

BREAKEVENTRAIL™

END-USER LICENSE AGREEMENT (EULA)

BreakEven Trail Software for NinjaTrader® 8

Version 1.3 — Effective Date: June 2026

IMPORTANT — READ CAREFULLY: This End-User License Agreement (“Agreement”) is a legal contract between you (“Licensee” or “you”) and Romeox Capital LLC DBA BreakEven Trail (“Company,” “we,” “us,” or “our”). By downloading, installing, activating, or using the BreakEven Trail software, you agree to be bound by the terms of this Agreement. If you do not agree, do not install or use the software and contact us within 7 days of purchase for a full refund.

1. Definitions

“Software” means the BreakEven Trail software for NinjaTrader® 8, version 1.3.0 and any subsequent updates, including all source files, compiled files, documentation, and associated materials provided by the Company. This definition encompasses all supported product types within the NinjaTrader® 8 platform (including but not limited to Indicator and AddOn implementations) as released by the Company from time to time.

“License” means the limited, non-exclusive, non-transferable right to use the Software as described in this Agreement.

“NinjaTrader®” means the trading platform developed and owned by NinjaTrader Group, LLC, which is not affiliated with or responsible for the Software.

“Device” means a single personal computer owned or controlled by you.

“Money-Back Guarantee” means the right to request a full refund within seven (7) calendar days of the initial purchase date if you are not satisfied with the Software, subject to the terms of Section 9.

2. Grant of License

Subject to your compliance with this Agreement and payment of applicable fees, the Company grants you a limited, non-exclusive, non-transferable, non-sublicensable, personal License to:

- Install and use the Software on any computer on which you are logged in with the NinjaTrader® account email associated with your license. The Software’s license verification is performed automatically by the NinjaTrader® platform using your account credentials. You are responsible for ensuring that only you access the Software through your NinjaTrader® account;
- Use the Software solely for your personal, non-commercial trading activities;
- Access software updates provided by the Company during the License period.

This License is personal to you. It is tied to your NinjaTrader® account email address and is valid on any computer where you log in with that account. The License cannot be transferred to another person or account. You are solely responsible for maintaining the security of your NinjaTrader® account credentials. Any use of the Software through your account by a third party constitutes a violation of this Agreement. The Company has no control over NinjaTrader®’s concurrent session policies, which are governed solely by NinjaTrader Group, LLC.

License Activation Timeline. Upon successful payment, your license will be activated within twenty-four (24) business hours. You will receive a confirmation email at the address provided at checkout with instructions to verify your license is active. If you do not receive confirmation within 24 business hours, contact support@breakeventrail.com.

Upgrade Entitlement. Licensees holding a valid license for any prior version of the Software (including version 1.2.0 and earlier) are entitled to upgrade to version 1.3.0 at no additional charge under the terms of this Agreement. This entitlement includes any changes to the Software's product type or platform implementation (e.g., from AddOn to Indicator architecture) that the Company may release as part of an update. The Company's decision to change the product type constitutes an update within the scope of the existing License and does not create a new or separate product for licensing purposes.

3. License Restrictions

You may NOT, and you agree not to permit any third party to:

- Copy, reproduce, duplicate, or distribute the Software in any form;
- Sell, resell, rent, lease, lend, sublicense, or otherwise transfer the Software or any rights therein to any third party;
- Reverse engineer, decompile, disassemble, decrypt, or attempt to derive the source code of the Software, except to the extent permitted by applicable law;
- Modify, adapt, translate, or create derivative works based on the Software;
- Remove, alter, or obscure any proprietary notices, labels, or marks on the Software;
- Use the Software to develop a competing product or service;
- Use the Software in any automated trading system without active human supervision;
- Share, post, or make available your license credentials to any other person.

4. Intellectual Property

The Software, including all code, algorithms, documentation, visual elements, and the BreakEven Trail™ trademark, are and remain the exclusive property of Romeox Capital LLC DBA BreakEven Trail. This Agreement grants you only a limited License to use the Software; it does not transfer title or ownership of any kind.

The Software is protected by United States copyright law (17 U.S.C. § 101 et seq.), the Defend Trade Secrets Act (18 U.S.C. § 1836), and the Digital Millennium Copyright Act (17 U.S.C. § 1201). The compiled Software includes code protection technology. Any unauthorized circumvention of these protections constitutes a violation of applicable law and this Agreement.

NinjaTrader® is a registered trademark of NinjaTrader Group, LLC. No NinjaTrader company has any affiliation with the owner of the BreakEven Trail software and has not endorsed or approved the BreakEven Trail software.

5. 7-Day Money-Back Guarantee

BreakEven Trail comes with a 7-Day Money-Back Guarantee. If you are not fully satisfied with the Software for any reason, you may request a full refund within seven (7) calendar days of your initial purchase date by contacting support@breakeventrail.com with your order information. Approved refunds will be processed through Lemon Squeezy, our payment processor. After the 7-day period, all sales are final.

6. Trading Risk Disclaimer

FUTURES TRADING INVOLVES SUBSTANTIAL RISK AND IS NOT SUITABLE FOR ALL INVESTORS. The BreakEven Trail software is a trade management tool only. It does not provide investment advice, trading signals, or trading recommendations of any kind. Past performance, whether actual or simulated, is not necessarily indicative of future results.

The Software is designed to assist with stop-loss placement mechanics only. The decision of whether, when, and how to trade remains entirely yours. The Company makes no representation that use of the Software will result in profits or reduce losses. An investor could lose all or more than their initial investment. Only risk capital—money that can be lost without jeopardizing financial security or lifestyle—should be used for trading.

NFA Rule 2-29(c) — Hypothetical or simulated performance results have inherent limitations. Unlike actual performance records, simulated results do not represent actual trading. No representation is being made that any account will or is likely to achieve profits or losses similar to those described in any marketing materials for this Software.

7. Disclaimer of Warranties

THE SOFTWARE IS PROVIDED “AS IS” AND “AS AVAILABLE,” WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO:

- Implied warranties of merchantability, fitness for a particular purpose, and non-infringement;
- Warranties that the Software will meet your requirements or expectations;
- Warranties that the Software will be uninterrupted, error-free, or free of viruses or harmful components;
- Warranties regarding the accuracy, reliability, or completeness of any results obtained through use of the Software.

You acknowledge that the Software operates within the NinjaTrader® platform, over which the Company has no control, and that the Company is not responsible for any failures, interruptions, or errors originating from that platform, your broker, data feeds, or internet connectivity.

8. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE COMPANY, ITS MEMBERS, OFFICERS, EMPLOYEES, OR AGENTS BE LIABLE FOR ANY:

- Indirect, incidental, special, consequential, or punitive damages;
- Loss of profits, revenue, data, business, or goodwill;
- Trading losses of any kind, whether or not the Company was advised of the possibility of such damages.

IN ALL CASES, THE COMPANY’S TOTAL AGGREGATE LIABILITY TO YOU FOR ANY CLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SOFTWARE SHALL NOT EXCEED THE TOTAL AMOUNT YOU ACTUALLY PAID FOR THE SOFTWARE LICENSE in the twelve (12) months preceding the claim.

Some jurisdictions do not allow the exclusion or limitation of certain warranties or damages. To the extent such limitations are not permitted by applicable local law, the above limitations apply only to the fullest extent permitted by law.

9. Refund Policy

BreakEven Trail includes a 7-Day Money-Back Guarantee. If you are not satisfied with the Software for any reason, contact us at support@breakeventrail.com within seven (7) calendar days of your purchase date to request a full refund. We will process your refund promptly through Lemon Squeezy.

After the 7-day money-back period, all sales are final. Refund requests submitted after this period may be considered only where the Software has been found to be materially defective or non-functional despite proper installation in a supported environment, evaluated on a case-by-case basis.

EU RESIDENTS: If you are a consumer located in the European Union, you have the right to withdraw from this contract within 14 days without giving any reason, UNLESS you have expressly consented to the commencement of the performance of the digital content before the end of the withdrawal period and acknowledged that you thereby lose your right of withdrawal. By clicking the purchase confirmation checkbox at checkout, you provide such consent and acknowledgment.

10. Term and Termination

This Agreement is effective from the date you first use or install the Software and continues until terminated. The Company may terminate this Agreement immediately if you breach any of its terms. Upon termination, you must cease all use of the Software and destroy all copies in your possession. Sections 3, 4, 6, 7, 8, 11, 12, 13, 14, 15, 16, and 17 survive termination.

11. Risk of Automated Features

The Software includes automated features, including but not limited to AutoTrail and Emergency Stop Protection. These features operate automatically and may place, cancel, or modify orders without direct user action. User acknowledges that automated stop management and emergency market orders may result in execution at prices different from intended levels, particularly during periods of high volatility. User accepts full responsibility for monitoring automated features and for all resulting trade outcomes. The Company makes no representation that automated features will prevent losses or guarantee execution at any specific price.

12. Emergency Stop Protection Disclosure

The Emergency Stop Protection feature is designed to reduce the risk of an unprotected open position but does not guarantee order execution at any specific price. This feature operates across three escalating layers: (1) placement of a stop order at the calculated level; (2) placement of an emergency stop order at a configurable distance from the current market price if the primary stop cannot be placed; and (3) as a last resort, submission of a market order to close the open position. In extreme market conditions, including but not limited to fast markets, circuit breakers, halts, illiquid conditions, or connectivity interruptions, stop orders placed by this feature may not execute as expected, may be rejected by the broker, or may execute at prices significantly different from the intended level. Market orders submitted as a last resort are subject to slippage and may execute at prices substantially worse than the prevailing market price at the time of submission. User expressly acknowledges and accepts these execution risks. The Company shall not be liable for any losses arising from the activation or non-activation of the Emergency Stop Protection feature or from execution at any price resulting from its use.

13. Privacy and Data

By using the Software, you acknowledge that the Company may collect and process your NinjaTrader® account email address for the sole purpose of activating and verifying your license. This data is processed in accordance with our Privacy Policy available at breakeventrail.com. The Company does not sell, rent, or share your personal data with third parties except as required to fulfill your license or comply with applicable law.

14. Governing Law and Dispute Resolution

This Agreement is governed by the laws of the State of Florida, United States, without regard to its conflict of law provisions. Any dispute arising out of or relating to this Agreement shall be resolved by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, with proceedings conducted in Miami-Dade County, Florida. The arbitrator's decision shall be final and binding. Each party shall bear its own costs unless the arbitrator determines otherwise.

Notwithstanding the foregoing, either party may seek injunctive or other equitable relief in any court of competent jurisdiction for claims involving intellectual property rights.

15. Export Compliance

You agree to comply with all applicable export and import laws and regulations of the United States and any other relevant jurisdiction. You represent and warrant that you are not located in a country subject to a U.S. Government embargo or designated as a "terrorist supporting" country, and that you are not listed on any U.S. Government list of prohibited or restricted parties.

16. Entire Agreement

This Agreement constitutes the entire agreement between you and the Company with respect to the Software and supersedes all prior negotiations, representations, warranties, and undertakings. Any modification to this Agreement must be in writing and signed by an authorized representative of the Company. If any provision of this Agreement is found unenforceable, the remaining provisions shall continue in full force and effect.

17. Contact Information

Romeox Capital LLC DBA BreakEven Trail

Email: support@breakeventrail.com

Web: breakeventrail.com

Florida, United States

NinjaTrader® is a registered trademark of NinjaTrader Group, LLC. No NinjaTrader company has any affiliation with the owner, developer, or provider of BreakEven Trail, or any interest, ownership or otherwise, in any such product or service, or endorses, recommends or approves any such product or service.

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