

STOCKOPTER[®] PRO LICENSE AGREEMENT

NET WORTH STRATEGIES, INC.

Thank you for selecting this StockOpter[®] Product from Net Worth Strategies, Inc. (“Net Worth Strategies”). Please read the Disclaimer, License Invoice Information and License Agreement Definitions, then review the License Terms that form the basis of Your StockOpter[®] License. This License Agreement applies to the StockOpter[®] Pro product (“StockOpter[®] Product”) of Net Worth Strategies, Inc. You will commence the term of this License Agreement, establish its Effective Date and indicate Your willingness to accept this License Agreement and be bound by the terms listed below by any of the following acts: (1) continuing the Installation Program by clicking the “I agree to the terms of this license agreement” and the NEXT button, or other means of completing the Installation Program, or (2) indicating Your acceptance of this License Agreement in a form of written acknowledgement with an appropriate original, facsimile or digital signature executing this License Agreement.

Evaluation (Demonstration) Versions: This paragraph applies only to an evaluation version of the StockOpter[®] Product (“Evaluation Version”). If You choose to install an authorized Evaluation Version, then Net Worth Strategies grants You the limited right (“Evaluation License”) to use the Evaluation Version to the extent its features are enabled through the Installation Program. You understand and agree that Net Worth Strategies provides the Evaluation Version for Your review “AS IS” with no warranties whatsoever and Net Worth Strategies shall not be liable to You for, and You agree to waive all liability against Net Worth Strategies arising from, any consequences resulting from Your installation and use of the Evaluation Version. Accordingly, by installing the Evaluation Version, You agree to be bound by all terms and conditions of this License Agreement; provided that the following terms and conditions shall not apply to the Evaluation Version: Section 5 (fees), Section 6A (term), Section 7 (support), and Section 8A (warranty).

PLEASE NOTE: THIS LICENSE AGREEMENT IS A CONDITIONAL OFFER TO USE THE NET WORTH STRATEGIES STOCKOPTER[®] PRO PRODUCT. IF YOU DO NOT AGREE WITH EACH AND EVERY TERM OF THIS LICENSE AGREEMENT, NET WORTH STRATEGIES IS UNWILLING TO LICENSE THIS STOCKOPTER[®] PRODUCT TO YOU AND YOU MAY NOT USE THE STOCKOPTER[®] PRODUCT FOR ANY REASON. IN THAT CASE, (1) IF THE INSTALLATION PROGRAM (STOCKOPTER[®] EXECUTABLE FILE) IS IN PROGRESS, YOU MUST IMMEDIATELY TERMINATE THE INSTALLATION PROGRAM, (2) YOU MUST CEASE YOUR USE OF ALL VERSIONS OF THE STOCKOPTER[®] PRODUCT IN YOUR POSSESSION, AND (3) YOU MUST DESTROY ALL DIGITAL FILES AND PHYSICAL MEDIA RECEIVED FROM NET WORTH STRATEGIES. TO OBTAIN A REFUND, YOU MUST FOLLOW THE INSTRUCTIONS LOCATED AT THE END OF THIS LICENSE AGREEMENT**

Disclaimer: StockOpter[®] Pro contains certain formulas and assumptions about tax and financial calculations that Net Worth Strategies believes are appropriate tools for analyzing tax liability and financial returns. These formulas and assumptions may not suit Your planning goals, and You should confirm the results in any and all Workbooks through independent calculations before relying on them. Nothing in this Product is intended as advice regarding the purchase or sale of securities or other financial instruments whose returns may be analyzed in a Workbook.

License Invoice Information: The License Invoice sent to confirm your purchase, and incorporated herein by this reference, sets forth the License Fee. The License Invoice does not apply to the Evaluation Version.

License Agreement Definitions: This License Agreement uses the following defined terms:

“Annual Release” means the annual tax update of StockOpter Pro

“Client Workbooks” are Workbooks created from the Workbook Template.

“Documentation” means the electronic help files or written materials that may be distributed in connection with the Product.

“Effective Date” means the first day of the License Agreement term and the date on which You agree to be bound by the License Agreement. Unless otherwise indicated in writing, the Effective Date is the date You first install any version of StockOpter® Pro on a computer

“Expiration Date” means the date shown in the “About StockOpter Pro” section under the Help menu stipulating when StockOpter Pro workbooks will cease to function. This date is also specified in the License Invoice.

“Installation Program” means the routine used to install the Program on Your authorized computer.

“License Invoice” means the accompanying invoice that is part of this License Agreement and sets forth all Licensee Fees and dates of commencement and termination of the Licensee support provided hereunder. In some events this License Invoice may be in the form of an acceptance or confirmation of sale, but it shall in all events it is part of and incorporated into this License Agreement.

“Licensee” or “You” (and variations such as “Your”) means the individual or business entity licensed under this License Agreement that is identified in the License Invoice.

“Licensor” is Net Worth Strategies, Inc.

“Product” refers to the complete set of components provided to the Licensee, including the Installation Program, Help Files, a Workbook Template used to prepare Client Workbooks and any Documentation and the StockOpter® Pro Program,

“Program” means the software code portion of the Product or a component of the Product.

“Subscription Period” means the period of time beginning with the Effective Date and ending with the Expiration Date.

“Workbook Template” is the read-only template Workbook used to create Client Workbooks. It may not be copied or distributed in any form other than as necessary to create a Client Workbook.

“Workbooks” means the Workbook Template and Client Workbooks.

Some other terms not found here may be defined elsewhere in this License Agreement.

License Terms:

- 1. License.** Net Worth Strategies hereby grants Licensee a personal nonexclusive license (“License”) during the Subscription Period to use the Program, the Workbooks, and any Documentation, subject to the terms and conditions of this License Agreement. Net Worth Strategies may later agree to License to You additional software that is part of the Net Worth Strategies Financial Planning Suite. Unless superseded by different License terms from Net Worth Strategies, the terms of this License apply to any such additional software, including all updates, upgrades and new versions of this Program.
- 2. Permitted Uses.**
 - A.** Install the Program on a single computer that is owned or in the possession of Licensee.
 - B.** Operate the program solely by licensee
 - C.** Make archive or back up copies of the Installation Program. However, the copies must be labeled as backup or archive copies for use only if the regular copy becomes unusable.

- 3. Uses Not Permitted.** In all cases, You may not:
- A.** Install the Program on more than one computer unless Addendum A of this agreement has been agreed to, and signed by, both the licensee and licensor.
 - B.** Operate the program by anyone other than licensee.
 - C.** Install the Program on, or operate the program from, a network server.
 - D.** Supply the Installation Program to any other party except for the explicit purpose of installing the program on Licensee's computer.
 - E.** Make copies of the Installation Program (except as provided for archival purposes).
 - F.** Lend, rent, sell or grant sublicenses, leases or other rights in the Program, Installation Program, or Documentation.
 - G.** Reverse engineer, disassemble or decompile the Program, any password, or make any attempt to discover the source code to the Program.
 - H.** Modify the code embedded in the Workbooks, or modify in any other way the Program, Documentation without the written permission of Licensor.
 - I.** Remove the name of Licensor as displayed on any Program screen.
 - J.** Use the Program, Documentation, or Workbooks in any manner except as provided for above or by the written permission of Licensor.
- 4. Ownership and Transfer.** The Program and Documentation contain proprietary information protected by law. Neither this License Agreement nor anything in this transaction transfers any ownership or intellectual property rights from Net Worth Strategies to Licensee beyond the license rights expressly set forth herein. This License Agreement is personal to the Licensee Agreement and may not be transferred to another party without the consent of Net Worth Strategies in the event that Licensee transfers its entire business to the other party. In such event, the new owner must notify Net Worth Strategies promptly by sending an e-mail message to the then current support address of Net Worth Strategies to receive any additional information or notices regarding the Product. Failure to notify Net Worth Strategies of a change in ownership within thirty (30) days of its effective date will invalidate all warranty and support obligations of Net Worth Strategies hereunder.
- 5. Fees.** The "Subscription Fee" for the Program is stated in the License Invoice and includes Support Services set forth in Section 7 below during the Subscription Period. Licensee may renew the Subscription upon payment of the "Annual Renewal Fee" then offered by Net Worth Strategies. Payment of the "Annual Renewal Fee" entitles Licensee to the Annual Release and the Support Services during the Subscription Period.
- 6. Termination.**
- A. Term.** This License Agreement is effective commencing on the Effective Date and extending until the Expiration Date; however, the Subscription Fee or Annual Renewal Fee must be paid to use the program, receive the Annual Release, upgrades and support listed in Section 7 below during any Subscription Period. If Licensee fails to renew the Subscription, the program will cease to function after the Expiration Date.
 - B. Termination.** Licensee may terminate the License at any time by destroying all copies of the

Program and Documentation. Net Worth Strategies may terminate the License, upon thirty (30) days' written notice to Licensee, if Licensee fails to comply with any term or condition of this License Agreement and to cure such breach. In the event of such termination, Licensee will destroy all copies of the Program and Documentation. Termination will not affect or limit the ability of Net Worth Strategies to otherwise enforce its legal rights. The following terms survive termination of this License Agreement: 4, 8B-I, 9, and 10.

- 7. Support.** During the initial and subsequent Subscription Periods, Licensee shall be entitled to obtain:
- A.** All upgrades and updates to the Program. Licensee is not entitled to new products or new version releases under this Section, and such new products or versions shall only be available to Licensee at the then regular Subscription Fees.
 - B.** Telephone support during Licensor's business hours for users of StockOpter® Pro.
 - C.** Internet based support consisting of answering questions submitted by Licensee to the Net Worth Strategies' Web site or email address (nwsupport@networthstrategies.com).
 - D.** Access to product information, support materials and help on the Net Worth Strategies' Web site, currently at www.stockopter.com.
 - E.** All other consultation, programming and support will be charged at Net Worth Strategies' then current consulting rate.

8. Warranties and Disclaimers.

- A. Express Warranty.** Net Worth Strategies warrants to Licensee to replace or retransmit the downloaded electronic files or tangible media, if any, containing the Program and Documentation if such files or media contain a defect resulting from transmission or delivery from Net Worth Strategies to Licensee, or any such media are defective, when used under normal conditions within the scope of this License for sixty (60) days after delivery to Licensee. This warranty does not extend to the manner or means in which the Program code was constructed or operates, which is covered in the disclaimer below, but only extends to file corruption or media defects that interfere with or prevent the Product from operating in the way it would operate if such corruption or defect had not been introduced into the file or media.
- B. Disclaimers of Warranty.** OTHER THAN THE EXPRESS WARRANTY (Section 8.A), NET WORTH STRATEGIES DISCLAIMS ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR THE PARTICULAR PURPOSE, TITLE OR NONINFRINGEMENT, AND THERE ARE NO WARRANTIES CREATED BY A COURSE OF DEALING, COURSE OF PERFORMANCE OR TRADE USAGE. The Program and Documentation are sold "AS IS." Net Worth Strategies does NOT warrant that the functions contained in the Product will meet Licensee's requirements or that the operation of the Product will be uninterrupted or error-free. The Express Warranty does NOT cover the following:
 - i. Any media, electronic Program file, or Documentation that has been subjected to damage or abuse.
 - ii. Any Product code that has been altered or changed in any way by anyone other than Net Worth Strategies or its authorized representative.
 - iii. Problems caused by computer hardware, computer operating systems or the use of the Product in conjunction with other software programs.

- iv. Failure of Licensee to follow the instructions for operation as contained in any Documentation or as instructed by Net Worth Strategies.

The software product is not intended to be a “consumer good” or “consumer product” under state or federal warranty laws. The warranty provided herein gives Licensee specific legal rights, and Licensee may have other rights that vary from state to state.

- C. **Exclusive Remedy.** In the event the media or Documentation does not conform to the Express Warranty (Section 8.A), Net Worth Strategies will replace any media or Documentation that breaches that warranty if Licensee delivers the defective media or portion of Documentation to Net Worth Strategies within sixty (60) days after the Product was delivered to Licensee. If this remedy fails to satisfy the obligation of Net Worth Strategies for breach of any warranty, express or implied, then Net Worth Strategies will refund to Licensee the License Fee paid, provided that Licensee has destroyed the Program and Documentation and issues a certificate, under penalty of perjury, that Licensee has destroyed all other full or partial copies of the Program, Documentation and Security Key in Licensee’s possession.
- D. **Exclusion of Consequential and Other Damages.** NET WORTH STRATEGIES WILL NOT BE LIABLE TO LICENSEE OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL OR INCIDENTAL DAMAGES, WHETHER BASED ON CONTRACT, WARRANTY, BREACH OF STATUTORY DUTY, STRICT LIABILITY OR OTHER TORT, CONTRIBUTION OR OTHERWISE, EVEN IF NET WORTH STRATEGIES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS SECTION APPLIES REGARDLESS OF ANY FAILURE OF EXCLUSIVE REMEDY (Section 8.C).
- E. **Licensee’s Indemnification.** LICENSEE WILL INDEMNIFY AND HOLD HARMLESS NET WORTH STRATEGIES FROM ALL CLAIMS AND DAMAGES OF ANY TYPE ARISING FROM ANY THIRD PARTY AS A RESULT OF LICENSEE’S USE OR INABILITY TO USE THE PROGRAM.
- F. **Limitation of Liability.** IN NO EVENT WILL NET WORTH STRATEGIES BE LIABLE TO LICENSEE OR ANY THIRD PARTY. REGARDLESS OF THE FORM OF CLAIM OR ACTION, IN AN AMOUNT THAT EXCEEDS THE LICENSE FEE PAID BY LICENSEE REDUCED BY A PRO RATA REDUCTION FOR EACH FULL OR PARTIAL MONTH OF THE FIRST TWELVE (12) MONTHS OF THE LICENSE THAT THE SOFTWARE IS ACTUALLY USED BY LICENSEE.
- G. **No Authority to Modify.** The agents, employees, distributors and dealers of Net Worth Strategies are not authorized to make modifications to this warranty or to make additional warranties binding on Net Worth Strategies. Accordingly, additional statements such as advertising or presentations, whether oral or written, do not constitute warranties by Net Worth Strategies and should not be relied upon by Licensee.
- H. **Enforcement.** In the event of any legal action brought by Net Worth Strategies to protect its rights hereunder, Net Worth Strategies shall be entitled to reimbursement of its costs, including reasonable attorneys’ fees.
- I. **General Warning and Disclaimer.** You acknowledge that as with all complex planning activities, there are limitations that should be seriously considered, some of which are listed below. In all events, Net Worth Strategies disclaims responsibility, without limitation, for any and all consequences of the following items:
 - i. The projections made by the Program are based upon assumptions that the user enters into the Program. In all likelihood there will be differences between the projected and actual results, as events and circumstances frequently do not occur as projected and those

events and circumstances may be material.

- ii. There may be material factors that are part of the models or for which simplified estimates are given. By way of example and not by limitation, the estimated income tax results do not automatically take into consideration such factors as passive activity losses, recapture of depreciation, net operating loss carry-forward, selected alternative minimum tax preference items and the like. As such, the tax computations made by the Net Worth Strategies' Program may be substantially incorrect in many circumstances.
- iii. Net Worth Strategies has made commercially reasonable efforts to use income tax calculations based upon current tax rates and tax provisions; however, the Internal Revenue Code and interpretations of the Internal Revenue Code frequently change and Net Worth Strategies cannot guarantee that the Product will be up to date.
- iv. In all likelihood, there are defects and limitations in the Net Worth Strategies' Program that will produce erroneous projections and output.
- v. The accuracy of the projections and output produced by the Net Worth Strategies' Program depends on the validity and accuracy of all inputs and user assumptions.

- 9. Arbitration.** Any dispute arising out of or relating to this License Agreement or to the Program that is not settled by the parties themselves shall be submitted to binding arbitration in Bend, Oregon under the Commercial Arbitration Rules of the American Arbitration Association. The arbitration and any related proceedings shall be controlled by the U.S. Arbitration Act and to the extent not covered by that act, by the Oregon Arbitration Act.

10. General

- A.** This is the entire agreement of the parties and supersedes any prior understandings, terms covering evaluation versions or other agreements or orders. This License Agreement cannot be modified or amended except by written instrument signed by both parties.
- B.** This License Agreement shall be governed and construed in accordance with the laws of Oregon or by federal statute, where applicable.
- C.** If any provision of this License Agreement shall be found to be unenforceable, it shall be deemed severable from, and shall in no way affect the enforceability of, the remaining provisions of this License Agreement.
- D.** The exclusive venue for any court proceedings arising out of or related to this License Agreement or the Program is the state and federal courts of Deschutes County, Oregon.
- E.** All prices and fees are exclusive of applicable taxes on the sale or use of the Product. In the event Net Worth Strategies charged such taxes on the License in this License Agreement, Net Worth Strategies may add an equal amount to the total fee owed by Licensee hereunder. Net Worth Strategies reserves the right in its sole discretion to accept reseller tax exemption certificates from purchasers.

11. Confidentiality

- A.** It is the intent of the parties that Licensor shall not have access to any Customer Information entered into the Net Worth Strategies Program by Licensee unless necessary for maintenance, troubleshooting, administration of the Program, and for statistical analysis provided that no information included in the analysis could identify the Licensee, the Licensees customers, or employees of the Licensees

- customers. To the extent that any Confidential Information is communicated from one party to the other or that any Customer Information is communicated from Licensee to Licensor the provisions that follow shall apply.
- B.** During the course of The Agreement, either Party, its employees, subcontractors, officers and agents may receive or have access to Confidential Information of the other Party. In the event the Receiving Party obtains Confidential Information from the Disclosing Party, the Receiving Party agrees to keep such Confidential Information in the strictest confidence and safeguard such information using the same degree of care as it uses to safeguard its own Confidential Information, which in no case shall be less than a reasonable degree of care. The Receiving Party shall not use the Disclosing Party's Confidential Information for any purpose other than the exclusive purpose of fulfilling its obligations under The Agreement. The Receiving Party agrees to limit access to Confidential Information to those employees, officers, subcontractors and agents with a need to know such Confidential Information for the performance of obligations under The Agreement. The Receiving Party agrees and acknowledges that any and all Disclosing Party's Confidential Information, and the results derived in any way from such Disclosing Party's Confidential Information, will at all times remain the sole and exclusive property of the Disclosing Party, and that the Receiving Party will have no rights therein.
- C.** As to Customer Information, Licensor acknowledges that Licensee has a responsibility to its customers and the customers of the Licensee Affiliates to keep Customer Information strictly confidential and proprietary. In the event Licensor is required to handle or review any Customer Information, Licensor shall provide Customer Information to Licensor's Personnel only after informing such Personnel of the confidential nature of the information and of their obligation to maintain the confidential nature of the Confidential Information. Licensor covenants that it has and will maintain agreements with Licensor Personnel sufficient to permit Licensor to protect Licensee's Customer Information as set forth in this Section 11.

****INSTRUCTIONS FOR A REFUND OR CREDIT:**

Net Worth Strategies' refund policy is within 30 days of purchase date. The following would need to be completed: Immediately destroy all software, digital files, any media (such as a CD-ROM) and documentation that You have received from Net Worth Strategies in connection with the StockOpter® Product. If You wish to receive a refund for cash paid or credit to Your credit card account, You must send Net Worth Strategies an e-mail message to the support address listed in this License Agreement or noted on the Net Worth Strategies Web site at www.networthstrategies.com confirming that You have destroyed all Product materials received from Net Worth Strategies. Upon receiving Your e-mail message, Net Worth Strategies will refund Your cash payment or credit Your credit card account for any deposit or fee received in payment for the StockOpter® Product.

**NET WORTH STRATEGIES
STOCKOPTER® PRO LICENSE AGREEMENT**

Addendum A

This Addendum, if signed and exchanged by both parties as described below, constitutes an amendment to the license agreement as described in Section 10-A. Except as specified below, all terms and conditions of the License Agreement will remain in force unmodified.

Section 2 - A. (Permitted Uses) is replaced in its entirety with the following text:

"Install the Program on at most two computers, each of which is owned by, and under the exclusive control of, the licensee"

Section 3 - A. (Uses Not Permitted) is replaced in its entirety with the following text:

"Install the Program concurrently on more than two computers"

The addendum will come into force only if each of the following three conditions is met:

- 1) The licensee completely fills out their name, title, company and signature areas below.
- 2) The licensee mails, faxes or otherwise transfers the signed version of this Addendum to Net Worth Strategies
- 3) Net Worth Strategies indicates their acceptance by signing the version returned by the licensee and returning a copy to the licensee.

Licensee	Net Worth Strategies, Inc.
Name: _____ <i>(printed)</i>	Name: _____ <i>(printed)</i>
Title: _____	Title: _____
Company: _____	
Signature: _____	Signature: _____
Date: _____	Date: _____
Fax (optional): _____	

Please sign and return or fax to:

Net Worth Strategies, Inc.
PO Box 8364
Bend, OR 97708-8364

Phone: 541-383-3899
Fax: 541-388-0308