

EXHIBIT A to SCHEDULE 1: Buyer Terms of Purchase

Last Updated: 5.8.2025

These Terms of Purchase are an ongoing contract between you and Get Live!* (“Get Live!*” or “we”) and apply to your use of Get Live!*’s online storefront located at (https://bstock.com/buy/Get Live!s/details/Get Live!*) (the “Site”), hosted and configured by B-Stock Solutions, LLC (“B-Stock”), including your viewing, bidding upon, and purchase of Get Live!*’s inventory from the Site (“Inventory”). If you are entering into these Terms of Purchase on behalf of a company or other legal entity, you represent that you have the authority to bind such entity to these Terms of Purchase. You may not use the Site if you do not have such authority. When you register on and subsequently use the Site, B-Stock is collecting the information that you provide and will protect and use it in accordance with its [privacy policy](#). Should you bid on and win Inventory on the Site, you will become a Get Live!* customer and B-Stock will share the information required for Get Live!* to fulfill your order. Get Live!* will protect and use that information according to the terms of its privacy policy. Therefore, by registering to use this Site, you are agreeing to B-Stock’s Terms of Use, these Terms of Purchase, and both B-Stock’s and Get Live!* privacy policies.

1. Acceptance and Modification of Terms of Purchase

1.1. Acceptance of Terms. By checking the “I agree to the Terms of Purchase” box, you accept and agree to be bound by these Terms of Purchase each time you log into the Site. If you do not agree to these Terms of Purchase, you may not bid on or purchase Inventory from the Site. You may preserve these Terms of Purchase in written form by printing it for your records, and you waive any other requirement that these Terms of Purchase be evidenced by a written document.

1.2. Modifications to Terms. We reserve the right, from time to time, with or without notice to you, to change these Terms of Purchase in our sole and absolute discretion. If we make material changes to these Terms of Purchase, we will notify you with an in-app message, by email, or by means of a notice on our Site. The most current version of these Terms of Purchase will supersede all previous versions and can be reviewed by clicking on “Terms of Purchase” located at the bottom of the pages of the Site. Your continued use of the Site following the posting of changes indicates your agreement to and acceptance of the changes. We will indicate the date on which these Terms of Purchase were last changed at the beginning of these Terms of Purchase. You agree to keep your email address and other contact information current at all times.

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2. Additional Definitions

2.1. “Buyer” or “you” or “your” shall mean the entity that registers or logs into the Site for the purpose of viewing, bidding upon and/or purchasing Inventory.

2.2. A “Completed Purchase” occurs when (i) you have provided to Get Live!* all of the purchase information requested in the Notification (defined below) in the manner specified in such Notification to complete your purchase and (ii) the Purchase Price for the Inventory has been received as specified in the Notification.

2.3. “Extended Listing” shall mean any Listing where the time to bid is extended, one or more times, due to a bid being placed within the final 5 minutes of the Listing. Each extension is for a period of 3 minutes.

2.4. “Listing Data” shall mean the content on the Site associated with particular Inventory, including, but not limited to, the description and quantity of the Inventory. Get Live!* shall have the right to modify or correct any Listing Data at any time and such modification shall be binding on any purchase of any Inventory made after such modification.

2.5. "Promotional Content" shall mean any and all information, materials, or content provided or otherwise made available to you by Get Live!* or its agents in any medium in connection with these Terms of Purchase, including promotional content and Listings displayed on the Site.

3. Listing Process

3.1. Inventory. Inventory consists of customer returns or company stock items, some of which may have been previously shipped. The condition of the Inventory will vary and standard designations regarding a product's condition will be set forth in the Listing. The Inventory is provided to you "as is" for purchase on the Site. The quantity and/or value of actual Inventory in each lot may vary up to 5 percent (5%) less or greater than the number set forth in the Listing and may include up to 5 percent (5%) quantity and/or value of more damaged items than designated as "Damaged" in the Listing Data. Accessories such as remote controls, cables and instructions may or may not be included. Inclusion of accessories will be delineated in the Listing.

3.2. Listing Process. Inventory will be sold pursuant to the listing process set forth in this Section 3 (the "Listing"). If you wish to bid on Inventory, you will be required to enter your bid amount. In order to be eligible for the Listing, your bid must be (i) in an amount higher than the bid listed as the minimum opening bid and the "current winning bid," as applicable, (ii) in the bid increments set forth on the bid page and (iii) placed before the scheduled closing time for such Listing (including any additional time added for an Extended Listing). If your bid is the highest bid at the conclusion of a Listing (the "Winning Bid") you will be notified by email (the "Notification") at the email address you provided when you registered for your account (or as subsequently updated by you by following instructions on the Site). The Notification will serve as your official proof of purchase and/or official invoice. Any additional formal invoice or proof of purchase outside of the original winning notification is not available. It is your responsibility to keep your email address current and to timely check your email to determine if you are the winning bidder for any Listing in which you participated. Get Live!* is not responsible for the failure of a Notification to reach a winning bidder for any reason, including, but not limited to, technical problems or other system error.

3.3. Winning Bids. If your bid is deemed the Winning Bid at the end of the Listing for certain Inventory, you agree to promptly purchase such Inventory pursuant to the terms and instructions set forth in these Terms of Purchase and in the Notification. Penalties for failure to make a Completed Purchase for any Listing for which you have the Winning Bid are set forth in Section 4.1 below.

3.4. Deactivation; Cancellation. Get Live!* reserves the right, in its sole discretion at any time and for any reason, to deactivate your Site account, reject any offer to purchase Inventory or suspend or cancel any Listing or purchase of Inventory, including fulfillment of a purchase after completion of a Listing and payment for the Inventory. If Get Live!* cancels any purchase of Inventory after you have submitted payment for such

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Inventory, Get Live!* will direct B-Stock to issue a refund to the designated payment method that you used to make such payment or other method selected by Get Live!* or B-Stock.

4. Conditions to Sale; Payment

4.1. Purchase Price. In consideration for your payment of the Winning Bid amount for a Listing, and any applicable shipping costs, taxes, and fees (the "Purchase Price"), Get Live!* hereby agrees to sell to you the Inventory for such Listing subject to your compliance with the terms set forth in these Terms of Purchase and the Notification. You agree to pay the Purchase Price for the Inventory in accordance with the instructions included in the Winning Bid Notification, within 2 business days after the end of the Listing. If you fail to register a Completed Purchase, including by failing to pay the Purchase Price, within two (2) business days of when the Notification is sent by Get Live!*, you shall forfeit any right to purchase such Inventory and Get Live!* may deactivate your account and password so you can no longer access the Site and, at its sole discretion, may choose to (i) offer to sell such Inventory to the next highest bidder at such bidder's bid price

or (ii) post such Inventory on the Site for sale in a new Listing. You shall be responsible for all taxes, shipping costs and any other expenses incurred in connection with your purchase hereunder.

4.2. Canceled Bids and Purchases. We reserve the right, at our sole discretion, to refuse or cancel any bid or purchase for any reason. By way of example, but not limitation, Get Live!* may cancel your bid or purchase if there are inaccuracies or errors in product or bid information, or problems identified by our credit and fraud avoidance department. While Get Live!* strives to provide accurate product and bid information, typographical or system errors may occur. In the event that bids for Inventory are incorrectly listed or Inventory is listed with incorrect information due to an error in quantity or other product information, we shall have the right, at our sole discretion, to refuse or cancel any purchases placed for such Inventory. In the event that we must cancel a bid or purchase, we will cancel your bid or purchase and notify you by email of such cancellation.

4.3. Payment Terms. You shall submit the Purchase Price in accordance with the payment terms set forth in the Notification and on the Site. Get Live!* may revise the payment terms from time to time in its sole and absolute discretion upon notice to you; provided, however, that any change to payment terms will not be effective for any then-pending sale but will only be effective for sales subsequent to such notice. Upon acceptance of the Purchase Price and the fulfillment of all other conditions to the sale, Get Live!* will sell, assign, transfer and convey to you all of Get Live!*'s right, title and interests in and to the Inventory and shall arrange with you for removal and/or delivery of such Inventory in the manner set forth in Section 5 below.

4.4. Identification of Get Live!*. You shall not sell, lease or otherwise transfer or dispose of any of the Inventory that you purchase, unless you first Demanufacture such Inventory. "Demanufacture" means, in accordance with any Get Live!*'s specifications provided to you, to remove, if possible, all of the identifying marks, including, but not limited to, Get Live!*'s or its affiliates' names, logos, serial numbers, UPC numbers, RA numbers, and other identifying marks (including but not limited to tags, labels, price stickers, bar codes, or other carton or packaging markings) from the packaging. Although you should not have access to any Get Live!* customer information, including without limitation, sales receipts, addresses, phone numbers, credit card numbers or other personally identifiable information, if you receive any such information that may be included with the Inventory, you will not use such information and agree to promptly remove, delete, and destroy all such information. You shall not under any circumstances (i) identify Get Live!*, its parent or any of its affiliates or divisions as the source of the Inventory; (ii) advertise the Inventory using any name relating to Get Live!*, its parent or any of its divisions or affiliates, or any of its or their private labels, in any manner; (iii) make reference to Get Live!* or its parent or any of its affiliates or divisions in any signing or advertising; or (iv) advertise the Inventory using any name related to Get Live!*'s suppliers.

4.5. You shall remain primarily liable for complying with all applicable laws, rules and regulations, including recall requirements. You must check for recall notices and comply with all such notices. Compliance with any recall notice includes, for example, pulling out the recalled item, destroying the item, and documenting the destruction of the item. You shall remain primarily liable for ensuring that any downstream reGet Live!s comply with all recall obligations.

5. Shipment and Acceptance of Inventory

5.1. Removal and Shipment of Inventory. Please refer to B-Stock's Shipping Policy, which is incorporated into these Terms of Purchase by this reference, for information on the various options available to Get Live!* for shipping Inventory to Buyers. You acknowledge and agree to be bound by all such shipping terms set forth in the Shipping Policy. The shipping option for a particular shipment will be set forth in the Listing or in the Email Notification. In no event will B-Stock be liable for loss of or damage to Inventory during shipping. Nor will B-Stock have any responsibility for transportation arranged directly by Get Live!* to Buyer. To the extent your employees, equipment, and property, and that of your agents, enter and remain on Get Live!*'s

premises, it is done entirely at your risk as regards any and all hazards excepting only those found to be caused by Get Live!*'s sole negligence. While on Get Live!*'s premises, your employees and agents must observe all of Get Live!*'s rules and regulations. If you fail to remove such Inventory within this time, Get Live!*, in its sole discretion, may choose to keep such Inventory, list such Inventory for listing on the Site and refund to you the Purchase Price you paid to Get Live!* less (i) a storage charge of \$10 per pallet per each of the days Get Live!* held the Inventory for you after you registered a Completed Purchase and (ii) a restocking fee of twenty percent (20%) of the Purchase Price.

5.2. Title; Risk of Loss. Title to the Inventory shall remain with Get Live!* until you or your agent take possession of the Inventory as set forth under the Shipping Policy. You expressly acknowledge that risk of loss and liability for the Inventory shall pass to you upon your or your agent's receipt of the Inventory at the Inventory Location. Without limiting the foregoing, you release B-Stock of any liability and waive all claims against B-Stock with respect to Inventory.

5.3. Acceptance. Your acceptance of possession of the Inventory from Get Live!* pursuant to Section 5.2 shall constitute an unqualified acceptance of the Inventory and a waiver by you of all claims with respect thereto except as set forth in Section 5.4. All sales are final.

5.4. Inspection. You shall have five (5) business days from the date of delivery of Inventory to inspect the shipment for any discrepancies in the quantity/quality delivered and report such discrepancy to B-Stock through the "report an issue" button on your orders page. Buyer must provide a detailed manifest, identifying each item that is missing or the quality differing from the Listing description, and, if there is a quality discrepancy, the exact nature of such discrepancy, as well as any supporting images or other documentation. Get Live!* reserves the right to conduct an additional inspection at its own expense. If Get Live!*, acting reasonably and in good faith, agrees that an under delivery and/or quality discrepancy has occurred greater than 5%, based on the listed retail value of the Listing (or unit count if retail value is not available), Get Live!* will reimburse you in an amount equal to the approved discrepancy. By way of example, if Buyer wins a Listing and pays a Winning Bid of \$1,000, and the shipment is missing an item that is 10% of the retail value of the Listing, Get Live!* will issue Buyer a reimbursement in the amount of \$100 (i.e., 10% applied to the Winning Bid amount of the Listing). Such reimbursement may be in the form of an offset against any amount you may owe to Get Live!* or a credit to your B-Stock account. Alternatively, if damage is reported that resulted from carrier handling, and is substantiated with the same evidence listed above, then a carrier claim may be filed with the carrier according to the relevant Shipping Policy. Following the five (5) business day inspection period, you shall no longer have the right to claim any reimbursement for under-delivery/damage.

5.5. Further Assurances. Each party agrees that it will execute and deliver, or cause to be executed and delivered, all such other instruments, and it will take all reasonable actions, as may be necessary to transfer and convey the Inventory to Buyer and to consummate the transactions contemplated herein.

6. Confidentiality

6.1. Confidential Information. Each party acknowledges that by reason of its relationship to the other party hereunder it will have access to certain information and materials concerning the other party's business that are confidential and of substantial value to the other party, which value would be impaired if such information were disclosed to third parties. In particular, the parties hereto acknowledge that the information regarding the Purchase Price and any particular sale are confidential to Get Live!*. Each party will, and will cause its

affiliates and employees to, protect and not disclose information that is considered confidential and use this information only to fulfill its obligations under these Terms of Purchase. Notwithstanding the foregoing, you understand that B-Stock will have access to confidential information pertaining to you. You may not make any public announcement about these Terms of Purchase without Get Live!*'s prior written approval and consent. Notwithstanding anything in this Section 6.1 to the contrary, any information (i) already in the public

domain through no fault of the receiving party, (ii) independently developed by the recipient without the use of or access to the other party's confidential information, or (iii) released to the public through no action or inaction by the receiving party, will not be considered confidential information hereunder. The receiving party may disclose the disclosing party's confidential information upon the order of any court of competent jurisdiction or as otherwise required by law or legal process, provided that prior to such disclosure the receiving party shall inform the disclosing party of such order, if permitted by law, in order to provide the disclosing party with an opportunity to contest such order or to seek such other protective action as the disclosing party may elect. This Section 6 shall survive each purchase transaction hereunder.

7. Representations and Warranties; Indemnity

7.1 You shall indemnify, defend, and hold harmless Get Live!* and B-Stock, their respective affiliated companies, and each of their respective officers, directors, agents, and employees (the "Indemnified Parties") against any claim, liability, loss, damage, cost or expense, including reasonable attorneys' fees, incurred by any Indemnified Party arising from or relating to (i) your use of the Site, (ii) any sale, use or handling of the Inventory, including any recall of the Inventory, (iii) any infringement or misappropriation of any proprietary right by you, (iv) your negligence or intentional misconduct, or (v) your breach of these Terms of Purchase.

7.2. The indemnity obligation under this Section 7 shall survive each purchase transaction hereunder.

8. Warranty Disclaimer; Limitation of Liability

EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS, THE INVENTORY IS PROVIDED BY Get Live!* TO YOU "AS IS", "WITH ALL FAULTS", AND "WHERE IS", AND Get Live!* DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO

THE INVENTORY, THE SITE, OR ANY OTHER MATTER, INCLUDING WITHOUT LIMITATION THE INVENTORY'S CONDITION OR QUALITY AND THE WARRANTIES OR CONDITIONS OF NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. EXCEPT FOR THE INDEMNITY OBLIGATIONS SET FORTH IN THESE TERMS OF PURCHASE, NEITHER PARTY WILL BE LIABLE FOR ANY LOSS OF PROFITS OR OTHER CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES OF ANY KIND ARISING OUT OF OR RELATED TO THESE TERMS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL Get Live!*'S LIABILITY FOR ANY AND ALL LOSSES OR DAMAGES ARISING FROM OR IN CONNECTION WITH THESE TERMS OF PURCHASE, EXCEED THE PURCHASE PRICE PAID BY YOU TO Get Live!* FOR THE INVENTORY AT ISSUE. Get Live!* SHALL NOT BE HELD LIABLE FOR ANY ERROR IN A LISTING THAT Get Live!* CORRECTS PRIOR TO THE PURCHASE OF THE INVENTORY TO WHICH THAT LISTING APPLIES. THIS LIMITATION OF LIABILITY SHALL SURVIVE EACH PURCHASE TRANSACTION.

Some states do not allow the exclusion or limitation of incidental, consequential, or special damages, or the exclusion of implied warranties. Therefore, some of the limitations set forth in this Section may not apply to you.

9. Use of the Site

You agree and acknowledge that neither Get Live!* nor B-Stock make any guaranty of the accuracy, correctness or completeness of any Promotional Content and are not responsible for: (i) any errors or omissions arising from the use of any thereof; (ii) any failures, delays or interruptions in the delivery of any Promotional Content contained with the Site; (iii) losses or damages arising from the use of the Promotional Content provided by the Site; (iv) any conduct by you in connection with the Site; or (v) any Promotional Content or products provided through or in conjunction with the Site. You must comply with the operating

rules and policies applicable to the Site as may be published or provided by B-Stock or Get Live!* in writing (including by posting on the Site) from time to time.

10. Breach of Terms of Purchase

If you fail to comply with any term or condition in this Terms of Purchase, Get Live!* may immediately terminate your account, deactivate your password and seek any other remedy available to Get Live!* or its affiliates.

11. General Provisions

11.1. These Terms of Purchase will be governed by and interpreted in accordance with the laws of the state of Get Live!STATE*, without reference to any applicable conflict of law rules, the Convention on Contracts for the International Sale of Goods, or any local laws implementing such convention in any jurisdiction where the Inventory is sold. You irrevocably consent to the exclusive venue and jurisdiction of Get Live!COUNTY* courts for any action or proceeding arising out of these Terms of Purchase. YOU HEREBY WAIVE ANY RIGHTS THAT YOU MAY HAVE TO BRING DISPUTES FOR RESOLUTION BEFORE ANY OTHER COURT, TRIBUNAL OR FORUM. No waiver of or failure to enforce any provision of these Terms of Purchase shall constitute a continuing waiver, and no waiver shall be effective unless made in a signed writing. The division of these Terms of Purchase into separate sections, subsections and/or exhibits and the insertion of titles or headings is for convenience of reference only and shall not affect the construction or interpretation of these Terms of Purchase. If any provision is held to be invalid, then that provision will be modified to the extent necessary to make it enforceable, and any invalidity will not affect the remaining provisions. Any claim under these Terms of Purchase must be brought within one (1) year after the cause of action arises (or such shorter period as set forth herein regarding Inventory), or such claim or cause of action is barred. You agree to the admissibility of computer records and electronic evidence in any dispute herein.

11.2. Force Majeure. Get Live!* shall not be liable to the other party for failure or delay in performance hereunder due in whole or in part to an act of God, strike, lockout or other labor dispute, civil commotion, sabotage, fire, flood, explosion, acts of any government, unforeseen shortages or unavailability of fuel, power, transportation, or supplies, and any other causes which are not within Get Live!*'s reasonable control, whether or not of the kind specifically enumerated above.

SCHEDULE 2: B-STOCK Get Live! TERMS AND CONDITIONS

These B-Stock Solutions Terms and Conditions (the "**Agreement**") are entered into between B-Stock Solutions, LLC, a Delaware limited liability company, whose principal place of business is 2121 S El Camino Real Suite 500, San Mateo, CA 94403 ("**B-Stock**"), and the party identified as the "Company" in the Order Form referencing this Agreement or in the signatures to this Agreement (the "**Company**"). By accepting this Agreement, either through executing an Order Form that references this Agreement or by signing this Agreement directly, Company agrees that its use of the Services (as defined below) is subject to and bound by the terms and conditions of this Agreement.

If you are entering into this Agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity to this Agreement. You may not use the Services if you do not have such authority.

1. **DEFINITIONS.** The following capitalized terms will have the following meanings whenever used in this Agreement:

1.1. "**B-Stock Marks**" means the B-Stock trademarks, tradenames, service marks, tag lines, logos, and other branding elements used in the performance of this Agreement.

1.2. **“B-Stock Technology”** means all computer programs, software, hardware, processes, algorithms, user interfaces, know-how, trade secrets, inventions, works of authorship, and other tangible and intangible technical material or information that is owned by or licensed to B-Stock, together with all improvements, enhancements, modifications, and derivative works of the foregoing.

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1.3. **“Buyer”** means an End User who is the winning bidder or purchaser of Inventory. Buyer may also be referred to as a “Winning End User.”

1.4. **“Company Marks”** means the trademarks, tradenames, service marks, tag lines, logos, and other branding elements of Company which have been approved by Company for display on and in connection with the Services.

1.5. **“Company-Provided Marks”** means the Company Marks together with all trademarks, tradenames, service marks, tag lines, logos, and other branding elements of Company’s customers or other entities on whose behalf Company lists Inventory, and of the Inventory listed by Company.

1.5. **“End User”** means a business entity that accesses or uses the Services for the purpose of viewing, bidding upon and/or purchasing Inventory.

1.6. **“End User Data”** means all information submitted to B-Stock by an End User or generated by B-Stock in connection with the use by an End User of the Services.

1.7. **“GMV”** (Gross Merchandise Value) means the actual sale price (i.e. the winning bid or purchase price) at which the Inventory is sold, excluding amounts paid for shipping or similar charges, sales taxes, and other additional transaction charges.

1.8. **“Intellectual Property Rights”** means any and all now known or hereafter existing (a) rights associated with works of authorship, including copyrights and moral rights, (b) trademarks, trade names, service marks, service names, and other indicia of origin, (c) trade secret rights, (d) patents, patent rights, and industrial property rights, (e) other similar proprietary rights in intellectual property of every kind and nature, and (f) all registrations, applications, renewals, extensions, continuations, continuations-in-part, divisionals, foreign counterparts, reexaminations, and reissues of any of the foregoing, in each case in any jurisdiction throughout the world.

1.9. **“Inventory”** means the items offered for sale by Company through the Services.

1.10. **“Inventory Information”** means information relating to Inventory that Company provides to B-Stock to publish in a Listing, which may include but is not limited to, prices, descriptions, photographs, quantities, pallet weights, dimensions, and locations.

1.11. **“Listing”** means a webpage on the Services relating to a specific item of Inventory, which contains the Inventory Information and on which an End User may place a bid for such Inventory.

1.12. **“Order Form”** means a B-Stock order form pursuant to this Agreement (which may be electronically submitted) that sets forth the applicable fees, Term start and end dates, and other terms and conditions applicable to Company’s use of the Services, which terms are part of this Agreement.

1.13. **“Services”** means the B-Stock services specified in Section 2.1 and, if applicable, Section 2.2.

1.14. **“Term”** means collectively, the Initial Term and any Renewal Term(s), as defined under Section 10.1 of this Agreement.

2. SERVICES

2.1. **Services.** Subject to Company's continued compliance with the terms and conditions of this Agreement, B-Stock grants Company a limited, non-transferable, non-exclusive, and personal right to access and use the Services for the purpose of listing Inventory. Such access and use must be made in conformance with the terms and conditions of this Agreement and any instructions provided by B-Stock to Company. B-Stock will provide to Company those Services identified in the applicable Order Form, and Company shall provide reasonable assistance and cooperation to B-Stock necessary to facilitate B-Stock's provision of the Services. In the event of a conflict between the Order Form and these Terms and Conditions, the terms of the executed Order Form shall take precedence over the body of these Terms and Conditions.

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2.2. **Professional Services.** Company may request additional services beyond the scope of Services explicitly set forth in the applicable Order Form by providing written notice of such request to B-Stock ("**Professional Services**"). B-Stock shall have no obligation to provide any Professional Services, and Company shall have no obligation to pay for any Professional Services, unless the parties have entered into a separate written agreement setting forth the nature, cost, duration, scope, and deliverables of such Professional Services (a "**Professional Services Addendum**"). Professional Services provided pursuant to any such Professional Services Addendum shall be included in the definition of "Services" and subject to the terms of this Agreement.

3. RESTRICTIONS.

3.1 Company shall not and shall ensure that its agents, employees and sub-contractors shall not: (a) copy, download, modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the B-Stock Technology, or access or use the Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to B-Stock; (b) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing, or otherwise commercially exploit or make the Services and/or B-Stock Technology available, to any third party; (c) access the Services by any means other than as provided by B-Stock, or authorize or encourage any third party to employ any robot, spider, data miner, wanderer, crawler or other automatic device or manual process to copy or monitor the Services; (d) make any representations to third parties related to the availability or performance of the Services that are inconsistent with the terms of this Agreement.

3.2 Company shall not: (a) offer or deliver Inventory that in any way, violates or infringes upon the intellectual property, personal or proprietary rights (e.g., copyrights, trademarks, patents, trade secrets or confidentiality obligation) of any third party (including, without limitation, counterfeit Inventory); (b) offer or deliver Inventory that is illegal in any jurisdiction where the Inventory is offered or delivered; (c) engage in any other illegal or fraudulent activities in connection with the offering or sale of Inventory; and/or (d) engage End Users from the Services in transactions outside of the Services as a way to circumvent payment to B-Stock of fees associated with the Services.

3.3 Company shall not (a) bid on its own Inventory; or (b) encourage, induce or otherwise allow Company's employees, directors, contractors, agents or affiliates (and their respective affiliates and family members) to bid on Inventory with the intent (as solely determined by B-Stock) to artificially raise the price or desirability of Company's Listings.

3.4 Company acknowledges that in addition to any rights B-Stock has under law or equity, to the extent Company violates this Section 3 or any other restrictive covenants on Company, B-Stock may (a) seek injunctive relief in a court of competent jurisdiction and (b) notify law enforcement or any government agencies to the extent Company violates any rules, law or regulation (e.g., the offer or sale of counterfeit

Inventory).

4. FEES; TAXES; THIRD-PARTY COSTS; INVOICES.

4.1. **Fees.** Company will pay fees for the Services as set forth in the applicable Order Form, according to the payment terms set forth therein. Unless otherwise set forth in the Professional Services Addendum, fees for Professional Services, as well as all authorized expenses set forth in the Professional Services Addendum, will be invoiced monthly in arrears.

4.2. **Payment Card Authorization.** In the event Company utilizes a payment card for fees due for Services: (a) Company will provide B-Stock with valid, up-to-date payment card or other payment information; (b) Company authorizes B-Stock to charge its payment card or other payment method for fees Company incurs from using the Services as they become due and payable; (c) Company is responsible for maintaining up-to-date payment information; (d) if B-Stock cannot charge Company for fees when due because Company's payment information is no longer valid, or if B-Stock does not receive payment when due, Company acknowledges that B-Stock may make the Services unavailable to Company, and neither B-Stock nor its third-party service providers will be responsible for any failure to provide Services associated with those fees. All fees paid for Services are non-refundable.

4.3. **Fee Adjustments.** B-Stock reserves the right to increase the Platform Fees and Transaction Fees as set out on the Order Form from time to time, provided that any such price increases will take effect only upon the renewal of the contract term.

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4.4. **Taxes on Services.** Fees for Services and Professional Services do not include any taxes, levies, duties, or similar governmental assessments of any nature, including, for example, value-added, sales, excise, use, or withholding taxes or duties assessable by any jurisdiction (collectively, "**Taxes**"). Company is responsible for paying all Taxes associated with its receipt of Services and Professional Services, if any. If B-Stock is obligated by law to pay or collect Taxes for which Company is responsible, B-Stock will invoice Company and Company will pay that amount of such Taxes, including any penalties and interest as well as any costs associated with the collection or withholding thereof, including reasonable attorneys' fees. B-Stock is solely responsible for taxes assessable against its income, property, and employees.

4.5. **Third Party Costs and Services.** In the event Company requests that B-Stock implement or use any third-party services or applications in connection with the Services, such third-parties may charge Company additional fees pursuant to their own sales orders and terms and conditions. Company shall be solely responsible for all fees, costs, and expenses associated with such third-party services or applications. If B-Stock pays any such fees, costs, or expenses on Company's behalf, B-Stock will invoice Company for the amounts paid and Company will pay that amount. Notwithstanding the generality of the foregoing, the Services may facilitate payment processing through a licensed "**Payment Processing Provider**" for applicable transactions. The Payment Processing Provider may charge Company separate fees in accordance with its terms and conditions. The Payment Processing Provider is an independent third party with no affiliation with B-Stock. Accordingly, B-Stock shall have no liability for the Payment Processing Provider's acts or omissions, and Company's sole recourse shall be against such Payment Processing Provider. Company may be required to register with the Payment Processing Provider in order to receive Listing proceeds. Registration with the Payment Processing Provider may require that Company agree to the Payment Processing Provider's terms and conditions, fees, and privacy practices, all of which are independent from the terms of this Agreement and over which B-Stock has no control. B-Stock reserves the right to change the Payment Processing Provider at any time.

4.6. **Invoices.** Unless otherwise set out in the applicable Order Form, payment for all invoiced amounts is due within thirty (30) days of the date of the invoice.

5. PROPRIETARY RIGHTS; PRIVACY.

5.1. **B-Stock Marks and B-Stock Technology.** As between the parties hereto, B-Stock retains all rights, title, and interest, including all Intellectual Property Rights, in and to the B-Stock Marks, B-Stock Technology, and any and all technology developed by B-Stock or licensed to B-Stock by its third-party service providers pursuant to or in connection with this Agreement and the transactions contemplated hereby. Company receives no title to or ownership of any B-Stock Marks or B-Stock Technology. By way of clarification and not limitation, Company acknowledges that all the Intellectual Property Rights underlying all or a part of the Services shall belong exclusively to B-Stock and its third-party suppliers. There are no implied licenses under this Agreement, and any rights not expressly granted to Company hereunder are reserved by B-Stock or its third-party suppliers. Company will not exceed the scope of the licenses granted hereunder. If by operation of law or otherwise Company acquires any such rights, Company will upon request assign all such rights to B-Stock without consideration. B-Stock may update or make changes to the B-Stock Technology from time to time, provided such updates or changes do not materially diminish any features or functionality of the Services.

5.2. **Company-Provided Marks and Inventory Information.** As between the parties hereto, Company retains all right, title, and interest, including all Intellectual Property Rights, in and to the Company-Provided Marks and Inventory Information. Company is solely responsible for, and assumes all risks associated with the use and display of Company-Provided Marks on the Services. Company is solely responsible for all Inventory Information submitted to B-Stock and assumes all risks associated with End Users' reliance on its accuracy, completeness or usefulness, or any disclosure of Inventory Information. Company will not include third-party content or third-party marks in Inventory Information unless Company has the consent of the applicable third-party owner of such content. Company may not state or imply that Inventory Information is in any way provided, sponsored, or endorsed by B-Stock. Company acknowledges and agrees that B-Stock is not responsible for verifying the accuracy or truthfulness of any Inventory Information, and B-Stock makes no warranties or guarantees regarding the accuracy, currency, suitability, or quality of any Inventory Information submitted or approved by Company. Company hereby grants B-Stock a revocable, non exclusive, non-transferable, non-sub-licensable right and license, during the Term, to reproduce and display the Company-Provided Marks and Inventory Information in order to provide the Services. B-Stock will comply with any reasonable written trademark use guidelines provided by Company to B-Stock. As between the parties hereto, all use of Company-Provided Marks by B-Stock in connection with provision of the Services shall inure solely to the benefit of Company.

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5.3. **End User Data.** B-Stock retains all right, title, and interest in and to End User Data. Upon an End User becoming a Buyer, B-Stock will provide to Company such End User Data of the Buyer as is necessary for Company to conclude the purchase of the applicable Inventory and fulfill delivery of the Inventory to the Buyer, and B-Stock hereby grants to Company a non-sub-licensable right and license to use such End User Data solely for such purposes. End User Data constitutes the Confidential Information of B-Stock.

5.4. **Reservation of Rights.** Each party reserves any rights not expressly granted in this Agreement and disclaims all implied licenses, including, without limitation, implied licenses to trademarks, copyrights, trade secrets, and patents.

5.5. **B-Stock Data; Privacy Policy.** Company acknowledges and agrees that all information, metrics, and data generated or tracked by the Services as a result of Company's use of the Services shall belong exclusively to B-Stock, and B-Stock may use such information for any purpose, commercial or otherwise. By way of example and not limitation, B-Stock may track general purchase information about Buyers (e.g., average price of purchased Inventory), and B-Stock may exploit such information for any purpose. Personally identifiable information of End Users is subject to B-Stock's Privacy Policy located at

<https://www.bstocksupply/privacy>, which is incorporated herein by reference.

5.6. References to Company. Unless otherwise provided on the Order Form, B-Stock may use the Company Marks in presentations, marketing materials, customer lists, financial reports, and website listings (including links to Company's website) for the purpose of advertising or publicizing Company's use of the Services. B-Stock will comply with any reasonable written trademark use guidelines provided by Company to B-Stock. All use of Company Marks by B-Stock in connection with provision of the Services shall inure solely to the benefit of Company.

6. CONFIDENTIAL INFORMATION

6.1. Definition. "Confidential Information" refers to the following items one party to this Agreement ("**Discloser**") discloses to the other ("**Recipient**"): (a) any information in tangible form that Discloser marks "Confidential"; (b) any information Discloser orally designates as "Confidential" at the time of disclosure, provided Discloser confirms such designation in writing within ten (10) business days; and (c) any Intellectual Property Rights or other non-public, sensitive, or proprietary information Recipient knows or should reasonably consider a trade secret or otherwise confidential or proprietary information of the other party considering the nature of the information and the circumstances surrounding its disclosure. Notwithstanding the foregoing, Confidential Information does not include information that: (i) is in Recipient's possession at the time of disclosure; (ii) is independently developed by Recipient without use of or reference to Confidential Information of Discloser; (iii) becomes known publicly, before or after disclosure, other than as a result of Recipient's improper action or inaction; or (iv) is approved for release in writing by Discloser. The terms of this Agreement shall be deemed the Confidential Information of B-Stock.

6.2. Nondisclosure. Recipient shall not use Confidential Information for any purpose other than to facilitate the transactions contemplated by this Agreement (the "**Purpose**"). Recipient: (a) shall not disclose Confidential Information to any employee or contractor of Recipient unless such person needs access in order to facilitate the Purpose and has executed a nondisclosure or other agreement with Recipient with terms no less restrictive than those of this Section 6; and (b) shall not disclose Confidential Information to any other third party without Discloser's prior written consent. Without limiting the generality of the foregoing, Recipient shall protect Confidential Information with the same degree of care it uses to protect its own confidential information of similar nature and importance, but with no less than reasonable care. Recipient shall promptly notify Discloser of any misuse or misappropriation of Confidential Information that comes to Recipient's attention. Notwithstanding the foregoing, Recipient may disclose Confidential Information as required by applicable law or by proper legal or governmental authority. Recipient shall give Discloser prompt notice of any such legal or governmental demand and reasonably cooperate with Discloser in any effort to seek a protective order or otherwise to contest such required disclosure, at Discloser's expense. Without limiting the foregoing, and subject to compliance with applicable law, Recipient agrees to notify the Discloser in the event any element of this Agreement may need to be disclosed pursuant to any regulatory or other disclosure requirement, and to further seek confidential treatment requested by the other with respect to certain confidential elements of the Agreement and any documents related thereto (including information relating to fees, payments, and integration) in any governmental or public filings.

6.3. Injunctive Relief. Recipient agrees that breach of this Section 6 would cause Discloser irreparable injury, for which monetary damages would not provide adequate compensation, and that in addition to any other remedy, Discloser will be entitled to seek injunctive relief against such breach or threatened breach, without proving actual damage or posting a bond or other security.

6.4. Termination. Upon termination of this Agreement or the earlier request of the Discloser, the Recipient will destroy or return to the Discloser all Confidential Information of the Discloser and all documents or media containing any such Confidential Information of Discloser and any and all copies or extracts thereof; provided, however, that Recipient shall not be required to erase any Confidential Information of the Discloser stored electronically as part of an archival back-up system maintained by the Recipient in the ordinary course of business. The obligations of clause 6.2, above, will terminate three (3) years after the effective

date of termination or expiration of this Agreement; provided that any obligations related to Confidential Information constituting Discloser's trade secrets will continue for so long as such Confidential Information remains subject to trade secret protection pursuant to applicable law.

6.5. Retention of Rights. This Agreement does not transfer ownership of Confidential Information or grant a license thereto. Except to the extent that another section of this Agreement specifically provides to the contrary, Discloser will retain all right, title, and interest in and to all Confidential Information.

7. REPRESENTATIONS AND WARRANTIES; WARRANTY DISCLAIMER

7.1. Mutual Representations and Warranties. Each party represents and warrants to the other that: (a) it has full power and authority to enter into this Agreement and to grant the licenses and perform the obligations set forth herein without the further consent of any third party; (b) this Agreement has been duly authorized, executed and delivered by such party; and (c) it will comply with all applicable federal and state laws, rules and regulations in its performance under this Agreement.

7.2. B-Stock Representations and Warranties. B-Stock represents and warrants to Company that the Services will substantially conform with the specifications set forth in the Order Form under normal use and circumstances. In the event Company provides B-Stock with a written notification of breach of the warranty in this Section 7.2, B-Stock will use reasonable efforts to remediate the non-conformity, or re-perform the Services, as applicable, within a commercially reasonable time-period. The preceding sentence, in conjunction with Company's right to terminate this Agreement for breach where applicable, states Company's sole remedy and B-Stock's entire liability for breach of the warranty in this Section 7.2.

7.3. Company Representations and Warranties. Company represents and warrants to B-Stock that: (a) it owns, or has obtained all rights necessary to offer, distribute, sell and otherwise make available the Inventory (and its Inventory Information) and the Company-Provided Marks; (b) the Inventory (and its Inventory Information) and the Company-Provided Marks and the offering, distribution, and/or sale of the Inventory does not violate any applicable law, regulation, or restriction on sale and does not infringe or violate the rights of any third party, including any third party's copyrights, trademarks, services marks, trade dress, patents, or personal or proprietary rights; (c) the Inventory does not contain personally identifiable information of any third party; and (d) the Inventory does not contain items which have been identified as lost, stolen or subject to recall.

7.4. WARRANTY DISCLAIMER. EXCEPT AS SET FORTH IN SECTIONS 7.1, 7.2, and 7.3, ABOVE, AND TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, NEITHER PARTY PROVIDES TO THE OTHER ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY IMPLIED WARRANTY ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING: (A) B-STOCK DOES NOT REPRESENT OR WARRANT THAT THE SERVICES WILL PERFORM WITHOUT INTERRUPTION OR ERROR; AND (B) B-STOCK DOES NOT REPRESENT OR WARRANT THAT THE SERVICES OR DATA WILL BE COMPLETELY SECURE FROM UNAUTHORIZED ACCESS, COPYING, TRANSMISSION, VIEWING, THEFT, OR USE.

8. INDEMNIFICATION

8.1. Indemnification by B-Stock. B-Stock will defend, indemnify, and hold Company harmless from and against any and all claims, losses, liabilities, costs and expenses, including reasonable attorneys' fees (each a "Claim") which Company may incur as a result of any third-party actions arising from or relating to: (a) breach of any of B-Stock's representations, warranties or covenants herein; and (b) the misappropriation or infringement of such third-party's Intellectual Property Rights by the B-Stock Marks or B-Stock Technology. The indemnification in Section 8.1(b) will be B-Stock's sole and exclusive obligation and Company's sole and exclusive remedy as a result of any third-party actions arising from B-Stock's misappropriation or infringement of third-party Intellectual Property Rights.

8.2. Indemnification by Company. Company will defend, indemnify, and hold B-Stock harmless from and against any and all Claims which B-Stock may incur as a result of any third-party actions arising from or relating to: (a) breach of any of Company's representations, warranties or covenants herein; (b) Inventory Information, except to the extent B-Stock modified such Inventory Information and the Claim would not have arose but for such modification; (c) sale to, or use of any Inventory by, a third party and any damages resulting therefrom, including without limitation property damage, personal injury and/or death; (d) Company's breach of the Get Live!'s Terms of Purchase, other than a breach caused solely by the actions of

^B Stock; (e) Company's delay or failure to remit to applicable taxing authorities any Taxes arising from the sale of Inventory which Company is legally obligated to remit; and (f) the misappropriation or infringement of such third-party's Intellectual Property Rights by any Inventory, Inventory Information, or Company-Provided Marks. The indemnification in Section 8.2(f) will be Company's sole and exclusive obligation and B-Stock's sole and exclusive remedy as a result of any third-party actions arising from misappropriation or infringement of third-party Intellectual Property Rights.

8.3. Conditions to Indemnification. The obligations of the indemnifying party ("**Indemnitor**") pursuant to Sections 8.1 and 8.2, above: (a) include retention and payment of attorneys and payment of court costs, as well as settlement at Indemnitor's expense and payment of judgments; and (b) will be excused to the extent that the other party ("**Indemnitee**") fails to provide prompt notice of the Claim or fails to reasonably cooperate with Indemnitor and such failure materially prejudices the defense of the Claim. Indemnitor will control the defense of any Claim, including appeals, negotiations, and any settlement or compromise thereof; provided that Indemnitee will have the right, not to be exercised unreasonably, to reject any settlement or compromise that requires that it admit wrongdoing or liability or subjects it to any ongoing affirmative obligations. The Indemnitee will have the right to participate in the defense of any Claim using attorneys of its choice and at its own expense.

9. LIMITATIONS OF LIABILITY

9.1. NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR: (A) ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES; (B) LOSS OF REVENUE, PROFITS, GOODWILL OR ANTICIPATED SALES OR SAVINGS; OR (C) LOSS OR CORRUPTION OF DATA.

9.2. B-STOCK WILL NOT BE LIABLE TO COMPANY FOR: (A) ANY ERRORS OR OMISSIONS ARISING FROM THE LISTING OF INVENTORY THROUGH THE SERVICES UNLESS DUE TO B-STOCK'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; (B) LOSSES OR DAMAGES ARISING FROM THE USE OF INVENTORY BY ANY THIRD PARTY, INCLUDING PROPERTY DAMAGE, PERSONAL INJURY AND/OR DEATH; OR (C) LOSSES OR DAMAGES ARISING FROM ANY CLAIMS RELATED TO THE TRANSPORTATION OR DELIVERY OF INVENTORY TO A WINNING END USER, INCLUDING, WITHOUT LIMITATION, ANY FAILURE, DELAY, OR INTERRUPTION IN THE DELIVERY OF INVENTORY TO A WINNING END USER.

9.3. EXCEPT FOR EACH PARTY'S OBLIGATIONS UNDER SECTION 6 (CONFIDENTIAL INFORMATION) AND SECTION 8 (INDEMNIFICATION), AND COMPANY'S OBLIGATION TO PAY FEES AND OTHER AMOUNTS TO B-STOCK PURSUANT TO THIS AGREEMENT, A PARTY'S AGGREGATE, CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED ONE HUNDRED THOUSAND DOLLARS (\$100,000). THIS LIMITATION OF EACH PARTY'S LIABILITY IS CUMULATIVE, WITH ALL PAYMENTS FOR CLAIMS OR DAMAGES IN CONNECTION WITH THIS AGREEMENT BEING AGGREGATED TO DETERMINE SATISFACTION OF THE LIMIT. THE EXISTENCE OF MULTIPLE CLAIMS WILL NOT ENLARGE THE LIMIT.

9.4. THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 9 SHALL APPLY: (A) REGARDLESS

OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE; (B) EVEN IF A PARTY HAS BEEN ADVISED IN ADVANCE OF THE POSSIBILITY OF THE DAMAGES IN QUESTION; AND (C) NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY HEREIN. If applicable law limits the application of the provisions of this Section 9, a party's liability will be limited to the maximum extent permissible.

10. TERM AND TERMINATION

10.1. **Term.** The Agreement will commence on the Effective Date and continue in effect for the period set forth in the Order Form, unless earlier terminated as provided herein (the "**Initial Term**"). Following the Initial Term, this Agreement will automatically renew for successive terms of the same duration as the Initial Term

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(each a "**Renewal Term**") unless either party provides written notice to the other party of its intent to not renew this Agreement at least thirty (30) days prior to the expiration of the then-current Term.

10.2. **Termination for Cause.** A party may terminate this Agreement: (a) in the event of a material breach of this Agreement by the other party if the non-breaching party provides written notice to the other party specifying the nature of the breach and the breach remains uncured for thirty (30) days following the receipt by the breaching party of the written notice; or (b) if the other party (i) ceases doing business in the normal course; (ii) is the subject of any state or federal proceeding (whether voluntary or involuntary) relating to its bankruptcy, insolvency or liquidation that is not dismissed within ninety (90) days; or (iii) makes an assignment for the benefit of creditors or a receiver is appointed for a substantial part of the other party's assets. Notwithstanding the foregoing, B-Stock may terminate this Agreement immediately, without notice: (x) if Company breaches a material term of this Agreement that is incapable of cure; (y) to comply with applicable law; or (z) to avoid or mitigate any potential liability owed to third parties; provided that B-Stock provides notice of such termination promptly after exercising such immediate termination right.

10.3. **Effect of Termination.** Upon expiration or termination of this Agreement for any reason: (a) all licenses granted by either party to the other party hereunder shall terminate; (b) B-Stock will deactivate Company's account and cease providing the Services; (c) B-Stock will cease placing Listings on Company's behalf; and (d) Company will complete any pending transactions per the terms of their respective Listings unless B-Stock instructs otherwise. Notwithstanding any termination or expiration of this Agreement, if Company has elected to have B-Stock collect payments from Buyers, then for five (5) days following termination or expiration, B-Stock will continue its efforts to collect payments for Listings that concluded prior to termination or expiration but for which payment has not yet been received from the Buyers.

10.4. **Suspension.** B-Stock may suspend Company's access to the Services if B-Stock has a good faith belief that (a) Company is in material breach of this Agreement, including without limitation a failure to pay any amounts due under this Agreement when due, (b) such suspension is necessary to reduce exposure to third-party claims, or (c) a suspension is necessary to comply with any applicable law.

10.5. **Survival.** Those clauses of this Agreement which by their express terms, or by their nature should survive the expiration or termination of this Agreement shall so, including without limitation clauses 1, 4, 5, 6, 7.4, 8, 9, 10.3, 11, and 12.

11. INSURANCE

11.1. **Insurance Coverage.** Each party shall maintain, throughout the Term of this Agreement and extending for two (2) years following the expiration or termination of the Agreement, insurance policies providing the following coverage: (a) commercial general liability insurance (including product liability and completed operations liability) with annual limits of liability of not less than one million dollars (\$1,000,000) combined single limit per occurrence and two million dollars (\$2,000,000) annual aggregate; (b) workers compensation

providing statutory benefits in accordance with the laws and regulations in all jurisdictions in which such party operates; (c) business auto liability insurance covering owned, non-owned, and hired autos with limits of not less than one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage liability; (d) umbrella excess liability coverage with a limit of not less than three million dollars (\$3,000,000) for bodily injury and property damage liability; and (e) technology errors & omission (technology liability insurance, intellectual property infringement, and data protection liability insurance (cyber liability)) covering liabilities for financial loss resulting or arising from acts, errors, or omissions, in rendering or in connection with the services provided under this Agreement, with limit of not less than five million dollars (\$5,000,000) for each and every claim and in the aggregate.

11.2. **Certificates.** Each party shall furnish to the other party certificates evidencing that the foregoing policies are in effect upon such other party's request.

12. GENERAL TERMS

12.1. **Notice.** Any notice permitted or required under this Agreement will be made in writing and delivered by personal delivery, overnight courier, or first-class certified or registered mail, return receipt requested, and will be deemed given (a) upon personal delivery, (b) one business day after deposit with an overnight courier, and (c) three business days after deposit in the mail if sent via certified or registered mail, return receipt requested, with proper postage prepaid. Notices will be sent to a party at its address set forth above or such other address as that party may specify in writing pursuant to this provision.

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12.2. **Publicity and Press Release.** Except as permitted under Section 5, neither party will make any public statement or press release relating to this Agreement without the prior written approval of the other party.

12.3. **Independent Contractors.** The parties are independent contractors and will so represent themselves in all regards. Neither party is the partner or agent of the other, and neither may legally bind the other. No B Stock employee or contractor will be an employee of Company, and B-Stock shall be responsible for providing all employment rights and benefits to which such persons may be entitled, including, but not limited to: (a) federal, state, and local income and employment taxes and social security contributions; (b) workers' compensation, health benefits, vacation pay, holiday pay, retirement benefits, pension benefits, disability benefits; and (c) insurance.

12.4. **Assignment.** Neither party may assign this Agreement or any of its rights or obligations hereunder to an unaffiliated third party without the other party's prior written consent, except that either party may assign this Agreement to the surviving party in a merger of that party into another entity or in an acquisition of all or substantially all of that party's assets. An assignment authorized pursuant to the preceding sentence shall not become effective unless and until the assignee agrees in writing to be bound by all the assigning party's rights and obligations set forth in this Agreement.

12.5. **Severability.** If any provision herein is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The parties agree to replace any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision.

12.6. **Force Majeure.** No delay, failure, or default will constitute a breach of this Agreement to the extent caused by acts of war, terrorism, acts of nature, pandemics, strikes, riots, embargoes, or other causes beyond the performing party's reasonable control.

12.7. **No Third-Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended or shall be construed to create any rights in, or confer any benefits upon, any person or entity other than the parties to this Agreement. For clarity, Company's customers or other entities on whose behalf Company lists Inventory

under this Agreement are and shall not be third-party beneficiaries.

12.8. **No Waiver.** Neither party will be deemed to have waived any of its rights under this Agreement by lapse of time or by any statement or representation other than by an authorized representative in an explicit, written waiver. No waiver or a breach of this Agreement will constitute a waiver of any other breach of this Agreement

12.9. **Choice of Law; Jurisdiction; Attorneys' Fees.** This Agreement will be governed by the internal laws of the State of California, without reference to any conflicts of law principle that would apply the substantive laws of another jurisdiction to the parties' rights or duties. The parties consent to the personal and exclusive jurisdiction of the federal and state courts located in San Francisco, California. In the event that any suit or action is instituted under or in relation to this Agreement, including without limitation to enforce any provision in this Agreement, the prevailing party in such dispute shall be entitled to recover from the losing party all fees, costs and expenses of enforcing any right of such prevailing party under or with respect to this Agreement, including without limitation, such reasonable fees and expenses of attorneys and accountants, which shall include, without limitation, all fees, costs and expenses of appeals.

12.10. **Service Providers.** Company acknowledges that B-Stock is entitled to subcontract any of its contractual obligations related to the provision of services described herein to third parties selected by B Stock. In addition, Company acknowledges and agrees that the B-Stock servers on which the Services are hosted are located at the facilities of third parties in the United States.

12.11. **Construction.** The parties agree that the terms of this Agreement result from negotiations between them. This Agreement will not be construed in favor of or against either party by reason of authorship.

12.12. **Entire Agreement.** This Agreement, including all exhibits, schedules and addenda attached hereto, sets forth the entire understanding and agreement of the parties and supersedes all oral or written agreements or understandings between the parties. This Agreement may be changed only by a writing signed by both parties. No text or information set forth on any other purchase order, preprinted form, or document (other than the executed Order Form) shall add to or vary the terms and conditions of this Agreement.