

END USER LICENSE AGREEMENT (EULA)

IDI DISTRIBUTORS. INC. (IDI)
BIDIT SOFTWARE

PLEASE READ THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT (THE "AGREEMENT") BEFORE USING THE BIDIT SOFTWARE (THE "SOFTWARE"). BY LOGGING INTO, CREATING AN ACCOUNT OR USING THE SOFTWARE, YOU ARE CONSENTING TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, DO NOT ATTEMPT TO USE THE SOFTWARE.

These terms are an agreement between you and IDI and they apply to the Software and any services or software updates (except to the extent such services or updates are accompanied by new or additional terms, in which case those different terms apply prospectively and do not alter you or IDI's rights relating to pre-updated Software or services). If you comply with these agreement terms, you retain the rights below. By using the Software, you accept these terms and conditions.

1. License Grant. The Software is licensed, not sold and IDI reserves all rights not specifically granted in this agreement. IDI grants to you the customer ("Customer") a limited non-exclusive, non-transferable license to the Software and certain information located on the server hosting the Software (the "Service"), and any supporting documentation ("Documentation"). You agree unconditionally that you shall not:

- a) sublicense, assign, transfer, distribute, pledge, lease, rent or share your rights under this agreement except with prior written permission from IDI;
- b) directly or indirectly attempt to or assist others in attempting to modify, adapt or translate, or disassemble, decompile, reverse engineer or otherwise attempt to discover the source code of the Software;
- c) use or permit its end users to use the Software or Service in any way that violate laws, infringe the rights of others, or interfere with IDI and any entities from whom IDI obtains network services server; or
- d) cause harm to IDI or third party equipment, software, or processes used in connection with furnishing the Service.

In addition to constituting a default under this Agreement, any breach of this provision may result in civil and/or criminal penalties against the Customer pursuant to applicable local, state and federal law.

2. Support and Maintenance Services.

IDI is not obligated under this agreement to provide any support and/or maintenance services for the Software. Should any support and/or maintenance service be provided by IDI, such support and/or maintenance is provided "as is", "with all faults", and without warranty of any kind. For any support and/or maintenance services you are provided, IDI will require you to pay the support and/or maintenance fee in accordance with then applicable pricing terms and conditions.

3. Customer Representations

You represent and warrant to IDI that:

- a) if you are a business, you are duly organized, validly existing and in good standing under the Laws of the state in which your business is registered and that you are registering for the Service(s) within such state;
- b) you have all requisite right, power, and authority to enter into this agreement, and perform your obligations
- c) any information provided or made available by you is at all times accurate and complete;
- d) you must comply with all domestic and international export laws and regulations that apply to the Software, which include restrictions on destinations, end users, and end use.
- e) you and all of your subcontractors, agents, and independent contractors will comply with all applicable Laws in your performance of your obligations and exercise of your rights under this agreement.
- f) you are up to date on all licensing or usage fees owed to IDI.

4. IDI's Rights.

You acknowledge and agree that the Software and Documentation (the "Licensed Products") are proprietary products of IDI under U.S. and international copyright law and disclosed to you by IDI in confidence. You shall take all reasonable steps to safeguard the Licensed Products. IDI owns and retains all copyright, trademark, trade secret and other proprietary rights in and to the Licensed Products. This agreement conveys to you only a non-exclusive, non-transferable and limited right of use, revocable at any time. At any time, IDI may, in its sole discretion, without prior notification and without limiting its remedies or incurring any liability to Customer, either temporarily discontinue or permanently terminate the furnishing of the Software or Service to Customer in whole or in part. The Customer's failure to make timely payment of any amount due IDI shall permit IDI to cancel the Service without further notice to the Customer. IDI reserves the right to charge a reconnect fee for any discontinued Service that is later reconnected.

5. Service Level Agreements.

If IDI requires payment from you for use of the Service, such payment may be required to be made in advance and failure to make such payment, in the amounts and in accordance with the terms and conditions of IDI, as may from time to time be modified or changed by IDI, access to the Service may be terminated without any notice to Customer. Customer shall obtain access to the Service via the Internet, subject to conditions generally beyond the control of IDI, including the type and condition of the equipment (computer, modem, etc.) of Customer. You agree and recognize that the Service may be temporarily unavailable or limited and may be temporarily interrupted or curtailed due to equipment modifications, upgrades, relocations, repairs, and similar activities necessary for the proper operation of Service. IDI reserves the right to disconnect a connection after fifteen (15) minutes of inactivity, as detected by IDI through electronic means. This time is

approximate and subject to change without notice in IDI's sole discretion. Electronic or mechanical means to avoid an inactivity disconnect are strictly prohibited. Electronic or mechanical means include, but are not limited to, employing electronic or software auto-dialer features to maintain an active connection. IDI reserves the right to electronically audit connections to enforce the above requirements.

6. Disclaimers.

THE SOFTWARE AND SERVICE IS PROVIDED "AS IS" AND AT YOUR OWN RISK. IDI DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, INFRINGEMENT OR AS TO THE QUALITY, UTILITY OR PERFORMANCE OF THE IDI SOFTWARE, ALL OF WHICH ARE HEREBY EXPRESSLY EXCLUDED. IN NO EVENT SHALL IDI BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO SPECIAL, EXEMPLARY, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EXPENSES, CHARGES OR CLAIMS, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF BUSINESS OR BUSINESS OPPORTUNITY, LOSS OF USE, AND ETC., ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE OR FOR ANY CLAIM BY ANY ENTITY NOT A PARTY TO THIS AGREEMENT. IDI does not warrant that the Software or Service will meet your requirements or that the Software, its use, operation or your ability to use the Software or Service will be uninterrupted or error-free or that all Software errors will be corrected.

7. Limitations of Liability.

IDI shall have no liability with respect to any obligations or liabilities arising from the terms and conditions of this Agreement for special, exemplary, punitive, indirect, incidental or consequential damages, expenses, charges or claims, even if it has been advised of the possibility of such damages, expenses, charges or claims. The liability of IDI for actual proven damages, expenses, charges or claims for any cause whatsoever, including but not limited to liability arising out of contract, tort, including, but not limited to negligence and strict liability, shall be the "Liability Limitation Amount" as defined herein. The Liability Limitation Amount shall be the lesser of (i) the actually proven damages, expenses, charges or claims; or (ii) \$10.00 U.S.

8. Indemnity.

Customer shall indemnify and hold harmless IDI from and against any loss, cost, claim, liability, damage, or expense (including reasonable attorneys' fees) to third parties, relating to or arising from the use of the Software or Service by Customer or any of their personnel, whether or not Customer has knowledge of or has authorized such access or use, including, without limitation, claims for libel, slander, invasion of privacy, infringement of copyright, patent infringement (where Customer has used, connected, or combined the Service with the products or services of others), negligence, or tortious behavior. Customer agrees to indemnify IDI and any entities from whom IDI obtains network services, and to hold IDI and any such entities from whom IDI obtains network services harmless from any claims resulting solely from the use of the Service by Customer or Customer's end users that causes damage to IDI and any entities from whom IDI obtains network services or that violates the law.

9. Binding Arbitration and Class Action Waiver.

This Section applies if you live in (or, if a business, your principal place of business is in) the United States. If you and IDI have a dispute, you and IDI agree to try for 60 days to resolve it informally. If you and IDI can't, you and IDI agree to binding individual arbitration before the American Arbitration Association under the Federal Arbitration Act ("FAA"), and not to sue in court in front of a judge or jury. Instead, a neutral arbitrator will decide. Class action lawsuits, class-wide arbitrations, private attorney general actions, and any other proceeding where someone acts in a representative capacity are not allowed; nor is combining individual proceedings without the consent of all parties.

10. Force Majeure.

IDI's performance under this agreement shall be excused in case of labor difficulties, governmental orders, civil commotions, acts of God, or other conditions or circumstances beyond IDI's reasonable control. IDI shall not be liable for interruptions caused by failure of equipment or services not owned by IDI, failure of communications, power outages, or other interruptions not within the complete control of IDI. IDI shall not be liable for performance deficiencies caused or created by Customer's equipment. IDI shall not be liable if changes in operation, procedures, or services require modification or alteration of Customer's, or Customer's users' equipment, render the same obsolete or otherwise affect its performance. There shall be no credits, reductions, or setoff against the charges for Service for downtime or interruption of Service. A credit allowance will not be given for mistakes, omissions, interruptions, delays, errors, defects or curtailments in the Service caused by the negligence or willful act of Customer, or mistakes, omissions, interruptions, delays, errors or defects caused by failure of Customer equipment, act of God or of Service.

11. Relationship of the Parties.

You and IDI are independent contractors, and nothing in this agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between us. You will have no authority to make or accept any offers or representations on IDI's behalf. This agreement will not create an exclusive relationship between you and IDI. Nothing expressed or mentioned in or implied from this agreement is intended or will be construed to give to any person other than the parties to this agreement any legal or equitable right, remedy, or claim under or in respect to this agreement. This agreement and all of the representations, warranties, covenants, conditions, and provisions in this agreement are intended to be and are for the sole and exclusive benefit of you and IDI. As between you and IDI, you will be solely responsible for all obligations associated with the use of any third party service or feature that you permit us to

use on your behalf, including compliance with any applicable terms of use. You will not make any statement, whether on your site or otherwise, that would contradict anything in this section.

12. Termination.

This agreement is in effect from the date you first access the Software until terminated. You may terminate the agreement at any time by notifying IDI of your intention to cease use of the software. The agreement also terminates if you fail to comply with any terms and conditions of this agreement. In such event, you agree to cease use of the Software and IDI will be entitled to all remedies available by law.

13. Export Controls.

The Customer agrees that the Software, including technical data and Documentation, may be subject to U.S. export control laws, including the U.S. Export Administration Act and its associated regulations, and may be subject to export or import regulations in other countries. Customer agrees to comply strictly with all such regulations and acknowledges that it has the responsibility to obtain licenses to export, re-export, or import the Software.

14. General.

This agreement shall be governed by and construed in accordance with the laws of the State of Minnesota, United States of America, as if performed wholly within the state and without giving effect to the principles of conflict of law. If any portion hereof is found to be void or unenforceable, the remaining provisions of this agreement shall remain in full force and effect. This agreement constitutes the entire agreement between the parties with respect to the use of the Software. Customer may not assign this agreement and any rights provided herein without the prior written consent of IDI. This agreement will be binding on, inure to and be enforceable against the parties and their respective successors and assigns. IDI retains the right in our sole discretion to determine the content, appearance, design, functionality, and all other aspects of the Software and Services, including by redesigning, modifying, removing, or restricting access to any of them.

15. Subscriber Access.

The Software may require you to obtain a user identification and password for access and use, and certain specific services may require additional codes. You shall use reasonable endeavors, including reasonable security measures relating to access, to ensure that no unauthorized person, including any employee or contractor for any parent, subsidiaries, affiliated entities or third parties, gains access to the Software without our prior written consent. You are solely responsible for maintaining the confidentiality of the user identification, passwords and codes ("User Information") assigned to you for any activity that occurs under your account as a result of your failing to keep User Information secure and confidential. You shall promptly inform us in writing of any need to deactivate or replace any User Information due to security concerns. IDI will not be held liable for any harm related to theft of your User Information, your disclosure of your User Information, or your authorization to allow another person or entity to access and use the Services using your User Information. You agree to notify us immediately as soon as you become aware of any unauthorized use of your User Information. You may not use anyone else's User Information at any time without the express permission and consent of the holder of that User Information and IDI.

16. Code of Conduct.

The access and use provided to you in the Agreement to the Services does not give you the right to: (i) use the Software for any unlawful purpose or in any manner not permitted by the EULA Agreement; (ii) use the Software in any manner which could damage, disable, overburden or impair the Software or interfere with any other party's use and enjoyment of the Software; (iii) modify or change the Software; (iv) reverse engineer, decompile, decrypt, hack, emulate, exploit, disassemble or make any attempt to discover the source codes relevant to the Software; (v) circumvent or bypass any technological protection measures in or relating to the Software; or (vi) publish, copy, rent, lease, sell, export, import, distribute, or lend or make the Software available to any third party not previously approved by us; (vii) to access, monitor or copy any content or information of the Software using any "robot", "spider", "deep link", "scraper" or other automated means, methodology, algorithm or device or any manual process for any purpose; or (v) to obtain or attempt to obtain any materials, code, documents or information through any means not purposely made available through the Software, unless we expressly authorize you to do so.

You, your employees or agents shall perform no penetration or vulnerability testing ("Penetration Tests") of the Software. Penetration Tests include any effort to identify design, and/or functionality, issues in the infrastructure of our systems, or of the networks connected to our systems which probe for weaknesses in the network perimeters or other infrastructure elements as well as weaknesses in process or technical countermeasures relating to our systems that could be exploited by a malicious party.

17. Important Company Intellectual Property.

You acknowledge that Software constitute commercially valuable, proprietary products, the design and development of which reflect the effort of skilled development experts and the investment of considerable time and money. You further acknowledge that IDI shall retain all right, title and interest in the Intellectual Property (including application development, business and technical methodologies, and implementation and business processes, used by us to develop or provide Software), and any and all updates, enhancements, customizations, revisions, modifications, future releases and any other changes relating to the foregoing. Except for limited access and use rights granted pursuant to the Agreement, you do not acquire any interest in Software. You agree that any suggestions, enhancements requests, feedback, recommendations or other information provided by you, or any of your employees relating to Software may be used by IDI without restriction or obligation to you.

18. Billing.

You are responsible for the payment of any and all Services or License Fees. We reserve the right to charge a reconnect fee for any discontinued Services access that is subsequently reconnected. In addition to the Services Fees, you shall pay all sales, use, value added or other taxes, federal, state or otherwise, however designated, which are levied or imposed by reason of the transactions contemplated by the Agreement excluding income taxes. All invoices are due and payable net 30 days from the invoice date. You agree that we may charge a late fee of one and one-half percent (1 ½%) per month (18% APR) on all outstanding balances and you shall pay all costs of collection, including legal expenses and attorney fees at any time paid or incurred by us, in the collection of any amounts due us from you. The liability for attorney fees is not contingent upon a suit being filed by us.

19. Mapping Limitations.

All maps are provided for REFERENCE AND INFORMATIONAL PURPOSES ONLY. All map features contained therein are APPROXIMATIONS, and are not necessarily accurate to surveying or engineering standards. We make no representation, warranty or guarantee as to the content contained on any map (which may have been derived from third party sources), regarding accuracy, timeliness, or completeness of any of the data provided therein, and assume no legal responsibility for the information contained on any map. Any use of any map with respect to accuracy and precision shall be your sole responsibility and you should not act, or abstain from acting, based upon mapping information obtained from the Software.

20. Data Ownership.

All data entered into, saved or stored within the Software remains wholly-owned by IDI. IDI may, without any notification, aggregate and extract data for the purpose of performing data analytics and business intelligence activities. Detailed or user identifiable data will not be shared with any users except the specific user that data pertains to. Other data contained within the Software may be consolidated, summarized and shared with users by IDI with the intent to provide performance and metrics information to the individual or user community and will not be individual user identifiable. Should a user decide to no longer use the Software, the existing data remains the property of IDI and may or may not be removed from the Software at IDI's discretion.