

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 company or other legal entity for which such individual is accepting this Agreement. Any references herein to this "Agreement " means this Main Services Agreement, together with any and all Program Exhibits and exhibits, schedules, and addenda hereto and thereto.

BY ACCEPTING THIS AGREEMENT, BY (1) CLICKING A BOX INDICATING ACCEPTANCE OR (2) EXECUTING A PROGRAM EXHIBIT THAT REFERENCES THIS AGREEMENT, COMPANY AGREES TO THE TERMS OF THIS AGREEMENT.

(c) not knowingly use or transmit any viruses, "malware," or "spyware" (including, but not limited to, pop-

information of like importance, but in no event less than reasonable means, to preserve the confidentiality, and avoid the unauthorized use or disclosure, of the Disclosing Party's Confidential Information. The Receiving Party shall be responsible for any breach of this Agreement by its Affiliates or Representatives.

6.4 The Receiving Party may disclose Confidential Information in response to a valid order of a court or authorized governmental agency; provided that notice, to the extent legally permitted, is promptly given to the Disclosing Party so that a protective order or other appropriate relief may be sought and other efforts employed to minimize the required disclosure. The Receiving Party shall use reasonable efforts to cooperate with the Disclosing Party in seeking the protective order or other relief and engaging in such other efforts. In the event that a protective order is required, the Receiving Party shall use reasonable efforts to cooperate with the Disclosing Party in seeking the protective order or other relief and engaging in such other efforts.

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LAW, NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY THAT ANY ASPECT OF ITS OR ITS AFFILIATES' PERFORMANCE 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. (A)-2.9 (C)(N)25.8 (G)-23.5 ((O)2.8 (CECRA)-2.9 (Tw 0.8 (O)-CT)-3.3 (ES) (F)203.3 cECRA)-2.9 (Tw20.4 (VED)28.8 (

assessments, losses, damages, liabilities, settlements, judgments, fines, penalties, interest, costs and expenses (including reasonable fees and disbursements of counsel) arising from or in connection with the registration, 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, arising from or in connection with the use, sale, offering to sell, marketing, or manufacturing of any product or service offered or provided by the indemnitor or its Affiliates under this Agreement (collectively, "Claims"), except where such infringement, misappropriation or violation results from

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.

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.

13. AUCTANE CONTRACTING ENTITY; NOTICES, GOVERNING LAW, AND VENUE

13.1 Unless otherwise specified in a Program Exhibit, the Auctane entity entering into this Agreement (the "Auctane Contracting Entity"), the address to which Company should direct notices under this Agreement, the law that will apply in any dispute arising out of or in connection with this Agreement, and the courts that have exclusive jurisdiction over any such dispute or lawsuit, depend on Company's domicile, as follows:

If Company is domiciled in:	Auctane Contracting Entity	Auctane Notice Address	Governing Law	Exclusive Venue
U.S.A., Canada, or any other jurisdiction not listed in this table	lthi.12			

