VISTAQUOTE PARTICIPATION AND USE AGREEMENT

Effective Date: 7/1/2023

BY USING VISTAQUOTE, YOU AGREE TO THESE CONDITIONS. PLEASE READ THEM CAREFULLY. THIS IS A LEGAL AGREEMENT ("AGREEMENT") BETWEEN YOU, THE END USER (ON BEHALF OF YOURSELF AND ON BEHALF OF YOUR COMPANY OR ORGANIZATION ("PARTICIPANT"), AND AMBRY HILL TECHNOLOGIES LLC, A MINNESOTA LIMITED LIABILITY COMPANY ("LICENSOR"). BEFORE YOU MAY USE VISTAQUOTE TO QUOTE, SEARCH, UPLOAD OR DOWNLOAD OR SEARCH FOR ANY ITEMS AND IN ORDER TO USE ANY ADDITIONAL VISTAQUOTE SERVICES AND FEATURES, CAREFULLY READ THE TERMS AND CONDITIONS OF THIS AGREEMENT. BY USING VISTAQUOTE, YOU ARE AGREEING TO BE BOUND BY, AND ARE BECOMING A PARTY TO, THIS AGREEMENT. IF YOU DO NOT AGREE TO THIS AGREEMENT, PLEASE DO NOT CONTINUE TO USE VISTAQUOTE. CONTINUED USE WILL BE THE LEGAL EQUIVALENT OF YOUR SIGNATURE ON A WRITTEN CONTRACT, AND EQUALLY BINDING.

ARTICLE 1. Definitions:

1.1 Credential

The term "Credential" means a password, user identification code or methodology which allows access to VistaQuote.

1.2 Intellectual Property Rights

The term "Intellectual Property Rights" means all United States and worldwide trademarks, service marks, trade names, trade dress, logos, copyrights, rights of authorship, inventions, moral rights, patents, rights of inventorship, all applications, registrations and renewals in connection with any of the above, database rights, know-how, trade secrets, rights of publicity, privacy and/or defamation, rights under unfair competition and unfair trade practices laws, and all other intellectual and industrial property rights related thereto.

1.3 Participant Information

The term "Participant Information" means a Participant's name, address, phone, fax, and other contact information, part information and any other data entered or modified on VistaQuote, whether input manually or automatically, as well as all data extracted from the Participant's ERP database for use on VistaQuote, including, but not limited to, all part information in Participant's inventory to be displayed on VistaQuote (such as serial number, time-life, condition and availability), alternate part numbers, historical order information, company information or other data accessible to VistaQuote or VistaQuote APIs, or tools made available to Participant.

1.4 Statistical Data

The term Statistical Data means non-identifiable data regarding transactions, including, but not limited to, part number, cross-reference parts, listed price, sales price, quote price, purchase price, repair price, condition codes, availability and other similar statistical information for each part number processed through VistaQuote.

1.5 VISTAQUOTE

The term "VISTAQUOTE" means the software as a service (SaaS) offering operated by Licensor that uses the Internet to help sellers process request for quotes, quotes and other business transactions and account management functions more effectively.

1.6 Transaction

The term "Transaction" means a transaction wherein a Participant or a User, as the case may be, will buy from the other one or more products initially sourced through the use of VistaQuote.

1.7 Users

The term "Users" means users who have been provided an account to by administrators of a VistaQuote account in order to use VistaQuote services.

1.8 Fees

The term "Fees" means the fees that are due for specific services being offered through VistaQuote by the Licensor, as may be amended from time to time.

ARTICLE 2. License Grants:

2.1 License to use VistaQuote.

Subject to Participant's performance of all of the provisions of this Agreement, including timely payment of any applicable Fees, Licensor hereby grants Participant, during the term of this Agreement, a limited, terminable, personal, non-exclusive license to access and use VistaQuote as provided herein and not to download (other than page caching and through functions provided by Licensor) or modify VistaQuote or any information or data therein, or any portion of it, except with express written consent of Licensor. Additionally, the license to access and use certain services are subject to the timely payment of any applicable Fees. This license does not include any resale rights to VistaQuote or to its contents; any collection and use of any product listings, descriptions, or prices; any derivative use of this site or its contents; any downloading or copying of account information for the benefit of another merchant; or any use of data mining, robots, or similar data gathering and extraction tools. VistaQuote or any portion thereof may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without express written consent of Licensor. Participant may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of Licensor without prior express written consent

2.2 License to use Participant Information.

Participant hereby grants to Licensor a nonexclusive, non-transferable license, during the term of this Agreement:

1. to copy, use, publicly display and transmit Participant Information to Users for purposes of facilitating transactions;
2. to copy, use, publicly display and transmit the graphical image file, text, animation and links of Participant as provided by Participant to Licensor from and via VistaQuote to Users within the Participant's account and in certain informational media (print and non-print, electronic or otherwise) specifically related to VistaQuote for purposes of marketing;
3. to use and display Participant's trade name, trademarks and/or service marks ("Participant Marks") only from and via VistaQuote to Users and in certain informational media (print and nonprint, electronic or otherwise) specifically related to VistaQuote for purposes of marketing;
4. to collect and retain anonymized Statistical Data for use by Licensor for the purposes of (i) providing, developing and improving the product and related services or creating new products and services for the Participant; (ii) providing diagnostic and other content-related products or services for the Participant. Licensor will not disclose any Statistical Data, or data gathered from Participant to any other party without explicit permission from Participant except as defined in Section 3.6.

2.3 Email Auto-Import.

You may associate your email accounts with VistaQuote by providing us with log-in credentials for your email accounts. Once you have authorized us to do so by associating your accounts, we will use our automated technology to regularly review the contents of emails in your email accounts to look for request for quote (RFQ) related emails, including those with information about market blasts, classifieds or other market-related publishing's. This information collected from your emails will be added to your VistaQuote account so that you may automatically access this information and so that we may use this information for other purposes described in this Policy. The use of this feature is at the sole discretion of the Participant.

2.4 Rights Reserved.

Notwithstanding anything to the contrary herein, all rights not specifically granted in the licenses set forth above shall be reserved and remain always with the respective licensing party.

ARTICLE 3. Terms of Use:

3.1 Dealings With Users.

Participant's correspondence to or transactions with other Users of VistaQuote, or any other transaction or activity arising from or related to VistaQuote, including, but not limited to, RFQs, purchase orders or other transaction documents, purchase and payment of goods or services, Transactions, delivery of goods or services, and any other terms, conditions, actions, warranties or representations associated with such transactions, are solely between Participant and such other parties. Licensor shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such transaction or activity. Participant shall be responsible for all sales, use and other taxes and all applicable duties, levies and export fees and similar charges imposed by any federal, state or local government entity with respect to any Transaction. LICENSOR EXPRESSLY DISCLAIMS AND MAKES NO REPRESENTATIONS, GUARANTEES OR WARRANTIES AS TO

ANY TRANSACTION OR ANY OTHER MATTER CONDUCTED THROUGH OR AS A RESULT OF THE USE OF VISTAQUOTE, ANY PRODUCTS OFFERED THROUGH VISTAQUOTE, AMBRY HILL TECHNOLOGIES OR ANY OTHER ACTIVITY ARISING FROM OR RELATED TO VISTAQUOTE. Licensor is not involved in any transaction or any other transaction between Users. Accordingly, Licensor has no control over the quality, safety or legality of the items included in VistaQuote, the truth or accuracy of the data, the ability of users to sell items or the ability of other Users to pay for items.

3.2 No Endorsement

Licensor does not represent or endorse the accuracy or reliability of any advice, opinion, statement, advertisement, data or other information displayed or distributed through VistaQuote. Participant acknowledges that any reliance upon any such advice, opinion, statement, advertisement, data or other information shall be at Participant's sole risk.

3.3 Compliance with Law.

Participant will use VistaQuote in accordance with applicable law and communication regulations and tariffs. Licensor may, without notice, terminate access to VistaQuote by Participant or take other actions as are reasonably necessary to comply with legal requirements.

3.4 Prohibited Uses

Participant is solely responsible for any and all acts and omissions that occur under Participant's account, and Participant shall not to engage in unacceptable use of VistaQuote, which includes, without limitation, use of VistaQuote to:

1. disseminate, store or transmit unsolicited messages, chain letters or unsolicited commercial email;
2. disseminate or transmit material that, to a reasonable person may be abusive, obscene, pornographic, defamatory, harassing, grossly offensive, vulgar, threatening or malicious
3. disseminate, store or transmit files, graphics, software or other materials that actually or potentially infringe the copyright, trademark, patent, trade secret or other intellectual property right of any person;
4. create a false identity or to otherwise attempt to mislead any person as to the identity or origin of any communication;
5. misrepresent or otherwise attempt to mislead any person as to any Participant Information or otherwise engage in fraudulent or deceptive conduct;
6. export, re-export or permit downloading of any message or content in violation of any export or import law, regulation or restriction of the United States and its agencies or authorities, or without all required approvals, licenses or exemptions;
7. interfere, disrupt or attempt to gain unauthorized access to other accounts on VistaQuote or any other computer network;
8. disseminate, store or transmit viruses, trojan horses or any other malicious code or program; or
9. engage in any other activity deemed by Licensor to be in conflict with the spirit or intent of this Agreement.

3.5 Internet Costs.

Participant is responsible for obtaining, installing and maintaining its own internal equipment and communications services necessary to access and use VistaQuote. Participant shall be solely responsible for any telephone charges, Internet access fees, and other such similar fees and expenses incurred by Participant by accessing VistaQuote.

3.6 Disclosure of Account Information.

Participant authorizes Licensor and each of its affiliates to disclose to third parties, agents, and other representatives, including without limitation, consultants, auditors or attorneys, information provided by Participant or that Licensor or its affiliates have obtained about Participant's accounts and the transactions associated therewith in the following instances:

1. when it is necessary or helpful in completing a transaction in a supporting role by the Licensor or its affiliated parties to the Participant;
2. to comply with a law, regulation or court order which applies to Licensor or an affiliate;
3. when authorized by Participant;
4. to local, state and federal authorities, if Licensor believes a crime may have been committed involving Participant's use of VistaQuote; and/or
5. in response to requests by agents of Licensor, or its affiliates, such as independent auditors, attorneys or consultants.

3.7 Violation of Terms of Use.

Participant shall notify Licensor of any violation of these terms of use at: info@vista-quote.com. Complaints may be investigated by Licensor but Licensor is under no obligation to act or not act with regards to any complaint. Any action taken will be at the sole discretion of Licensor.

3.8 Participant's Responsibilities.

Participant shall be exclusively responsible for the supervision, management, and control of its use of VistaQuote, including, but not limited to, implementing procedures sufficient to satisfy its obligations for security under this Agreement, including appropriate action between it and its employees to prevent misuse, unauthorized copying, modification, or disclosure of Credentials. Participant is responsible for distributing Credentials to the Participant's authorized employees and agents for accessing VistaQuote.

3.9 Reliance on Credentials

Participant agrees that Licensor may act in reliance upon any Participant Information. Licensor will not be required to inquire into the truth or evaluate the merits of any Participant Information or any statement or representation contained in any notice or document presented by Participant. Participant will take all reasonable precautions to prevent unauthorized use of Credentials. Any Person using a Credential is conclusively deemed to have actual authority to engage in transactions in VistaQuote.

3.10 Breach of Security Measures

Participant shall immediately notify Licensor if it becomes aware that any employee or agent of Participant or any other person using Participant's Credentials has breached a security measure established by Licensor or the Participant. If Licensor is so informed or if Licensor otherwise reasonably believes that a Participant, an employee or agent of the Participant, or a person using Credentials has breached a security measure established by Licensor or the Participant, Licensor has the right, in its sole discretion, to restrict the Participant's access to VistaQuote until the Participant can establish to Licensor's satisfaction that it has addressed the cause(s) of the security breach. Licensor may terminate or restrict the use of any individual Credential for the same reasons. Notwithstanding anything else to the contrary, Licensor has no duty to take any action upon a Participant notice under this Section or Licensor becoming aware of a breach of a security measure, and Participant shall solely be responsible for any such breaches regardless of any act or failure to act by Licensor.

ARTICLE 4. Fees and Payments:

4.1 Fees.

This Agreement and Participant's license to use VistaQuote is conditioned on the payment by Participant of all applicable Fees when due. Licensor may from time to time change the services available through VistaQuote and/or the corresponding Fees due for such services. Licensor's changes to Fees are effective fifteen (15) days following Licensor's notice to Participant of the changes, which will be provided by notification to the Participant in a manner and method chosen by the Licensor. Unless otherwise stated, all fees are quoted in U.S. Dollars.

4.2 Payment.

Participant is responsible for paying all fees associated with using VistaQuote. Payment of the Fees may be made by credit card, authorized pursuant to this Agreement, or by company check or wire. Payments of Fees, whether made by credit card, company check or wire must, in each case, be received on or before the first business day of the applicable period or date for which such payment is made.

4.3 Credit Card Payments.

This Section 4.3 shall apply if Participant elects to make payments to Licensor using a credit card or through an ACH or other debit to a depository account with a financial institution. Participant hereby authorizes Licensor to charge all Fees owed to Licensor hereunder to the credit card or bank account provided by Participant to Licensor. Participant assumes all responsibility for notifying Licensor of changes in credit card numbers and/or expiration dates or in any change in the status of the applicable bank account, as the case may be. Licensor may also require a secondary credit card number to be used only if the payment to Licensor by Participant's primary credit card is declined. If Participant's credit card is denied when charged or if an ACH or other debit to the depositary account is rejected, Participant's account and the license to use VistaQuote may be immediately suspended (locked) or canceled at the sole discretion of Licensor. Licensor reserves the right to charge and collect from Participant a "bad account" fee of twenty-five ($25.00) dollars for any declined or rejected transaction. Participant shall additionally be responsible for and shall immediately pay Licensor, on-demand, any payments that are made to Licensor that are subject to a subsequent reversal. Questions regarding charges must be brought to the attention of Licensor's billing department within ninety (90) days after the end of the questioned billing period. Charges beyond ninety (90) days old are not subject to review, reversal or refund. Requests to cancel Participant's account on VistaQuote and to terminate this Agreement may be made via email to sales@vista-quote.com, or by telephone to Licensor's customer service department.
PARTICIPANT REPRESENTS AND WARRANTS THAT

1. THE CREDIT CARD AND BANKING INFORMATION SUPPLIED TO LICENSOR IS TRUE, CORRECT AND COMPLETE,
2. PAYMENTS MADE BY PARTICIPANT WILL BE HONORED BY PARTICIPANT'S CREDIT CARD COMPANY OR DEPOSITORY FINANCIAL INSTITUTION, AS THE CASE MAY BE, AND
3. PARTICIPANT SHALL PAY FOR ALL FEES AT THE PRICES IN EFFECT AT THE TIME INCURRED. PARTICIPANT SHALL BE RESPONSIBLE FOR ALL FEES INCURRED THROUGH USE OF PARTICIPANT'S CREDENTIALS.

4.4 Late Fees

All late payments shall accrue interest at the rate of ten percent (10%) per annum from the due date to the date of payment and shall be immediately due from Participant to Licensor. The payment of any interest or acceptance thereof will not waive any of Licensor's rights to seek any other legal or equitable remedy to which it may be entitled due to

Participant's delinquent payments, including, but not limited to, suspension of Participant's access to VistaQuote or termination of this Agreement.

4.5 Early Termination Penalty

The Participant many cancel services at any time, as noted in 4.3 however, any payments made to Licensor for services not yet rendered will be relinquished and converted to the Early Termination Penalty fee and held by Licensor. No refunds for pre-paid, unused services will be made. If Participant chooses to resume subscription services during the original period for which prepayment was made, the Licensor may, at its sole discretion, provide credit for remaining months within the subscription period provided there is time remaining within the period.

ARTICLE 5. Property Rights:

5.1 Title To VISTAQUOTE

Licensor exclusively owns all worldwide right, title and interest in and to all contents, graphics, designs, data, computer codes, ideas, know-how, "look and feel," compilations, magnetic translations, digital conversions and other matters included within VistaQuote and related to VistaQuote (collectively "Materials"), and all modifications and derivative works thereof, and all Intellectual Property Rights related thereto. The copying, redistribution, use or publication by Participant of any of the Materials or any part of VistaQuote, is strictly prohibited. Participant shall not challenge, contest or otherwise impair Licensor's ownership of VistaQuote or the validity or enforceability of Licensor's Intellectual Property Rights related thereto.

5.2 Licensor Confidential Information.

During the performance of this Agreement, Licensor may disclose to Participant confidential information regarding its business, including without limitation VistaQuote, other documentation, know-how, inventions, formulae, designs, research and development activities and other proprietary information which constitutes trade secrets of Licensor (collectively "Licensor's Confidential Information"). Participant shall not in any way disclose, copy, modify, distribute or otherwise transfer Licensor's Confidential Information, or any part thereof, to any other person or entity at any time. A participant has the right to disclose Licensor's Confidential Information only to its employees who have a specific need to know in order to perform Participant's obligations hereunder, but Participant shall be responsible for all of its employees' actions. Participant shall use Licensor's Confidential Information only to properly fulfill its obligations hereunder, and not for any other purpose. Licensor does not represent that Licensor's Confidential Information it may disclose hereunder will meet the requirements of Participant or that Licensor's Confidential Information when combined with other information or when used in a particular way by Participant will be sufficient or suitable for Participant's purpose. Upon Licensor's request, Participant shall immediately return to Licensor the originals and all copies of any of Licensor's Confidential Information, whether on magnetic media, written materials or otherwise.

5.3 Data Rights

Any and all information obtained from Users, or transactions processed through VistaQuote, including Usernames, addresses, telephone numbers, e-mail addresses, product preferences, order information, and any other information concerning use, transactions, and traffic through VistaQuote, may be collected and used by Licensor as provided herein and is the property of the Participant.

5.4 Injunctive Relief

Both parties acknowledge that any breach of confidentiality by either party may result in irreparable and continuing damage to the injured party for which there will be no adequate remedy by law, and both parties agree that in the event of such breach the injured party will be entitled to injunctive relief and other equitable remedies in addition to all other remedies available.

ARTICLE 6. Warranties and Limitation:

6.1 Participant Warranties.

Participant represents and warrants to Licensor that:

1. Participant has the right and authority to enter into and perform its obligations under this agreement;
2. Participant has the right to grant the license set forth in Section 2.2 above;
3. the Participant products, marks and icons do not and shall not contain any content, materials, link or advertising that violate any applicable law or regulation or infringes any Intellectual Property Rights of any person; and
4. Participant owns the Participant Information, Participant products, marks and icon and all Intellectual Property Rights therein.

6.2 Participant Representations with respect to Participant Products

If Participant posts goods for sale on VistaQuote, Participant hereby represents and warrants to Licensor that

1. Participant has all necessary rights to advertise the goods on VistaQuote throughout the world;
2. the goods and their design and advertisement do not infringe any Intellectual Property Rights of any third party;
3. Participant has all necessary releases to use with the posting of Participant's products on VistaQuote for the full term of this Agreement throughout the world, any photographs, drawings and images of the goods, and any name, likeness and statement of any model or spokesperson used in any such advertisement;
4. Participant will not target any product posting to, or sell or ship any goods to, or from, any jurisdiction where such act is prohibited by the laws or regulations of such jurisdiction; and
5. all product details and availability and other inventory specifications contained within the Participant Information shall accurately and correctly represent the Participants corresponding inventory.

6.3 Participant Representations with respect to Purchased Products

If Participant enters into a Transaction with respect to goods that are transacted by Users on VistaQuote, Participant hereby represents and warrants to Licensor that

1. Participant has all necessary rights to purchase such goods;
2. Participant has conducted its due diligence with respect to the goods being purchased by Participant and Participant is satisfied that such goods meet Participant's requirements, are merchantable and otherwise comply with Participant's requirements; and
3. Participant's purchase of such goods will not violate United States export control laws or any other laws or regulations of any applicable jurisdiction

6.4 Licensor Warranty Disclaimer

VISTAQUOTE IS PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND. USE OF VISTAQUOTE IS AT THE PARTICIPANT'S SOLE RISK AND NEITHER LICENSOR NOR ANY OF ITS LICENSORS, SUPPLIERS, EMPLOYEES OR AGENTS WARRANT THAT VISTAQUOTE WILL BE UNINTERRUPTED OR ERROR FREE OR THAT ERRORS WILL BE CORRECTED. NEITHER LICENSOR NOR ANY OF ITS LICENSORS, SUPPLIERS, EMPLOYEES OR AGENTS MAKE ANY WARRANTY AS TO THE RESULTS TO BE OBTAINED FROM THE USE OF VISTAQUOTE. LICENSOR MAKES NO WARRANTY THAT ANY TRANSACTION WILL BE CLOSED THROUGH VISTAQUOTE. The Disclaimer provided in Section 3.1 is fully incorporated herein.

6.5 Limitation of remedies.

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, EXCEPT FOR PARTICIPANT'S VIOLATION OF LICENSOR'S INTELLECTUAL PROPERTY RIGHTS AND INDEMNIFICATION OBLIGATIONS PROVIDED IN SECTION 7.1, NEITHER PARTY SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, WHETHER FORESEEABLE OR NOT, THAT ARE IN ANY WAY RELATED TO THIS AGREEMENT, THE BREACH THEREOF, THE USE OR INABILITY TO USE VISTAQUOTE, THE RESULTS GENERATED FROM THE USE OF VISTAQUOTE, LOSS OF GOODWILL OR PROFITS, LOST BUSINESS HOWEVER CHARACTERIZED AND/OR FROM ANY OTHER CAUSE WHATSOEVER.

6.6 Consumer Protection Laws.

VISTAQUOTE IS A BUSINESS PRODUCT, THE APPLICATION OF WHICH IS COMMERCIAL, RATHER THAN CONSUMERORIENTED, IN NATURE. IN ACCEPTING THIS AGREEMENT, PARTICIPANT RECOGNIZES, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THAT CONSUMER PROTECTION LAWS DO NOT APPLY TO THE TRANSACTIONS CONTEMPLATED HEREBY.

6.7 Release

Participant hereby releases Licensor (and its officers, directors, agents, subsidiaries, joint ventures and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown , suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with disputes arising out of the use of VistaQuote, any Transactions or any other use of VistaQuote. Participant hereby waives California Civil Code Â§1542, which states: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

ARTICLE 7. Termination :

7.1 Termination by Licensor

Licensor may terminate this Agreement at any time, for any reason, upon a thirty (30) day notice to Participant.

7.2 Cause for Termination.

This Agreement shall automatically terminate without notice upon the occurrence of any of the following:

1. a termination for cause by Licensor of any other agreement between Participant and Licensor;
2. the cessation of business by Participant;
3. Participant attempts to use, copy, license, or convey VistaQuote or the use thereof in any manner contrary to the terms of this Agreement or in derogation of Licensor's proprietary rights in VistaQuote;
4. Participant commits any fraudulent or deceptive act related to VistaQuote or otherwise violates any provision of ARTICLE 3; or
5. Participant makes an assignment of Participant's business for the benefit of creditors, a petition in bankruptcy is filed by or against Participant, a receiver, trustee in bankruptcy, or similar officer is appointed to take charge of all or part of Participant's property, or Participant is adjudicated bankrupt.

7.3 Effect of Termination

Participant agrees that immediately upon termination of this Agreement, whether or not Participant receives notice of such termination, the license shall be immediately terminated and Participant shall not have any further rights to use VistaQuote. Upon termination of the license granted hereunder, Licensor's obligations to Participant shall cease. In addition, upon any termination of this Agreement, Licensor shall have the right to immediately remove all Participant Information from VistaQuote.

7.4 Cumulative Remedies

All rights and remedies conferred herein shall be cumulative and in addition to all of the rights and remedies available to each party at law, equity or otherwise.

ARTICLE 8. Allocation of Risks:

8.1 Indemnification.

Participant shall indemnify, defend and hold harmless Licensor, its officers, directors, shareholders, employees, partners, sponsors, agents, attorneys, representatives, subsidiaries, affiliates, successors and assigns (collectively "Affiliated Parties") from all liabilities, losses, damages, claims and expenses, including reasonable attorneys' fees and costs, whether or not a lawsuit or other proceeding is filed, that in any way arises out of or relates to

1. Participant's breach or violation of Sections 2.1, 2.3 or 5.1 or any Section in ARTICLE 3 or ARTICLE 4. of this Agreement;
2. Participant's use of VistaQuote and any transaction or other activity that arises from or is otherwise related to VistaQuote and its use, including, but not limited to, any Transaction by Participant;
3. Participant's infringement or violation of the intellectual property or other rights of third parties;
4. any claims or allegations for product liability, unsuitability or lack of fitness for a particular purpose or any other claims arising out of the use of Participant products purchased through use of VistaQuote or otherwise;
5. any disputes between Participant and any other User, whether arising from a Transaction or otherwise;
6. any claims or liens filed against any Participant products sourced through use of VistaQuote or otherwise;
7. any sales, use and other taxes and all applicable duties, levies and export fees and similar charges imposed by any federal, state or local government entity with respect to any Transaction; and/or
8. Participant's negligence or willful misconduct. In the event, Participant fails to promptly indemnify and defend such claims and/or pay Licensor's expenses, as provided above, Licensor shall have the right to defend itself, and

in that case, Participant shall reimburse Licensor for all of its reasonable attorney's fees, costs and damages incurred in settling or defending such claims within thirty (30) days of each of Licensor's written requests.

8.2 Contrary Intention

The foregoing indemnities shall be payment obligations and not merely reimbursement obligations, it being understood that Licensor and Participant have a "contrary intention" with respect to the provisions of paragraph 2 of Section 2778 of the California Civil Code.

ARTICLE 9. General Terms And Conditions:

9.1 Relationship of Parties

The relationship between Licensor and Participant is only that of a licensor and licensee. Neither party is the agent or legal representative of the other party, and neither party has the right or authority to bind the other party in any way. This Agreement creates no relationship as partners or a joint venture, and creates no pooling arrangement.

9.2 Notices

Unless otherwise provided in this Agreement, any notice required or permitted by this Agreement to be given to either party shall be deemed to have been duly given if in writing and delivered personally or mailed by first-class, certified mail, postage prepaid and addressed to Participant at the address it has provided Licensor, or to Licensor at Ambry Hill Technologies 134 Adams Street South, Cambridge, MN 55008

9.3 Assignment

Participant has no right to assign, delegate, transfer or otherwise encumber this Agreement or any portion thereof without Licensor's prior written consent.

9.4 Amendments

Licensor shall have the right, at any time and without notice, to add to or modify the terms of this Agreement, simply by delivering such amended terms to Participant by email at the address provided to Licensor by Participant or by posting the changes on VistaQuote. Participant's access to or use of VistaQuote after the date such amended terms are delivered to Participant shall be deemed to constitute acceptance of such amended terms. Participant agrees to review this Agreements periodically to be aware of such modifications. In the event that Participant does not agree to modifications made, Participant's only remedy is to discontinue using VistaQuote.

9.5 Waiver

The failure of either party to enforce any of its rights hereunder or at law shall not be deemed a waiver or a continuing waiver of any of its rights or remedies against the other party, unless such failure or waiver is in writing.

9.6 Attorneys' Fee

In the event a dispute arises regarding this Agreement, the prevailing party shall be entitled to its reasonable attorneys' fees and expenses incurred in addition to any other relief to which it is entitled.

9.7 Severability.

If any provision, or part thereof, of this Agreement is judicially declared invalid, void or unenforceable, each and every other provision, or part thereof, nevertheless shall continue in full force and effect, and the unenforceable provision shall be changed or interpreted so as best to accomplish the objectives and intent of such provision within the limits of applicable law.

9.8 Governing Law

This Agreement shall be interpreted and enforced according to the laws of the State of Minnesota, without application of its conflicts or choice of law rules. This Agreement shall be deemed to be performed in Rush City, Minnesota. Both parties irrevocably submit to the jurisdiction of the state or federal courts located in Minneapolis, Minnesota, for any action or proceeding regarding this Agreement, and both parties waive any right to object to the jurisdiction or venue of the courts in Minneapolis, Minnesota.

9.9 Force Majeure

Licensor shall not be liable for any delay or non-performance due to acts of God, natural casualties, war, trade embargos, government regulations, strikes, material shortages, viruses, civil unrest and/or other causes beyond its reasonable control (a "Force Majeure Event"). If a Force Majeure Event occurs, Licensor shall give Participant written notice within ten (10) days of such occurrence, detailing the circumstances of the Force Majeure Event and an estimate of the anticipated delay in performance.

9.10 Entire Agreement

This Agreement constitutes the entire agreements between the parties regarding the subject matter hereof, and supersede all prior or contemporaneous understandings or agreements, whether oral or written regarding the subject matter hereof.

9.11 Authority

If this Agreement is being accepted by an individual, such individual represents and warrants that he or she has the authority from the respective governing body to enter into this Agreement and to bind his or her respective company to all the terms and conditions of this Agreement.