOR.COM-approved vendor/authorized partner.)

#### • UPGRADE/REVISION

An inclusive term referring to Updates, Upgrades, Revisions, Maintenance Releases, Enhancements, and/or Supplements to the original SOFTWARE licensed by a User/Purchaser.

#### • USER/PURCHASER

See YOU/YOUR/YOURS below.

#### • YOU/YOUR/YOURS

Terms referring to the User/Purchaser of the FUTURESCALC SOFTWARE; the person/legal entity granted a license, via the single- or multi-user licensing process, to access a particular copy of the FUTURESCALC SOFTWARE on a single computer as per the terms and conditions of this EULA.

#### 15. Agreement on Terms and Conditions of Use

This completes the terms and conditions of the FuturesCalc Software EULA.

- If you fully and unconditionally agree to be bound by these terms and conditions of this EULA, so that you may be licensed to use/access FUTURESCALC SOFTWARE, please check the "I have read, understand and agree to the terms of the FuturesCalc License Agreement" checkbox, and select the "I Agree" button.
- If you do not agree to be bound by these terms and conditions, you are not authorized to
  access FUTURESCALC SOFTWARE in any way. Please click on the "Cancel" or other
  non-acceptance button, halt the installation process and, if applicable, contact your
  vendor (either IRON-CONDOR.COM or your IRON-CONDOR.COM-approved
  vendor/authorized partner) in writing for a refund of your purchase costs.
  - ° See Glossary under "Company" for IRON-CONDOR.COM contact information.

# Purchase Information

FuturesCalc® software is available in evaluation (full functionality) and retail versions. The software is currently available only in electronic download format on the internet. The relatively small size of the program (approximately 5MB) facilitates electronic distribution of the software and reduces program costs.

The shareware version of FuturesCalc® is distributed as a fully-functional evaluation version that can be used for a limited period of time before the software must be purchased. The software can be purchased on the company website or via authorized third-party software vendors. Once the software has been purchased, the user must register the software online to continue using the program beyond the evaluation period. A program unlock code will be emailed to the user within one business day of receipt of the required registration information.

The program is designed to allow registered users the ability to check for updates and automatically download and install newer versions as they become available. The current company <u>upgrade policy</u> is to distribute all version and database updates for free, and separate (optional) program modules for a nominal charge.

Program <u>help</u> can be accessed within the program or as an electronic document (<u>fc.pdf</u>) that can be downloaded separately from the company website.