

License Terms & Conditions

Copyright © 2001–2026 Windale Technologies Pty Ltd. All Rights Reserved.

IMPORTANT — READ CAREFULLY

This License Statement and Limited Warranty constitute a legal agreement (“License Agreement”) between you (either as an individual or any legal entity) and Windale Technologies Pty Ltd (“Windale Technologies”) for the software product (the “Software”), including any software, media, and accompanying documentation. It does not include any software that is covered by a separate license offered or granted by a person, company or organization other than Windale Technologies. This License Agreement applies to updates and any additional components of the Software that Windale Technologies may provide.

This License Agreement also governs any consulting or support services supplied to you by Windale Technologies except as may be included in another agreement between you and Windale Technologies.

By using the Software after purchasing a license, you acknowledge that you have read this License Agreement and agree to the terms and conditions of the agreement.

The following License Terms govern your use of the accompanying Software unless you have a separate written agreement with Windale Technologies. This license applies to you, the purchaser and all users of the software that are permitted under this agreement.

Definition

The term “Software” refers to programs, sample applications, source code, and binary files as provided by Windale Technologies.

This Software is owned by Windale Technologies and is protected by national copyright laws and international copyright treaties.

ATTENTION: USE OF THE SOFTWARE IS SUBJECT TO THE WINDALE TECHNOLOGIES LICENSE TERMS. USING THE SOFTWARE INDICATES YOUR ACCEPTANCE OF THESE LICENSE TERMS. YOU SHOULD DETERMINE THE SUITABILITY OF THE SOFTWARE BY EVALUATION OF A TRIAL VERSION OF THE SOFTWARE WHICH CAN BE OBTAINED BEFORE PURCHASING A LICENSE.

Disclaimer and Risk Statement

The trading of stocks, futures, and options all involve a significant amount of risk. The software is built on mathematical models that are intended to estimate particular numerical values based on the data that is provided by the user. The performance of these models and their subsequent implementation in the software however is not guaranteed, particularly with regard to the accuracy or reliability of either of these aspects. Despite the fact that the models are well-known and widely utilised, the user acknowledges and accepts that it is possible that they do not produce results that are observed in real life. These kinds of variations are going to be encountered due to the fact that the software is solely based on mathematical models, and the actual numerical results will be determined by the real world rather than the model that the software employs. It is possible for the valuation of futures and options to change, and as a consequence, customers may suffer losses that are greater than the amount they initially invested.

The Software, the contents of the help files, the documentation that is provided either online or with the Software, the results that are obtained from using the Software, and the content of the source code sample applications by Windale Technologies should in no way be construed as an express or implied guarantee by Windale Technologies that you will make a profit or that losses can or will be limited in any way whatsoever. The results of the past are not indicative of the performance of the future. The Software results and the subsequent information that is provided are based on sources that are thought to be reliable and is made available solely for the purpose of providing information, but no assurances are made regarding the information. There is no guarantee of any kind implied or possible in situations where attempts are made to make projections of future conditions.

This software is for sophisticated users. In terms of software implementation, programming, development, and application, such as trading, this software is intended for users with a high level of mathematical, quantitative financial and trading expertise. Users have a responsibility to be aware of the constraints imposed by the algorithms that are being utilised. To be more specific, all of the algorithms have some restrictions and are founded on numerous assumptions, which will result in inaccurate outcomes in a variety of circumstances. The actual or true value of a stock, option, futures, or commodity price, as well as their related variables such as greeks or volatilities, regardless of whether they are true, stochastic, historical, or implied, is not something that any model or algorithm can produce accurately; rather, they can only produce an estimate that contains some degree of error. In addition to this, the algorithms are only intended to function within a particular range of input values. Although it is possible to use any arbitrary input value(s) with each of the Software functions, it is important to note that if invalid inputs are used with the functions, then the Software may produce results that are either invalid or incorrect.

Consequently, it is specifically your responsibility to ensure that the inputs to the software are valid, and it is also your responsibility to define what constitutes valid inputs. In addition, it is your responsibility to make certain that the inputs to the software and the outputs from the software are reasonable and valid, and to take the appropriate action within your application or

service when and where it is required to do so. In other words, you are responsible for performing all operations that are similar to these in your system, including checking for errors and valid operational performance, checking for data validity, and carrying out any other similar operations. Because of this, you and anyone who uses the Software, either directly or through any application or service you make, should not trust the output results unless you and/or they know about these limitations and requirements, and unless you do everything you need to do to make sure your application or service works well and is accurate, including accounting for invalid input data.

License Grant

The Software is licensed per machine or server (physical or virtual). The number of licenses required should equal the number of machines or servers that are in concurrent use (physical or virtual). Customer may install and use the Software in non-production environments, including development, backup, testing, staging, or disaster-recovery systems, provided that such environments are not concurrently active in production use. Customers may use the Software in backups or fail-over systems without requiring additional licenses. Such installations shall not require separate paid licenses, so long as the number of concurrently active production instances does not exceed the licensed count. Additional non-production licenses, if required, shall be made available at a discounted rate.

You may not reverse engineer, decompile or disassemble, except to the extent permitted under applicable law (e.g., for interoperability). You are not permitted to modify the Software to remove any software or hardware locks. For commercial/for-profit use, the Customer is required to purchase an annual license. In some cases we may provide a perpetual license plus optional maintenance.

Trial Version

If you are using a trial version of the Software, and continue to use this software and/or a product developed using the Software for more than the indicated trial period, you must purchase the Software.

Derivative Works

You may distribute applications or services that call or integrate the Software (subject to having obtained the necessary paid licenses). However, you may not distribute a software product whose primary purpose is to replicate or directly compete with the core functionality of the Windale Software, unless otherwise agreed in writing. All redistributions must include Windale's copyright notices and be subject to license terms no less protective than this license.

Server, Cloud, Network, Database, ISP, Web Server Use

You may use the Software in these contexts provided the appropriate number of Server or Platinum licenses have been purchased.

Suitability, Accuracy and Performance

The client agrees to perform any and all necessary tests to ensure the suitability, performance and accuracy of the software during the trial period before use and before any use of new versions in a production or live environment.

Disclaimer and Risk Statement

Trading in stocks, futures, options, warrants and bonds involve substantial risk. The valuation of futures and options may fluctuate, and as a result, clients may lose more than their original investment. In no event should the content of this web site, the results obtained from using the Software or the content of the source code sample applications be construed as an express or an implied guarantee by Windale Technologies that you will profit or that losses can or will be limited in any manner whatsoever. Past results are no indication of future performance. Information provided and results produced by the Software is intended solely for informative purposes only.

Acceptance of Conditions

The purpose of this licence agreement and any purchase order or agreement with a customer is to be complementary but separate. Any discrepancy, ambiguity, or conflict between this licence agreement and any customer order or purchase agreement will be resolved with precedence given to this licence agreement due to the substantial technical issues pertaining to the knowledge required to use the software.

Copies and Adaptations

You may only make copies or adaptations of the Software for archival purposes or when copying or adaptation is an essential step in the authorized use of the Software.

Intellectual Property and Source Code

If the Software or any part of it is supplied in source code form, including sample programs you may not disclose any part of the source code either directly or indirectly outside your organization. You will take all reasonable steps to ensure that our intellectual property and source code is not disclosed to any unauthorized people or for unauthorized use.

Proprietary Rights

The Software in both compiled and source code form, and accompanying documentation are the proprietary products of Windale Technologies and are protected under national laws and international treaty provisions. Ownership of the Software and all copies, modifications, translations, and merged portions thereof shall at all times remain with Windale Technologies. The Software may be protected by patents in the U.S, Australia and other countries.

Confidentiality and Data

Windale Technologies agrees to keep all data, models, or business information provided by the Customer confidential and to use it only for providing support or maintenance. Both parties will take reasonable steps to protect such information from unauthorized access or disclosure.

Annual Fees

Where the Software is licensed on an annual basis, to retain valid licenses, all annual fees must be paid in advance and in full for all licenses which are required under this agreement.

Termination

Either party may terminate this Agreement if the other materially breaches any term and fails to cure within 30 days of written notice. Upon termination, Customer shall cease use of the Software within 60 days, and then delete or disable all copies.

Surviving obligations include confidentiality, indemnification, audit rights, limitation of liability, and obligations with respect to prior use.

Copyright and Authorized Publication

The Software may only be used to display or disseminate content or use data that can be legally displayed or used. If you or the end-user does not own the copyright to the content or is not authorized to display or use the content, then you are not permitted to license the Software or to

display or disseminate the material except where written authority exists confirming this permission. In all circumstances, you are solely responsible for all copyright issues, risk, including potential infringement, libel, or other matters arising from the use of the Software. Windale Technologies is not liable for any conduct associated with the use of the Software, or for any content uploaded using this program.

High Risk Activities and Applications

In high-risk or dangerous environments that require fail-safe performance, such as nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support or biomedical machines, surgical or medical applications, transportation, or weapons systems, where a software failure could directly result in death, serious injury, danger, or severe physical or environmental damage, the software is not fault-tolerant and is not designed, manufactured, or intended for use as online control or process monitoring equipment (“High Risk Activities”). Users who use automated trading systems or other systems where the software’s inability to forecast actual outcomes could result in a large financial loss are also directed to the risk disclaimer section. The Customer may use the software for financial-market or trading purposes as part of its normal business under the license by accepting the risks indicated and provided the Customer follows all other license terms. Any explicit or implied warranty of fitness for high-risk activities and applications, such as those listed here, is expressly disclaimed by Windale Technologies and its suppliers.

Force Majeure

Neither party shall be held responsible for Force majeure events that are beyond their reasonable control and that cannot be prevented, even if the affected party has taken reasonable precautions. This includes, but is not limited to, events that are beyond its control, such as acts of God, third-party acts or omissions, events like fire, flood, explosions, storms, earthquakes, tides, lightning, or other natural disasters, war or acts of terrorism, riots, strikes, government actions, acts of civil or military authority, illegal activity, misuse of the software, or communications failure or interruptions.

Export Requirements

You may not export or re-export the Software or any copy or adaptation in violation of any applicable laws or regulations.

U.S. Government Restricted Rights

The Software and documentation have been developed entirely at private expense and are provided as “Commercial Computer Software” or “restricted computer software”. They are delivered and licensed as “commercial computer software” as defined in DFARS 252.227-7013 (Oct 1988), DFARS 252.211-7015 (May 1991) or DFARS 252.227-7014 (Jun 1995), as a “commercial item” as defined in FAR 2.101 (a), or as “Restricted computer software” as defined in FAR 52.227-19 (Jun 1987) (or any equivalent agency regulation or contract clause), whichever is applicable. You have only those rights provided for such Software and Documentation by the applicable FAR or DFARS clause or the Windale Technologies standard software agreement for the product.

Limited Warranty

Windale Technologies warrants for 12 months after delivery that the Software will substantially perform according to its documented specifications. During this period, Windale shall use commercially reasonable efforts to correct any material defects at no additional charge.

EXCEPT FOR THE FOREGOING WARRANTY, THE SOFTWARE IS PROVIDED “AS IS,” AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY OR FITNESS, ARE DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW.

If something goes wrong, neither party will be liable for indirect, special damages, incidental, or consequential damages, except that Windale’s total liability will be capped at the total amount paid by the Customer for the software in the previous 12 months.

Governing Law

This License Agreement constitutes the entire agreement between you and Windale Technologies pertaining to its subject matter. This License Agreement is governed by the laws of the State of Queensland, Australia. If a disagreement arises, the Parties will first try to resolve it in good faith. If that fails, the matter may be handled by confidential arbitration or mediation in a location agreed by both Parties. Any litigation arising from this license will be pursued only in the state located in the State of Queensland, Australia or federal courts located in the Australian Capital Territory, Australia. Even if part of the agreement is held invalid, the rest of the agreement is still valid, binding and enforceable.

Contact

Should you have any questions concerning this Agreement, or if you desire to contact Windale Technologies for any reason, please write to:

Windale Technologies
P.O. Box 2032
Graceville, QLD 4075
Australia

sales@windale.com

Version 3.8