

## AUCTANE MAIN SERVICES AGREEMENT

This Main Services Agreement (this "Agreement") is an agreement between the applicable Auctane Contracting Entity specified in Section 13 ("Auctane") and Company, each individually referred to as a "Party" and collectively as the "Parties". "Company" means in the case of an individual accepting this Agreement on his or her own behalf, such individual, or in the case of an individual accepting this Agreement on behalf of a company or other legal entity, the

### 2. PAYMENTS

2.1 Each Party will make payments to the other Party in accordance with the terms and conditions set forth in the applicable Program Exhibit. Each Party shall bear all its own costs and expenses in connection with this Agreement unless otherwise expressly agreed to in writing by the other Party.

2.2 Company shall be responsible for the payment of all sales, use, or other taxes owed on products, services or taxable items purchased or utilized, regardless of whether such taxes are collected by Auctane at the time of purchase.

### 3. RESPONSIBILITIES; RESTRICTIONS.

3.1 Unless otherwise agreed in a Program Exhibit, each Party shall.

(a) be responsible for all aspects of the development, operation, and maintenance of its website, its product and service offerings, and all related materials, including, but not limited to, customer service and support, order entry, payment processing, technical operations of its website, all related equipment, and the accuracy and propriety of related materials;

(b) conduct all activities hereunder in accordance with the prevailing industry standards and in compliance with all applicable laws, rules, regulations, and directives in all material respects, including, but not limited to, those relating to data privacy, email marketing and "spamming";

(c) not knowingly use or transmit any viruses, "malware," or "spyware" (including, but not limited to, pop-up banners that hide banners that are displayed on a website, icons placed beside keywords found in text that if clicked will take the visitor to another website, or other similar practices or techniques);

(d) not make any false or misleading representations or statements with respect to the other Party or its Affiliates;

(e) not engage in any other practices which may affect adversely the credibility or reputation of the other Party or its Affiliates, including but not limited to, using any website in any manner or having any content on any website that promotes sexually explicit materials, violence, discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age, and/or any illegal activities;

(f) not violate any intellectual property or other proprietary rights of any third party in performing its obligations under this Agreement;

(g) comply with all marking requirements, including, but not limited to, patent, copyright, trademark, and confidentiality notices, issued by the other Party from time to time;

(h) not, and shall not allow or authorize others to, reverse engineer, reverse compile or disassemble the other Party's or its Affiliates' products, other than in a manner specifically allowed by applicable law notwithstanding any contractual restrictions;

(i) not, and shall not allow or authorize others to, use the products or services provided by the other Party or its Affiliates hereunder in any manner that interferes with or disrupts the integrity or performance of such products or services;

(j) if such Party is a "business associate" or "covered entity" as defined in 45 C.F.R. 160.103, not, and shall not allow or authorize others to, use the products or services provided by the other Party or its Affiliates hereunder to store or transmit any "protected health information" as defined in 45 C.F.R. 160.103, unless expressly agreed to otherwise in writing by the other Party; and

(k) not, and shall not allow or authorize others to, use the marks of the other Party or its Affiliates in keyword search terms or in any manner other than as expressly allowed by this Agreement without the prior written consent of such other Party in each instance.

#### 4. MARKETING AND PROMOTIONAL ACTIVITIES

4.1 Each Party shall (i) not release any advertising, sales or promotional materials, press releases, statements, or other publicly available materials or engage in any other marketing or promotions which refer to this Agreement, the other Party, its Affiliates

affiliate networks without the express written permission of the other Party; (v) use or encourage any means of dissions g6 ( of) J0w -20 -1.

Marks. Auctane shall not, now or in the future, apply for or contest the validity of any Company Marks or apply for or use any term, mark or logo that may be confusingly similar to any Company Marks.

5.4 If a Party or any of its Affiliates receiving a license under this Agreement (collectively, the "Licensee"), in the course of performing its obligations under this Agreement, acquires any goodwill in any of the trademarks and logos of the other Party or its Affiliates, all such goodwill will automatically vest in the Party granting the license (the "Licensor") when such acquisition of goodwill occurs, as well as at the expiration or termination of this Agreement, without any separate payment or other consideration of any kind to Licensee, and Licensee agrees to take all such actions necessary to effect such vesting.

5.5 Company grants to Auctane and its Affiliates a worldwide, perpetual, irrevocable, fully paid-up, royalty-free, transferable, sublicensable (through multiple layers), assignable, license to implement, use, modify, commercially exploit, and incorporate into their

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the unauthorized use or disclosure, of the Disclosing Party's Confidential Information. The Receiving Party shall be

HEREUNDER OR THE PRODUCTS OR SERVICES PROVIDED HEREUNDER WILL BE UNINTERRUPTED, ERROR FREE, OR FREE FROM HARMFUL COMPONENTS, AND NEITHER PARTY NOR ITS AFFILIATES WILL BE LIABLE FOR THE CONSEQUENCES OF ANY SUCH INTERRUPTIONS, ERRORS, OR HARMFUL COMPONENTS. COMPANY ACKNOWLEDGES AND AGREES THAT AUCTANE AND ITS AFFILIATES EXCHANGE CERTAIN INFORMATION FROM THIRD PARTIES AND DO NOT GUARANTEE THE ACCURACY OF INFORMATION OR SERVICES RECEIVED BY COMPANY OR ITS AFFILIATES FROM THIRD PARTIES, INCLUDING THE ACCURACY OF RATES, DELIVERY INFORMATION, DELIVERY OF ITEMS, OR BUSINESS REQUIREMENTS OF ANY THIRD PARTY.

IN ADDITION, COMPANY ACKNOWLEDGES AND AGREES THAT AUCTANE AND ITS AFFILIATES WILL NOT BE RESPONSIBLE FOR (A) THIRD-PARTY API AVAILABILITY OR PERFORMANCE, INCLUDING WITHOUT LIMITATION ANY CARRIER APIS, OTHER LABEL PROVIDER APIS, ORDER APIS, TRACKING APIS, AND INSURANCE APIS, (B) CORRECTING ANY ERRORS NOT REPRODUCIBLE ON THE APPLICABLE PRODUCT OR SERVICE PROVIDED BY AUCTANE OR ITS AFFILIATES, (C) ERRORS CAUSED BY (I) COMPANY'S FAILURE TO IMPLEMENT ALL UPDATES OR UPGRADES TO THE APPLICABLE PRODUCT OR SERVICE PROVIDED BY AUCTANE OR ITS AFFILIATES, (II) COMPANY'S IT INFRASTRUCTURE AND ENVIRONMENT WHICH ADVERSELY AFFECT THE PRODUCTS OR SERVICES PROVIDED BY AUCTANE OR ITS AFFILIATES, (III) USE OF THE PRODUCTS OR SERVICES PROVIDED BY AUCTANE OR ITS AFFILIATES IN A MANNER FOR WHICH THEY WERE NOT DESIGNED OR AUTHORIZED BY THIS AGREEMENT, (IV) ACCIDENT, NEGLIGENCE, OR MISUSE OF THE PRODUCTS OR SERVICES PROVIDED BY AUCTANE OR ITS AFFILIATES, OR (V) OPERATION OF A VERSION OF THE PRODUCTS OR SERVICES PROVIDED BY AUCTANE OR ITS AFFILIATES THAT IS NOT THE MOST RECENT VERSION, (D) ANY FAILURE OF COMPANY'S HARDWARE, SOFTWARE, OR NETWORK, INCLUDING THE PERFORMANCE OR FAILURE OF COMPANY'S EQUIPMENT OR FACILITIES, OR BROWSER APPLICATIONS, ANY FAILURE RELATED TO COMPANY'S INTERNET SERVICE PROVIDER, OR ANY FAILURE IN DATA TRANSPORT RELATED TO COMPANY'S CONNECTIVITY TO THE INTERNET, OR (E) ANY OTHER ACTS OR OMISSIONS OF COMPANY OR PERSONS ACTING ON BEHALF OF COMPANY IN VIOLATION OF THE AGREEMENT.

8.2 IN NO EVENT SHALL EITHER PARTY (INCLUDING ITS AFFILIATES OR REPRESENTATIVES) HAVE ANY LIABILITY TO THE OTHER PARTY OR THE OTHER PARTY'S AFFILIATES WITH RESPECT TO ANY ASPECT OF THEIR PERFORMANCE HEREUNDER, THE PROGRAM EXHIBIT(S), ANY PRODUCTS OR SERVICES, OR OTHERWISE FOR ANY SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE, PROFITS, SOFTWARE, GOODWILL, OR DATA, OR COSTS OF COVER OR REPLACEMENT), EVEN IF SUCH PARTY, AFFILIATE OR REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR COULD HAVE FORESEEN SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY. EACH PARTY'S AND ITS AFFILIATES' CUMULATIVE, AGGREGATE LIABILITY TO THE OTHER PARTY AND THE OTHER PARTY'S AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY THEORY OF LIABILITY, WHETHER CONTRACT, STRICT LIABILITY, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL BE LIMITED TO THE GREATER OF (A) THE AMOUNTS PAID OR PAYABLE BY COMPANY AND ITS AFFILIATES TO AUCTANE AND/OR AUCTANE'S AFFILIATES UNDER THE APPLICABLE PROGRAM EXHIBIT DURING THE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST EVENT IMMEDIATELY PRECEDING THE FIRST EVENT

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(including reasonable fees and disbursements of counsel) arising from or relating to any actual or alleged infringement or misappropriation of any patent, trademark, copyright, or trade secret or any actual or alleged violation of any other intellectual property rights, in either case rights, in eights, -1 (i7bse (ge)-0.6 n3 (,)-0.,)-1 (o)-0.Bint

Party shall make any statement, whether on its website or otherwise, that reasonably may be deemed to contradict this Section.

11.2 Unless otherwise agreed in a Program Exhibit: (i) this Agreement does not create an exclusive relationship between Auctane and Company; (ii) this Agreement is not intended to restrict or prohibit a Party or its Affiliates from marketing or selling any products or services to any actual or potential customers of the other Party or the other Party's Affiliates, even if such products or services are similar to or competitive with one or more of the products or services marketed or sold by the other Party or the other Party's Affiliates; and (iii) each Party acknowledges that the other Party or the other Party's Affiliates may, directly or indirectly, (A) market or sell various products or services that are similar to or competitive with one or more of the products or services marketed or sold by such Party or its Affiliates, and (B) at any time during or after the Term, enter into relationships or arrangements with third parties on terms that may be similar to those contained in this Agreement; provided, that, in each case, such other Party and other Party's Affiliates do not breach their respective obligations under this Agreement, including without limitation, any confidentiality obligations.

## 12. MISCELLANEOUS

12.1 Any notice required under this Agreement shall be given in writing and shall be valid and sufficient if delivered: (i) on the second business day if by registered or certified mail, postage prepaid; (ii) on the same day if by hand delivery; (iii) on the next business day if by overnight courier prepaid; or (iv) on the same day if by acknowledged email. All notices to Auctane shall be sent to the applicable address specified in Section 13, and all notices to Company shall be sent to the address specified by Company in writing. Any notice of material breach hereunder shall clearly describe the material breach including the specific contractual obligation alleged to have been breached.

12.2 Neither Party may transfer, assign, or delegate any of its rights or duties under this Agreement without the prior written consent of the other Party, and any attempt to do so shall be void; provided, however, that (i) a Party may assign any of its rights or delegate any of its duties to an acquirer of all or substantially all of the equity or assets of that Party or the surviving entity in any merger, consolidation, equity exchange, or reorganization involving that Party, and (ii) Auctane may assign any of its rights or delegate any of its duties to any of its Affiliates. Notwithstanding the foregoing, if a Party is acquired by, sells all or



disputes, act of God, or any other cause beyond the reasonable control of that Party, the Party will be excused from such performance to the extent that it is prevented, hindered, or delayed by such cause. Notwithstanding anything in this Agreement to the contrary, the Party prevented from performing under this Agreement by a force majeure event will nevertheless use commercially reasonable efforts to recommence its performance under this Agreement as soon as reasonably practicable.

12.7 Use, duplication, or disclosure by the United States Government is subject to restrictions as set forth in applicable laws and regulations. Use of the services provided under this Agreement constitutes acknowledgment of Auctane's proprietary rights in them. The services may contain other proprietary notices and copyright information which should be observed.

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