

Auction Flex Auction Management Software License, Gavel Buddy Auction Management Software (Standalone) License, Gavel Buddy Auction Management Web Services Access, Auction Flex Cloud Services Access, Auction Flex 360 Services Access, and Media Warranty Terms

These Auction Flex Auction Management Software License, Gavel Buddy Auction Management Software (Standalone) License, Gavel Buddy Auction Management Web Services Access, Auction Flex Cloud Services Access, Auction Flex 360 Services Access, and Media Warranty Terms (these “Terms”), together with our [Privacy Policy](#), govern your access to and use of specific 402 products and services that you have selected and registered for, which may include our Auction Flex Cloud Services (“Cloud Services”) and/or our Auction Flex Auction Management Software, including any future versions or upgrades or free trials of the Auction Flex Software which may be made available from time to time (“Auction Flex Software”), and/or our Auction Flex 360 Services (“Auction Flex 360 Services”) and/or our Gavel Buddy Auction Management (Standalone) Software, including any future versions or upgrades or free trials of the Gavel Buddy Software which may be made available from time to time (“Gavel Buddy Software”), and/or our Gavel Buddy Auction Management Web Services (“Gavel Buddy Web Services”), including any related applications or information to such products and services which may be made available from time to time. Our Cloud Services, our Auction Flex Software, our Gavel Buddy Software, our Gavel Buddy Web Services, and our Auction Flex 360 Services are provided by 402 Ventures, LLC, a Delaware Limited Liability Company with a registered address of 251 Little Falls Drive, Wilmington, Delaware 19808, USA (“402,” “we,” “our,” or “us”). “(Y)ou”, “your”, or “Subscriber” refers to the user accessing and using our Websites, our Auction Flex Software, and/or our Gavel Buddy Software, and/or our Gavel Buddy Web Services, and/or our Cloud Services and/or our Auction Flex 360 Services, and may refer to an individual or an entity. Our “Websites” shall mean collectively <http://www.auctionflex.com/>, <https://auctionflex360.com>, <http://www.gavelbuddy.com/> and <http://www.hibid.com/> .

THESE TERMS ARE A BINDING CONTRACT BETWEEN YOU AND 402. PLEASE READ THEM CAREFULLY. BY CLICKING ACCEPT OR CLICKING SUBMIT SIGNATURE OR BY ACCESSING AND USING OUR CLOUD SERVICES AND/OR OUR AUCTION FLEX SOFTWARE AND/OR OUR GAVEL BUDDY SOFTWARE AND/OR OUR GAVEL BUDDY WEB SERVICES AND/OR OUR AUCTION FLEX 360 SERVICES YOU CONFIRM YOU HAVE READ, UNDERSTOOD AND AGREE TO BE BOUND BY THESE TERMS. WE RECOMMEND THAT YOU PRINT A COPY OF THESE TERMS FOR FUTURE REFERENCE.

IF YOU DO NOT AGREE WITH THESE TERMS, YOU WILL HAVE NO LICENSE OR RIGHT TO ACCESS OR USE THE AUCTION FLEX SOFTWARE AND/OR INFORMATION RELATED TO IT, AND/OR THE CLOUD SERVICES AND/OR OUR GAVEL BUDDY SOFTWARE AND/OR OUR GAVEL BUDDY WEB SERVICES AND/OR THE AUCTION FLEX 360 SERVICES AND YOU

SHOULD DELETE THE AUCTION FLEX SOFTWARE AND INFORMATION RELATED TO IT, AND THE GAVEL BUDDY SOFTWARE AND YOU SHOULD NOT ACCESS THE GAVEL BUDDY WEB SERVICES AND THE CLOUD SERVICES AND THE AUCTION FLEX 360 SERVICES FROM YOUR SYSTEM(S).

SECTION 1: DESCRIPTION OF PRODUCTS AND SERVICES

Auction Flex Auction Management Software (“Auction Flex Software”): The Auction Flex Software is a downloadable desktop software that runs locally on the Subscriber’s computer(s)/workstation(s). The Auction Flex Software is used in conjunction with the Cloud Services. When Cloud Services user seats are added to the services provided to the Subscriber, then the Auction Flex Software backs the Subscriber’s data up in the Auction Flex Cloud and the Cloud Services allows the Auction Flex Software to communicate with other Subscriber computers/workstations that the Subscriber is running the Auction Flex Software on.

Auction Flex Cloud Services (“Cloud Services”): The Cloud Services allows the Auction Flex Software to backup the Subscriber’s data in the Auction Flex Cloud and the Cloud Services allows the Auction Flex Software to communicate with other Subscriber workstations/computers which the Subscriber is running the Auction Flex Software on. Cloud Services are used in conjunction with the Auction Flex Software.

Auction Flex 360 Services (“Auction Flex 360 Services”): The Auction Flex 360 Services are a web based version of the Auction Flex Software that runs through a browser on any device. The Auction Flex 360 Services are not used in conjunction with the Cloud Services.

Gavel Buddy Auction Management Software -Standalone (“Gavel Buddy Software”): The Gavel Buddy Software is a downloadable desktop software that runs locally on the Subscriber’s computer(s)/workstation(s). The Gavel Buddy Software is not used in conjunction with the Cloud Services.

Gavel Buddy Web Services (“Gavel Buddy Web Services”): The Gavel Buddy Web Services are a web based version of the Gavel Buddy Software that runs through a browser on any device. The Gavel Buddy Web Services are not used in conjunction with the Cloud Services.

HiBid (“HiBid”): HiBid is the name of 402’s Integrated Web Service and Internet Bidding Solution. HiBid is unique in that it is both a private-label solution and a portal. Auction Flex Software/Auction Flex 360 and HiBid were built to work seamlessly and in conjunction with each other. Gavel Buddy Software/Gavel Buddy Web Services also work seamlessly and in conjunction with HiBid. HiBid is one of 402’s Websites located at <http://www.hibid.com/>.

SECTION 2: AUCTION FLEX SOFTWARE LICENSE, GAVEL BUDDY SOFTWARE LICENSE, AND TERMS OF ACCESS TO SERVICES

The license provided to the Subscriber for the Auction Flex Software or the Gavel Buddy Software and the provision of rights to access the Cloud Services and/or the Auction Flex 360 Services and/or the Gavel Buddy Web Services, is subject to and dependent on which 402 product(s) and/or services the Subscriber has selected, registered for, accessed, and paid for.

- a. If the Subscriber has selected, registered for, accessed and paid for a predefined number of workstations/computers for the Auction Flex Software and our Cloud Services, then, subject to your strict compliance with these Terms, 402 hereby grants Subscriber a non-exclusive, non-transferable, non-sublicensable, limited license to download, install and use the Auction Flex Software, including any future versions or upgrades or free trials of the Auction Flex Software, for your internal business purpose on a predefined number of workstations/computers, which you provide and are under your direct control. 402 also hereby grants Subscriber a non-exclusive, non-transferable, non-sublicensable, limited right to access and use the Cloud Services for your internal business purpose for a predefined number of Cloud Service users, which are under your direct control, solely in accordance with these Terms (collectively the “Auction Flex Software License and Cloud Services Access Rights”). All rights in the Auction Flex Software and Cloud Services not expressly granted in these Terms are reserved to 402.
- b. If the Subscriber has selected, registered for, accessed and paid for a predefined number of user seats for the Auction Flex 360 Services, then, subject to your strict compliance with these Terms, 402 hereby grants Subscriber a non-exclusive, non-transferable, non-sublicensable, limited right to access and use the Auction Flex 360 Services for your internal business purpose for a predefined number of Auction Flex 360 Service users, which are under your direct control, solely in accordance with these Terms (“Auction Flex 360 Services Access Rights ”). All rights in the Auction Flex 360 Services not expressly granted in these Terms are reserved to 402.
- c. If the Subscriber has selected, registered for, accessed and paid for a predefined number of workstations/computers for the Gavel Buddy Software, then, subject to your strict compliance with these Terms, 402 hereby grants Subscriber a non-exclusive, non-transferable, non-sublicensable, limited license to download, install and use the Gavel Buddy Software, including any future versions or upgrades or free trials of the Gavel Buddy Software, for your internal business purpose on a predefined number of workstations/computers, which you provide and are under your direct control, solely in accordance with these Terms (the “Gavel Buddy Software License”). All rights in the Gavel Buddy Software not expressly granted in these Terms are reserved to 402.
- d. If the Subscriber has selected, registered for, accessed and paid for a predefined number of user seats for the Gavel Buddy Web Services, then, subject to your strict compliance with these Terms, 402 hereby grants Subscriber a non-exclusive, non-transferable, non-sublicensable, limited right to access and use the Gavel Buddy

Web Services for your internal business purpose for a predefined number of Gavel Buddy Web Service users, which are under your direct control, solely in accordance with these Terms (“Gavel Buddy Web Services Access Rights ”). All rights in the Gavel Buddy Web Services not expressly granted in these Terms are reserved to 402.

SECTION 3: TERMINATION

Your rights under the Auction Flex Software License and Cloud Services Access Rights, and/or the Auction Flex 360 Services Access Rights, and/or the Gavel Buddy Software License, and/or the Gavel Buddy Web Services Access Rights and these Terms will automatically terminate without notice if, in the sole discretion and determination of 402, you fail to comply with any part of these Terms, as amended from time to time by 402. Additionally, 402 may terminate these Terms, the agreement formed by these Terms, and the Auction Flex Software License and Cloud Services Access Rights, and/or the Auction Flex 360 Services Access Rights, and/or the Gavel Buddy Software License, and/or the Gavel Buddy Web Services Access Rights at any time for any reason without any liability to you.

SECTION 4: ADDITIONAL TERMS

When you or your employees or any other individual persons or users authorized by you access or use our Websites and/or the Cloud Services and/or the Auction Flex Software and/or the Auction Flex 360 Services and/or the Gavel Buddy Software, and/or the Gavel Buddy Web Services under the rights granted to you pursuant to these Terms, and/or for whom access and use of our Websites and/or the Cloud Services and/or the Auction Flex Software and/or the Auction Flex 360 Services and/or the Gavel Buddy Software, and/or the Gavel Buddy Web Services has been purchased by you pursuant to these Terms (your “Authorized Users”), accesses and/or uses our Websites and/or our Cloud Services and/or our Auction Flex Software and/or the Auction Flex 360 Services and/or the Gavel Buddy Software, and/or the Gavel Buddy Web Services, or you create an account for you or your Authorized Users to access and/or use our Websites and/or our Cloud Services and/or our Auction Flex Software and/or the Auction Flex 360 Services and/or the Gavel Buddy Software, and/or the Gavel Buddy Web Services, then you also agree to the following terms of use governing the access and use of <http://www.hibid.com/> (“HiBid”) (each of which shall be incorporated into these Terms, as applicable, based on your or your Authorized User’s use of the Cloud Services and/or the Auction Flex Software and/or the Auction Flex 360 Services and/or the Gavel Buddy Software, and/or the Gavel Buddy Web Services and HiBid):

- a. **HiBid Terms of Use** (applicable to all that use HiBid), which is accessible by the following link: <https://hibid.com/home/termsfuse> .

- b. **HiBid Bidder User Terms** (applicable if you choose to participate in an auction using HiBid as a bidder or buyer (collectively, a “Bidder”)), which is accessible by the following link: <https://hibid.com/home/bidderuserterms>.
- c. **HiBid Seller User Terms** (applicable if you choose to conduct an auction using HiBid as a seller (“Seller”)), which is accessible by the following link: <https://hibid.com/home/selleruserterms> .

SECTION 5. USE RESTRICTIONS.

You shall not, directly or indirectly:

- (a) use the Auction Flex Software or the Cloud Services or the Auction Flex 360 Services or the Gavel Buddy Software or the Gavel Buddy Web Services except as set forth in Section 2 of this Agreement;
- (b) copy the Auction Flex Software or the Cloud Services or the Auction Flex 360 Services or the Gavel Buddy Software or the Gavel Buddy Web Services, in whole or in part;
- (c) modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Auction Flex Software or the Cloud Services or the Auction Flex 360 Services or the Gavel Buddy Software or the Gavel Buddy Web Services or any part thereof;
- (d) remove, alter, obscure, or modify any copyright or version information contained within EXEs, DLLs, APPs, or OCX/ActiveXs of the Auction Flex Software or the Cloud Services or the Auction Flex 360 Services or the Gavel Buddy Software or the Gavel Buddy Web Services;
- (e) combine the Auction Flex Software or the Cloud Services or the Auction Flex 360 Services or the Gavel Buddy Software or the Gavel Buddy Web Services or our Websites or any part thereof with, or incorporate the Auction Flex Software or the Cloud Services or the Auction Flex 360 Services or the Gavel Buddy Software or the Gavel Buddy Web Services or our Websites or any part thereof in, any other programs;
- (f) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Auction Flex Software or the Cloud Services or the Auction Flex 360 Services or the Gavel Buddy Software or the Gavel Buddy Web Services or our Websites or any part thereof;
- (g) remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices included on or in the Auction Flex Software or the Cloud Services or the Auction Flex 360 Services or the Gavel Buddy Software or the Gavel Buddy Web Services, including any copy thereof;
- (h) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise provide any access to or use of the Auction Flex Software or the Cloud Services or the Auction Flex 360 Services or the Gavel Buddy Software or the Gavel Buddy Web Services or any features or functionality of the Auction Flex Software or the Cloud Services or the Auction Flex 360 Services or the Gavel Buddy Software or the Gavel Buddy Web Services, for any reason, to any other person or entity, including any subcontractor, independent

contractor, affiliate, or service provider of Subscriber, whether or not over a network and whether or not on a hosted basis, including in connection with the internet, web hosting, wide area network (WAN), virtual private network (VPN), virtualization, time-sharing, service bureau, software as a service, cloud, or other technology or service;

(i) use the Auction Flex Software or the Cloud Services or the Auction Flex 360 Services or the Gavel Buddy Software or the Gavel Buddy Web Services or our Websites in violation of any law, regulation, or rule; or

(j) use the Auction Flex Software or the Cloud Services or the Auction Flex 360 Services or the Gavel Buddy Software or the Gavel Buddy Web Services or our Websites for purposes of competitive analysis of the Auction Flex Software or the Cloud Services or the Auction Flex 360 Services or the Gavel Buddy Software or the Gavel Buddy Web Services or our Websites, the development of a competing software, product, or service, or any other purpose that is to 402's commercial disadvantage.

SECTION 6: COLLECTION AND USE OF INFORMATION.

(a) You acknowledge and agree that 402 may, directly or indirectly collect, record, and store (i) any information regarding your use of the Auction Flex Software and/or the Cloud Services and/or the Auction Flex 360 Services and/or the Gavel Buddy Software, and/or the Gavel Buddy Web Services and/or HiBid, (ii) any data, content, documents, intellectual property, records, or settings that you select, create, input, download, store, place, or use in connection with your use the Auction Flex Software and/or the Cloud Services and/or the Auction Flex 360 Services and/or the Gavel Buddy Software, and/or the Gavel Buddy Web Services, and/or HiBid, and (iii) any information about the equipment, electronics, devices, platforms, or other applications you use to install or otherwise access or use the Auction Flex Software and/or the Cloud Services and/or the Auction Flex 360 Services and/or the Gavel Buddy Software, and/or the Gavel Buddy Web Services, and/or HiBid. You hereby grant to 402 and warrant that you have all rights necessary to grant to us, a worldwide, perpetual, irrevocable, non-exclusive, sublicensable, transferable, and royalty-free right and license to use, record, store, copy, distribute, and make available to third-parties all such data, content, and information.

(b) You agree that 402 may use the data, content, and information referred to in paragraph 6(a) for any purpose, including, but not limited to: (i) managing, operating, analyzing, updating and/or improving the Auction Flex Software and/or the Cloud Services and/or the Auction Flex 360 Services and/or the Gavel Buddy Software, and/or the Gavel Buddy Web Services, and/or HiBid; (ii) developing and implementing new or enhanced tools, functionalities, and/or offerings; and (iii) verifying and enforcing compliance with these Terms and enforcing 402's rights, including all intellectual property rights in and to the Auction Flex Software and/or the Cloud Services and/or the Auction Flex 360 Services and/or the Gavel Buddy Software, and/or the Gavel Buddy Web Services, and/or HiBid.

(c) Without limiting any rights of 402 set forth herein or otherwise, you expressly acknowledge and agree that 402 may disclose or transfer the data, content, and information referred to in paragraph 6(a) when legally obligated to (as we may determine in our sole discretion) in relation to legal or regulatory requirements or in order to comply with and/or respond to requests from governmental bodies or agencies, law enforcement, or regulatory

authorities in relation to investigations, litigation, audits, or administrative proceedings (as we may determine in our sole discretion).

SECTION 7: DISCLAIMER; NO WARRANTY.

TO THE FULLEST EXTENT PERMITTED BY LAW, OUR WEBSITES, OUR AUCTION FLEX 360 SERVICES, OUR AUCTION FLEX SOFTWARE, OUR GAVEL BUDDY SOFTWARE, OUR GAVEL BUDDY WEB SERVICES AND OUR CLOUD SERVICES, INCLUDING ALL CONTENT, AUCTION FLEX SOFTWARE, GAVEL BUDDY SOFTWARE, FUNCTIONS, MATERIALS AND INFORMATION MADE AVAILABLE ON, STORED ON, OR ACCESSED THROUGH OUR WEBSITES, OUR AUCTION FLEX 360 SERVICES, OUR AUCTION FLEX SOFTWARE, OUR GAVEL BUDDY SOFTWARE, OUR GAVEL BUDDY WEB SERVICES, AND OUR CLOUD SERVICES, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT THAT THE FUNCTIONS CONTAINED ON OR THROUGH OUR WEBSITES, OUR AUCTION FLEX 360 SERVICES, OUR AUCTION FLEX SOFTWARE, OUR GAVEL BUDDY SOFTWARE, OUR GAVEL BUDDY WEB SERVICES AND OUR CLOUD SERVICES, OR CONTENT CONTAINED OR STORED THEREIN, WILL PERFORM AT A PARTICULAR SPEED OR RESPONSE TIME OR WILL BE ACCURATE, COMPLETE, UP-TO-DATE, AVAILABLE, ACCESSIBLE, UNINTERRUPTED, FREE FROM DOWN TIME, FREE FROM SERVICE INTERRUPTIONS, FREE FROM WEBSITE OUTAGES, RELIABLE, SECURE, OR ERROR FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT OUR AUCTION FLEX 360 SERVICES, OUR AUCTION FLEX SOFTWARE, OUR GAVEL BUDDY SOFTWARE, OUR GAVEL BUDDY WEB SERVICES, OR OUR CLOUD SERVICES OR OUR WEBSITES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU ACKNOWLEDGE AND AGREE THAT ANY TRANSMISSION OR COMMUNICATION TO AND FROM OUR WEBSITES, OUR AUCTION FLEX SOFTWARE, OUR CLOUD SERVICES, OUR AUCTION FLEX 360 SERVICES, OUR GAVEL BUDDY SOFTWARE, OUR GAVEL BUDDY WEB SERVICES, OR OUR SERVERS IS NOT CONFIDENTIAL AND YOUR COMMUNICATIONS MAY BE READ OR OTHERWISE MONITORED BY US. YOUR USE OF OUR WEBSITES, OUR AUCTION FLEX SOFTWARE, OUR CLOUD SERVICES, OUR GAVEL BUDDY SOFTWARE, OUR GAVEL BUDDY WEB SERVICES, AND OUR AUCTION FLEX 360 SERVICES IS AT YOUR SOLE RISK, INCLUDING THE RISK AS TO THE QUALITY AND PERFORMANCE OF THE WEBSITES, OUR AUCTION FLEX 360 SERVICES, OUR AUCTION FLEX SOFTWARE, OUR GAVEL BUDDY SOFTWARE, OUR GAVEL BUDDY WEB SERVICES, AND OUR CLOUD SERVICES. ANY DOCUMENTS, AUCTION FLEX SOFTWARE, GAVEL BUDDY SOFTWARE, INFORMATION, MATERIAL OR OTHER DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF OUR WEBSITES, OUR AUCTION FLEX 360 SERVICES, OUR AUCTION FLEX SOFTWARE, OUR GAVEL BUDDY SOFTWARE, OUR GAVEL BUDDY WEB SERVICES, OR OUR CLOUD SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO

YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS. ANY ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM 402 THROUGH OR FROM OUR WEBSITES, OUR AUCTION FLEX 360 SERVICES, OUR AUCTION FLEX SOFTWARE, OUR GAVEL BUDDY SOFTWARE, OUR GAVEL BUDDY WEB SERVICES, OR OUR CLOUD SERVICES SHALL NOT CREATE ANY WARRANTY, REPRESENTATIONS OR CONDITIONS, WHICH IS NOT EXPRESSLY STATED IN THESE TERMS. YOU ACKNOWLEDGE AND AGREE IT IS YOUR SOLE RESPONSIBILITY TO BACK-UP YOUR DATA, IMAGES, INFORMATION, AND OTHER FILES OWNED BY YOU TO LOCATIONS UNRELATED TO OUR AUCTION FLEX 360 SERVICES, OUR AUCTION FLEX SOFTWARE, OUR CLOUD SERVICES, OUR GAVEL BUDDY SOFTWARE, OUR GAVEL BUDDY WEB SERVICES, OR OUR WEBSITES.

SECTION 8: LIMITATION OF LIABILITY.

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES, WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF ANTICIPATED PROFITS, LOSS OF BUSINESS OR SALES, ANY LOSS OF GOODWILL OR REPUTATION, OR THE COSTS OF SUBSTITUTE GOODS OR SERVICES, EVEN IF THE INDEMNIFIED PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF, BASED ON, OR RESULTING FROM (A) OUR WEBSITES; (B) OUR CLOUD SERVICES; (C) OUR AUCTION FLEX SOFTWARE; (D) OUR AUCTION FLEX 360 SERVICES; (E) OUR GAVEL BUDDY SOFTWARE; (F) OUR GAVEL BUDDY WEB SERVICES (G) THESE TERMS; (H) ANY BREACH OF THESE TERMS BY YOU, YOUR AUTHORIZED USERS, OR A THIRD PARTY; (I) YOU, YOUR AUTHORIZED USER'S, OR ANY THIRD-PARTY'S USE OF OUR WEBSITES, OUR AUCTION FLEX 360 SERVICES, OUR AUCTION FLEX SOFTWARE, OUR GAVEL BUDDY SOFTWARE, OUR GAVEL BUDDY WEB SERVICES, OR OUR CLOUD SERVICES; (J) ANY INFORMATION YOU OR YOUR AUTHORIZED USERS DOWNLOAD FROM OR UPLOAD OR OTHERWISE STORE ON OR THROUGH OUR WEBSITES, OR OUR AUCTION FLEX 360 SERVICES, OR OUR AUCTION FLEX SOFTWARE, OR OUR GAVEL BUDDY SOFTWARE, OR OUR GAVEL BUDDY WEB SERVICES, OR OUR CLOUD SERVICES; (K) ANY INTERACTION BETWEEN OUR WEBSITES, OUR AUCTION FLEX 360 SERVICES, OUR AUCTION FLEX SOFTWARE, OUR GAVEL BUDDY SOFTWARE, OUR GAVEL BUDDY WEB SERVICES, OR OUR CLOUD SERVICES AND ANY THIRD PARTY; (L) YOUR BUSINESS, YOUR CONTENT OR DATA, AND THIRD PARTY DATA; (M) ANY ACTUAL OR ATTEMPTED COMMUNICATION OR ACTUAL OR ADVERTISED TRANSACTION THROUGH OUR WEBSITES, OR OUR AUCTION FLEX 360 SERVICES, OR OUR AUCTION FLEX SOFTWARE, OR OUR GAVEL BUDDY SOFTWARE, OR OUR GAVEL BUDDY WEB SERVICES, OR OUR CLOUD SERVICES; (N) ANY NON-ACCESABILITY OR DOWNTIME OF OUR WEBSITES, OR OUR AUCTION FLEX 360 SERVICES, OR OUR AUCTION FLEX SOFTWARE, OR OUR GAVEL BUDDY SOFTWARE, OR OUR GAVEL BUDDY WEB SERVICES, OR OUR CLOUD SERVICES; (O) ANY WEBSITE OUTAGES OR INTERRUPTION OR FAILURE OF

OUR WEBSITES, OR OUR AUCTION FLEX 360 SERVICES, OR OUR AUCTION FLEX SOFTWARE, OR OUR GAVEL BUDDY SOFTWARE, OR OUR GAVEL BUDDY WEB SERVICES, OR OUR CLOUD SERVICES; (P) ANY FAILURE TO COMPLETE A TRANSACTION ON THE INTERNET OR USING OUR WEBSITES, OR OUR AUCTION FLEX 360 SERVICES, OR OUR AUCTION FLEX SOFTWARE, OR OUR GAVEL BUDDY SOFTWARE, OR OUR GAVEL BUDDY WEB SERVICES, OR OUR CLOUD SERVICES; (Q) ANY INTERRUPTION OR FAILURE OF A THIRD PARTY'S CLOUD SERVICES, SOFTWARE, EQUIPMENT OR NETWORK; (R) DELETION OF FILES, LOSS OF DATA OR DISCLOSURE OF CREDIT/DEBIT CARD OR PAYMENT METHOD INFORMATION; (S) DELAYS IN OPERATION; (T) LOSS OF DATA RESULTING FROM DELAYS, NON-DELIVERIES OR SERVICE INTERRUPTIONS BY ANY CAUSE; AND (U) ANY PRODUCT SOLD OR DISTRIBUTED BY YOU THROUGH OUR WEBSITES, OR OUR AUCTION FLEX 360 SERVICES, OR OUR AUCTION FLEX SOFTWARE, OR OUR GAVEL BUDDY SOFTWARE, OR OUR GAVEL BUDDY WEB SERVICES, OR OUR CLOUD SERVICES.

IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, PRODUCT LIABILITY OR OTHERWISE) ARISING FROM THESE TERMS OR YOUR USE OF OUR WEBSITES, OR OUR AUCTION FLEX 360 SERVICES, OR OUR AUCTION FLEX SOFTWARE, OR OUR GAVEL BUDDY SOFTWARE, OR OUR GAVEL BUDDY WEB SERVICES, OR OUR CLOUD SERVICES EXCEED, IN THE AGGREGATE, THE AMOUNT OF FEES EARNED BY US FROM YOU IN THE PRIOR TWELVE (12) MONTHS IN CONNECTION WITH OUR PROVIDING YOU OUR AUCTION FLEX 360 SERVICES, OR THE AUCTION FLEX SOFTWARE AND OUR CLOUD SERVICES, OR OUR GAVEL BUDDY SOFTWARE, OR OUR GAVEL BUDDY WEB SERVICES WHICHEVER IS LESS.

SECTION 9: YOUR LIABILITY

Except as provided in these Terms and to the maximum extent permitted by law, you assume all liability for any and all loss (a) related to your business, to services you provide and/or to products you sell; (b) related to any third party data; (c) related to your receipt or use of our Websites, or our Auction Flex 360 Services, or our Auction Flex Software, or our Cloud Services, or the Gavel Buddy Software, or the Gavel Buddy Web Services; (d) related to your compliance with applicable laws, including but not limited to applicable data protection laws; (e) under the indemnities set out in Section 10; and (f) for your negligence, fraud, or any willful or deliberate acts or omissions.

SECTION 10: INDEMNIFICATION.

You will indemnify, defend, and hold us, our subsidiaries, affiliates, and each of their respective officers, directors, employees, agents, successors, and assigns (the "Indemnified Parties"), harmless from and against any claim or demand (including reasonable attorneys' and experts' fees and costs) or any and all loss, arising out of or in any way connected with: (a) your business, your provision of your business, and your obtainment of any necessary licenses, permissions, authorizations, consents or permits required under applicable law;

(b) 402's receipt of, use of, and reliance upon any of your content, your information or data, or third party data; (c) Your receipt of, use of, and reliance upon our Websites, our Auction Flex 360 Services, our Auction Flex Software, our Cloud Services, our Gavel Buddy Software, or our Gavel Buddy Web Services; (d) any breach or alleged breach of any of the representations, warranties or covenants made by you in these Terms; (e) a violation or alleged violation of applicable law, including but not limited to applicable data protection laws, by you, your affiliates, your employees, or your Authorized Users; (f) any breach of these Terms by you, your affiliates, your employees, or your Authorized Users; and (g) you or your Authorized Users violation of any law or rights of a third party, including but not limited to violations of applicable data protection laws, trademark or copyright laws or intellectual property laws. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and you shall not in any event settle any matter without our written consent. While some jurisdictions may limit your liability hereunder, this indemnity shall apply to the fullest extent permissible by applicable law.

SECTION 11: INTELLECTUAL PROPERTY

402 is the sole owner of all rights, title, and interest in and to our Websites, our Auction Flex 360 Services, our Auction Flex Software, our Cloud Services, our Gavel Buddy Software, our Gavel Buddy Web Services and HiBid, and such rights, title and interest are protected by United States copyright, trademark and other laws. The unauthorized use of 402's rights, title, and interest in and to our Websites, our Auction Flex 360 Services, our Auction Flex Software, our Cloud Services our Gavel Buddy Software, our Gavel Buddy Web Services, or HiBid may violate these laws and/or applicable communications regulations and statutes, and is strictly prohibited. Except for the limited licenses and limited right of access expressly granted to you in these Terms, 402 reserves for itself and its licensors all other rights, titles and interest in our Websites, our Auction Flex 360 Services, our Auction Flex Software, our Cloud Services, our Gavel Buddy Software, our Gavel Buddy Web Services, and HiBid. Your use of and access to our Websites, and/or our Auction Flex 360 Services, and/or our Auction Flex Software, and/or our Cloud Services, and/or our Gavel Buddy Software, and/or our Gavel Buddy Web Services and/or HiBid does not transfer to you any right, title, or interest to our Websites, our Auction Flex 360 Services, our Auction Flex Software, our Cloud Services, our Gavel Buddy Software, our Gavel Buddy Web Services, or HiBid, and you must preserve all copyright, trademark, service mark and other proprietary notices contained in or on our Websites, our Auction Flex 360 Services, the Auction Flex Software, the Cloud Services, the Gavel Buddy Software, the Gavel Buddy Web Services, and HiBid on any authorized copy you make pursuant to your rights in these Terms.

SECTION 12: EXPORT REGULATION AND SANCTIONED PARTIES.

(a) The Auction Flex 360 Services and the Auction Flex Software and the Cloud Services and the Gavel Buddy Software, and the Gavel Buddy Web Services may be subject to U.S. Export Control Laws and Regulations, including the U.S. Export Administration Act and its associated regulations. You shall not, directly or indirectly, export, re-export, or release

the Auction Flex 360 Services, the Auction Flex Software, the Gavel Buddy Software, the Gavel Buddy Web Services, or the Cloud Services to, or make the Auction Flex 360 Services, the Auction Flex Software, the Gavel Buddy Software, the Gavel Buddy Web Services, or the Cloud Services accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. You shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Auction Flex 360 Services, the Auction Flex Software, the Gavel Buddy Software, the Gavel Buddy Web Services, and the Cloud Services available outside of the United States.

(b) You represent and warrant on an ongoing basis that you and your Authorized Users: (i) are not Sanctioned Parties; (ii) will not provide access to our Websites, and/or our Auction Flex 360 Services, and/or our Auction Flex Software, and/or our Cloud Services, and/or our Gavel Buddy Software, and/or our Gavel Buddy Web Services and/or HiBid to any Sanctioned Party; (iii) will not access our Websites, and/or our Auction Flex 360 Services, and/or our Auction Flex Software, and/or our Cloud Services, and/or our Gavel Buddy Software, and/or our Gavel Buddy Web Services and/or HiBid from a country subject to Sanctions List and/or applicable embargoes; and (iv) will not use any Sanctioned Party in any manner in connection with these Terms. Your rights under the Auction Flex Software License and Cloud Services Access Rights, and/or the Auction Flex 360 Services Access Rights, and/or the Gavel Buddy Software License, and/or the Gavel Buddy Web Services Access Rights and these Terms will automatically terminate without notice if, in the sole discretion and determination of 402, you fail to comply with any part of this Section 12, without prejudice to any other rights available by law or contract.

(c) As used herein “Sanctions List” means each of: (i) the OFAC list of Specially Designated Nationals (“SDN List”); (ii) the UK HM Treasury Consolidated List of Sanctions Targets; (iii) the EU Consolidated List of Persons, Groups, and Entities Subject to EU Financial Sanctions; (iv) the U.S. Department of Commerce Bureau of Industry and Security Entity List; or (v) any other applicable sanctions lists.

(d) As used herein “Sanctioned Party” means any person (entity or individual) who is subject to sanctions or export controls imposed by the United States, United Kingdom, European Union or other applicable authority, including, but not limited to any person: (i) identified on any Sanctions List; or (ii) who is 50 percent or more owned, directly or indirectly, individually or in the aggregate, or otherwise controlled, by any person identified in this Section 12(d)(i) hereof.

SECTION 13: RESPONSIBILITY FOR YOUR SALES, SALES TAXES, AND USE OF AUCTION FLEX SOFTWARE, GAVEL BUDDY SOFTWARE, AND SERVICES.

(a) You acknowledge and agree that Auction Flex 360 Services, Auction Flex Software, the Cloud Services, the Gavel Buddy Software, the Gavel Buddy Web Services, and HiBid are not a marketplace(s), and any sales transactions made and/or recorded by you or your Authorized Users using Auction Flex 360 Services, Auction Flex Software, the Cloud

Services, the Gavel Buddy Software, the Gavel Buddy Web Services, and/or HiBid are directly between you and your customer. You are the seller of record of all items, products, and services that you or your Authorized Users sell or record when using Auction Flex 360 Services, Auction Flex Software, the Cloud Services, the Gavel Buddy Software, the Gavel Buddy Web Services, and/or HiBid.

(b) You are solely responsible for the goods and services that you may sell or record in connection with your use of the Auction Flex 360 Services, Auction Flex Software, Cloud Services, Gavel Buddy Software, Gavel Buddy Web Services, and/or HiBid (including description, price, fees, tax that you calculate, defects, required legal disclosures, regulatory compliance, offers or promotional content), including compliance with any applicable laws or regulations.

(c) You acknowledge and agree that you are solely responsible and liable for determining, collecting, withholding, reporting, and remitting applicable taxes, duties, fees, surcharges, and additional charges that arise from or as a result of any sale of products or services that you or your Authorized Users make, transact, or record in connection with your use of Auction Flex 360 Services, Auction Flex Software, the Cloud Services, the Gavel Buddy Software, the Gavel Buddy Web Services, and/or HiBid.

(d) 402 is not responsible for determining whether tax applies to any of your sales transactions with your customers or for withholding, collecting, reporting, or remitting any tax arising from your sales transactions with your customers. 402 does not give tax advice, and nothing 402 says or does should be interpreted as such, including 402 providing you with the opportunity to learn about, and separately utilize, tax-related services or solutions. The payment and collection of applicable taxes (including income, sales, property, excise, import, export, VAT and other taxes or duties associated with your sales transactions with your customers) must be, and are, your exclusive responsibility. Generally speaking, it is a seller's responsibility to determine what taxes, if any, apply to a transaction and to collect, report, and/or remit the correct tax to the appropriate tax authority; however, to the extent that you have any questions about your own payment, collection, reporting or remittance obligations, you should consult a qualified tax advisor.

(e) You are responsible and liable for all your uses of the Auction Flex 360 Services, Auction Flex Software, Cloud Services, Gavel Buddy Software, Gavel Buddy Web Services, and/or HiBid through the access thereto provided to you directly or indirectly, and which you provide directly or indirectly to your Authorized Users. Specifically, and without limiting the generality of the foregoing, you are responsible and liable for all actions and failures to take required actions with respect to our Auction Flex 360 Services, our Auction Flex Software, the Cloud Services, the Gavel Buddy Software, the Gavel Buddy Web Services, and HiBid by your Authorized Users or by any other person to whom you or your Authorized Users may provide access to or use of our Auction Flex 360 Services, our Auction Flex Software, the Cloud Services, the Gavel Buddy Software, the Gavel Buddy Web Services, or HiBid, whether such access or use is permitted by or in violation of these Terms.

(f) You are responsible for acquiring, installing, maintaining and configuring your information technology, computer programs, communications lines, equipment, platforms and related technology necessary to access or use our Websites and our Auction Flex 360 Services, and our Auction Flex Software, and our Gavel Buddy Software, and our Gavel Buddy Web Services, and our Cloud Services. You should use your own virus protection software.

SECTION 14: AUTHORIZED USER USERNAMES AND PASSWORDS

You agree you are responsible for your Authorized Users usernames and passwords and their use of such usernames and passwords for all licenses to the Auction Flex Software and access to our Cloud Services, and/or licenses to the Gavel Buddy Software, and/or access to the Gavel Buddy Web Services, and/or access to the Auction Flex 360 Services which you are contracting for pursuant these Terms. You agree should you have any questions concerning any use of any Authorized User username or password, you will make every attempt to resolve the issue directly with 402. You will maintain the security of your Authorized User usernames and passwords, and notify us immediately if you suspect that such security has been breached, and accept all risks of authorized and unauthorized access to the Auction Flex 360 Services and/or the Auction Flex Software and/or our Cloud Services and/or the Gavel Buddy Software and/or the Gavel Buddy Web Services and the information you provide to us. You also acknowledge and agree to indemnify and hold harmless 402 for any loss you incur in relation to disclosing Authorized User username and password information to 402, unless such loss is due to 402's intentional misconduct or gross negligence. You shall be responsible for any breach of these Terms by your Authorized Users. Further, you shall be responsible for compliance with these Terms by your Authorized Users accessing and using our Auction Flex 360 Services and/or our Auction Flex Software and/or our Cloud Services and/or the Gavel Buddy Software and/or the Gavel Buddy Web Services. Further you shall be responsible for informing 402 when any of your Authorized Users have had their authorization for access and use of the Auction Flex 360 Services and/or the Auction Flex Software and/or our Cloud Services and/or the Gavel Buddy Software and/or the Gavel Buddy Web Services revoked by you.

SECTION 15: ACCOUNT ADMINISTRATOR DESIGNATION

You agree to designate a single Authorized User to be the account administrator for the Subscriber. You acknowledge and agree the Authorized User designated as your account administrator will be the only person allowed to make changes to your account and/or receive usernames, passwords and other information related to any account provided to you pursuant our Auction Flex 360 Services and/or our Auction Flex Software and/or our Cloud Services and/or the Gavel Buddy Software and/or the Gavel Buddy Web Services.

SECTION 16: PRICING POLICY

You agree to pay us our then-current fees for your use of our Auction Flex 360 Services and the Auction Flex Software and the Cloud Services and the Gavel Buddy Software and

the Gavel Buddy Web Services and HiBid. You further agree to pay us the balance due on your account on a regular, recurring monthly basis. Pricing and fees for our Auction Flex 360 Services and the Auction Flex Software and the Cloud Services and the Gavel Buddy Software and the Gavel Buddy Web Services and HiBid is determined in accordance with the pricing and fees published on our Websites and which are accessible by the following links: <https://www.auctionflex.com/pricing.htm>, <https://www.auctionflex.com/auction-flex-360-plans.htm>, <https://www.gavelbuddy.com/price/>, and <https://www.auctionflex.com/hibid-pricing.htm> (the “Pricing Pages”) which may be amended from time to time by 402. You acknowledge and agree it is your responsibility to review and understand the pricing and fees published on the Pricing Pages before accepting these Terms, and you acknowledge and agree it is your responsibility to monitor the Pricing Pages for any changes. You agree, should you have any questions concerning the prices or fees for our Auction Flex 360 Services and/or the Auction Flex Software and/or the Cloud Services and/or the Gavel Buddy Software and/or the Gavel Buddy Web Services and/or HiBid, this Pricing Policy, and/or the Pricing Pages, you will make every attempt to resolve the issue directly with 402. Please contact your 402 representative for more information regarding current fees applicable to our Auction Flex 360 Services and/or the Auction Flex Software and/or the Cloud Services and/or the Gavel Buddy Software and/or the Gavel Buddy Web Services and/or HiBid. To view today’s current pricing and fees published on the Pricing Pages, access the Pricing Pages through the following links:

<https://www.auctionflex.com/pricing.htm>
<https://www.auctionflex.com/hibid-pricing.htm>
<https://www.auctionflex.com/auction-flex-360-plans.htm>
<https://www.gavelbuddy.com/price/>

SECTION 17: REVISION TO THE AGREEMENT

402 reserves the right to make changes to these Terms from time to time, without your prior consent and without providing notice to you, by updating the version of these Terms on the <http://www.auctionflex.com/> website, and any revisions of these Terms will supersede prior versions. The changes to these Terms will be effective immediately upon publication on the <http://www.auctionflex.com/> website and you acknowledge and agree it is your responsibility to monitor the <http://www.auctionflex.com/> website and review these Terms from time to time and be aware of any such changes. By continuing to use our Websites and/or our Auction Flex 360 Services and/or our Auction Flex Software and/or the Cloud Services and/or the Gavel Buddy Software and/or the Gavel Buddy Web Services after we post any such changes, you accept the revised Terms.

SECTION 18: RELATIONSHIP OF THE PARTIES

Nothing contained in these Terms or your use of our Websites, and/or our Auction Flex 360 Services and/or our Auction Flex Software and/or our Cloud Services and/or the Gavel Buddy Software and/or the Gavel Buddy Web Services shall be construed to constitute you being a partner, joint venturer, service provider, employee or agent of 402, nor shall you hold yourself out as such. You do not have any right or authority to incur, assume or create,

in writing or otherwise, any warranty, liability or other obligation of any kind, express or implied, in the name of or on behalf of 402, it being intended by both you and 402 that each shall remain independent and responsible for their own actions.

SECTION 19: GOVERNING LAW

These Terms shall be governed by and construed in accordance with the laws of the State of Nebraska, without regard to its conflict of law provisions. You irrevocably agree to the exclusive jurisdiction of the courts of Lancaster County, Nebraska, USA for any dispute arising out of these Terms.

SECTION 20: ENTIRE AGREEMENT

The introductory paragraph, and any documents or terms that are linked to or reference in these Terms, are hereby incorporated by reference and made part of these Terms. Collectively, the foregoing constitutes the entire agreement between the parties and supersedes all prior terms, agreements and understandings, whether written or oral, relating to the subject matter of these Terms.

SECTION 21: HEADINGS

Headings used in these Terms are intended, and shall for all purposes be deemed to be, for convenience only and shall have no force or affect whatsoever in the interpretation of these Terms.

SECTION 22: REFORMATION

If a court of competent jurisdiction determines that the scope of any provision of these Terms is too broad to be enforced, the court shall reform such provisions to such narrower scope as it determines to be enforceable.

SECTION 23: SURVIVAL

Provisions of these Terms which by their nature should apply beyond their terms, will remain in force after the termination or expiration of these Terms, including but not limited to, Sections 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, and 26.

SECTION 24: SEVERABILITY

If any provision of these Terms is determined to be unenforceable for any reason and is unable to be reformed by a court of competent jurisdiction as provided above, such provision shall be deemed separate and severable and the unenforceability of any such provision shall not invalidate or render unenforceable any of the remaining provisions hereof.

SECTION 25: SUCCESSORS AND ASSIGNS

These Terms shall be binding upon and inure to the benefit of both parties and their respective successors and permitted assigns. These Terms and the license and rights provided herein may not be assigned by you, whether voluntarily or involuntarily, directly or indirectly, or by operation of law, merger, consolidation or otherwise, without 402's prior written consent.

SECTION 26: WAIVER

No delay or omission by a party in exercising any right under these Terms shall operate as a waiver of that or any other right. A waiver or consent given by a party on any one occasion shall be effective only in that instance and shall not be construed as a bar or waiver of any right on any other occasion.

SECTION 27: AUTOMATIC AND RECURRING CREDIT/DEBIT CARD AND/OR METHOD OF PAYMENT BILLING AND PAYMENT AUTHORIZATION AND ACKNOWLEDGEMENT

By agreeing to these Terms you also hereby authorize 402 Ventures, LLC, doing business as HiBid, Auction Flex 360, Auction Flex, and Gavel Buddy, to automatically electronically charge your credit/debit card or method of payment, that you have entered through our billing portal, on a recurring monthly basis to pay the balance due on your account and for the total amount of charges you accrued during each month for the HiBid services and/or Auction Flex 360 Services and/or our Auction Flex Software and/or the Cloud Services and/or the Gavel Buddy Software and/or the Gavel Buddy Web Services provided to you by 402 until you terminate the Terms with us or until you provide written notification to 402 of the withdrawal or cancelation of your authorization, whichever is earlier. You hereby authorize 402 and consent to initiate recurring monthly electronic payment transactions from your credit/debit card or method of payment you have entered through our billing portal. You acknowledge and agree you have reviewed the Pricing Policy found on the Pricing Pages at the following links: <https://www.auctionflex.com/pricing.htm>, <https://www.auctionflex.com/auction-flex-360-plans.htm>, <https://www.auctionflex.com/hibid-pricing.htm>, and <https://www.gavelbuddy.com/price/>. You acknowledge and agree you have reviewed the pricing information on the Pricing Pages, and should you have any questions concerning any credit/debit card or payment method charge made to your account, you will make every attempt to resolve the issue directly with 402. You may contact 402 concerning such questions at support@auctionflex.com or 352-414-1947 or at the address below. You also acknowledge and agree to indemnify and hold harmless 402 for any loss you incur in relation to disclosing your credit/debit card or method of payment information through our billing portal, and in relation to disclosing any additional credit/debit card or method of payment information to 402 moving forward, unless such loss is due to 402's intentional misconduct or gross negligence.

Your authorization for the recurring monthly automatic charges of your credit/debit card or method of payment to pay the balance due on your account automatically renews until these Terms for the Auction Flex 360 Services and/or our Auction Flex Software and/or the Cloud Services and/or the Gavel Buddy Software and/or the Gavel Buddy Web Services with us is terminated or until you provide written notification to 402 of the withdrawal or cancelation of your authorization, whichever is earlier. You acknowledge and agree that you may withdraw or cancel your authorization and consent to the recurring monthly automatic payment transactions at any time by notifying 402 in writing at 115 Canopy Street, Suite 101, Lincoln, NE 68508.

ACCEPTANCE

By clicking “Accept” or “Submit Signature” or by accessing and using our Cloud Services and/or our Auction Flex Software and/or our Auction Flex 360 Services and/or the Gavel Buddy Software and/or the Gavel Buddy Web Services, you acknowledge and agree you have read and understand these Terms in their entirety and that you agree to be bound by their terms and conditions.

V2-28-2024