

NEXGEN SOFTWARE SERVICES INC. REFUND AGREEMENT

This Refund Agreement (“Agreement”) is entered into between Customer (whose name and signature appear below) and Nexgen Software Services, Inc. (“Nexgen”). This Agreement is effective upon payment for the Nexgen software T-3 Fibs Protrader@the “Software”). This Agreement incorporates all terms of the Nexgen Software License Agreement. Customer use of the Software is subject to all terms and conditions of the License Agreement. All capitalized terms not defined in this Agreement shall have the same meaning as those terms are defined in the License Agreement.

1. Customer acknowledges and agrees that he has agreed to all of the terms and conditions of the License Agreement. Customer acknowledges and agrees that the License Agreement provides that Nexgen is not responsible for providing any refunds for the use of the Software and that Nexgen does not guarantee or warranty any outcomes for use of the Software.

2. Nexgen acknowledges and agrees that Customer has requested an opportunity to learn the Software, receive the training, and still request a right to receive a partial refund if Customer meets the terms of this Agreement and Customer does not want to continue use of the Software. Copy of customer agreement can be found at <http://www.nexgen3.com/templates/Educational Refund Guidelines.html>

3. Nexgen agrees to provide the education training set forth in the Educational Refund Guidelines set forth on the Nexgen website and a copy of which is included with this Agreement. Nexgen reserves the right to modify the terms or conditions of the Education Training Program at its sole discretion. However, any modification will be prospective in nature.

4. Customer agrees that it must substantially comply, in Nexgen’s sole discretion, with all of the terms of the Education Training Program as stated at time of purchase. Customer recognizes that Nexgen may in its sole discretion provide waivers for Customer, or other customers, but that no such waiver will become a permanent waiver and Customer may not rely on a waiver for another customer to establish failure to comply with the Educational Refund Guidelines. If Nexgen feels at any time that Customer is out of compliance with the Educational Training Program a written warning will be sent to client via e-mail with return receipt outlining the violation and steps that must be taken to correct the violation. After a third warning and Customer still is outside compliance Nexgen reserves the right to revoke Customer’s ability to acquire a refund of any nature.

5. If Customer substantially complies with all of the terms of the Educational Refund Guidelines, in Nexgen’s sole discretion, then upon notice by Customer to Nexgen, Nexgen agrees to refund the purchase price of the Software less a fee of ten percent (10%) of the price paid for the Software by Customer. Upon receipt of notice and request for refund, Customer agrees that Nexgen will terminate all rights of Customer under the License Agreement and a refund will be issued within fifteen (15) business days following receipt of the Notice.

6. If Customer fails to substantially comply will all of the terms of the Educational Refund Guidelines as outlined in section (4), in Nexgen’s sole discretion, then Customer will forfeit all rights to the refund. A forfeiture of the refund will not terminate the License Agreement and Customer shall be held to and bound to the terms of the License Agreement.

7. Customer and Nexgen agree that the ability to receive a refund is a modification of the License Agreement and no other terms of the License Agreement are modified.

8. Customer and Nexgen agree that the terms of the License Agreement requiring Arbitration, including venue and choice of law, apply to this Agreement. This Agreement shall be subject to the laws of the state of Texas without reference to conflict of laws provisions.

Agreed To By:

CUSTOMER

Signed: _____

Name: _____

Title: _____

Date: _____