

**1. PRODUCT-SPECIFIC TERMS**

**1.1 Scope.** The Data Insights Product-Specific Terms form part of the Agreement between You and Us for Services where You have ordered one or more of the Data Insights products that We make accessible through the Software Services or as otherwise noted herein (the “**Data Insights Services**”). These terms supplement certain terms of the Agreement solely with respect to use and access to Data Insights and are incorporated by reference into Your Order Form. Capitalized terms used but not defined herein have the meanings given to them in the General Terms.

**2. THE DATA INSIGHTS SERVICES**

**2.1 Usage limits and credentials.** Depending on the Data Insights Services subscribed for, access may be subject to certain usage limits and use of additional or specific login credentials. These credentials are unique to each user and may not be shared. You are responsible for ensuring that each of Your users keeps login credentials strictly confidential. You will notify Us immediately upon discovering any suspected unauthorized access to Data Insights Services or misuse of a user’s credentials and will cooperate with Us to investigate and remediate the situation, including providing necessary information and taking all reasonable action requested by Us.

**2.2 User reassignment.** Subscription seats may be reassigned between uniquely identified individuals during the Service Term with advance notice to Us but may not be reassigned so frequently as to enable the sharing of a single subscription between multiple users.

**2.3 Changes and pre-release offerings.** From time to time, We may create additional Data Insights Services to which You may subscribe. We may also, in Our discretion, update or enhance existing Data Insights Services to which You have subscribed. If We grant You the right to use or test pre-release or beta Data Insights Services or related product offerings (“**Beta Data Offerings**”), You understand that any right to use or test Beta Data Offerings may be revoked at any time and for any reason at Our sole discretion, without any liability to You. You understand Beta Data Offerings are provided “as-is” and are under development, may be inoperable or incomplete and likely contain bugs and errors. We make no promises Beta Data Offerings will become generally available. All information regarding the characteristics, features or performance of any Beta Data Offerings constitutes Our Confidential Information. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, OBLIGATIONS OR LIABILITIES WITH RESPECT TO BETA DATA OFFERINGS.

**2.4 Our proprietary rights.** The Data Insights Services, including any object code and source code of the foregoing, will be considered Our Materials, and all right, title and interest in and to Data Insights Services, is and will remain with Us or Our applicable Affiliates or licensors. For clarity, the Data Insights Services do not include any Non-RBAS Applications or Non-RBAS Application Materials.

**2.5 Acknowledgement.** In order to provide You and other customers with some of the features of certain Data Insights products, We perform analytics on data we acquire or license from third parties, Customer Data and other data You may specifically provide to Us for such purpose. You hereby acknowledge and agree that We may collect, use, publish, disseminate, sell, transfer, combine with other data, and otherwise exploit the Customer Data, such other

provided data and the resulting Data Insights for any lawful purpose provided that such Customer Data or other provided data has been aggregated, or anonymized or de-identified, by Us and does not and shall not identify You, a member of Your Affiliated Network or any individual.

**2.6 Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED IN THESE DATA INSIGHTS PRODUCT-SPECIFIC TERMS, DATA INSIGHTS SERVICES AND VALUATION SERVICES (AS DEFINED IN SECTION 5) ARE PROVIDED WITHOUT ANY WARRANTY, CONDITION, UNDERTAKING OR GUARANTEE OF ANY KIND AND WE AND OUR AFFILIATES MAKE NO REPRESENTATIONS AND HEREBY DISCLAIM ANY EXPRESS, IMPLIED AND STATUTORY WARRANTIES (TO THE EXTENT PERMITTED BY LAW AND WHETHER NOW OR SUBSISTING IN THE FUTURE) OF ANY KIND INCLUDING SUCH WARRANTIES IN RESPECT OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS, ACCURACY, TIMELINESS, AVAILABILITY OR COMPLETENESS OF THE DATA INSIGHTS SERVICES OR VALUATION SERVICES. WE MAKE NO GUARANTEES THAT ANYONE WILL ACTUALLY REALIZE ANY PARTICULAR VALUE OR FINANCIAL RESULT ON THE PURCHASE, SALE, FINANCING, LEASE OR TRADE OF ANY ASSET WHEN BASING SUCH DECISIONS ON INSIGHTS RECEIVED OR GAINED FROM DATA INSIGHTS SERVICES OR VALUATION SERVICES, NOR THAT YOU WILL BE ABLE TO OBTAIN ANY PARTICULAR FORM OF CERTIFICATION FROM ANY FINANCIAL SUPERVISORY AUTHORITY IN CONNECTION WITH YOUR USE OF THE VALUATION SERVICES. FURTHER, WE WILL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR THE INACCURACY OR INCOMPLETENESS OF DATA INSIGHTS OR FOR ANY ERRORS OR OMISSIONS IN THE DATA INSIGHTS.

**2.7 Survival.** Sections 2.4-2.7, 3.7-3.9, 4.6, 5.7-5.10, 5.12, 5.15 and 5.16 will survive expiry or earlier termination of the Agreement.

**3. RB MARKET TRENDS**

**3.1 General.** Section 3 only applies where We provide You access to RB Market Trends.

**3.2 Visualizations.** RB Market Trends is a Data Insights Service that provides users with access to analysis and visualizations of Data Insights (“**Visualizations**”) that are powered by a Non-RBAS Application, Tableau Online, which is owned and operated by Tableau Software, Inc. (“**Tableau**”). Visualizations are accessed by Your users through the Software Services or directly by logging into Ritchie Bros.’ cloud-based instance of Tableau Online.

**3.3 Access.** So long as You pay the fees and comply with all other terms and conditions of this Agreement, We will make Visualizations available to each uniquely identified Registered User or other individual who will interact with the Visualizations on Your behalf (each a “**Visualization User**”) for Your and Your Affiliated Network’s own internal business purposes. We will procure unique login credentials from Tableau for each Visualization User that is designated by You as a user of RB Market Trends in accordance with the usage limits specified in the applicable Order Form. Only those Visualization Users who are provided unique login credentials may access and use RB Market Trends.

**3.4 Support.** Upon request, We will provide commercially reasonable efforts to provide You with technical support services to advise Your Visualization Users on accessing Visualizations.

**3.5 Restrictions.** Subject to limited rights granted in Section 3.6, in addition to compliance with the restrictions set forth in the

Acceptable Use Policy, as a condition of access to Visualizations, You will, and will ensure Visualization Users, do not: (a) sell, license, sublicense, exploit, redistribute or permit the use of Visualizations, or derivative works therefrom, for the benefit of any other person or entity; (b) disclose, display or disseminate any Visualization in whole or in part, or any derivative work therefrom, in public, including but not limited to conferences, trade shows or any other external group event or forum; (c) access or use Visualizations other than through the interfaces made available by Us for such purpose; (d) use any robot, spider or other manual or automatic device or technique to extract, “scrape”, collect, retrieve, index, mine, copy or otherwise reproduce or store information or content available on RB Market Trends, other than the functionality made available by Us therein; (e) in any way circumvent the navigational structure or presentation of Visualizations; or (f) violate the general restrictions on the use of Tableau Online specified in Section 3.7 below (Terms required by Tableau Software, Inc.).

**3.6 Permitted Uses.** Your Visualization Users are hereby granted a limited, non-exclusive, nontransferable, nonsublicensable right during the Service Term to: (a) copy, print or download a de minimus number of Visualizations solely via the functionality provided (“**Reproducible Content**”) and (b) reproduce, use and adapt such Reproducible Content, in combination with content and materials belonging or licensed to You or Your Affiliated Network, in order to distribute, display or otherwise make available such material to: (x) Your or Your Affiliated Network’s own customers or clients downstream for purposes of conducting due diligence regarding, or engaging in one or more transactions related to, equipment or to one or more third parties who are parties to such transactions and need to know same for purposes of engaging in such transactions, and (y) You or Your Affiliated Network’s internal end-users for internal business purposes only; provided that in each case any embedded copyright notices are retained and we receive appropriate attribution for the Reproducible Content used.

**3.7 Terms required by Tableau Software, Inc.** YOU AND YOUR VISUALIZATION USERS HAVE NO DIRECT RELATIONSHIP WITH TABLEAU AND TABLEAU SHALL HAVE NO WARRANTY, SUPPORT OR OTHER OBLIGATIONS OR LIABILITY TO YOU AND YOUR VISUALIZATION USERS WHATSOEVER. YOU AND YOUR VISUALIZATION USERS WILL DEAL DIRECTLY WITH US.

You will not, and will not allow any Visualization User or third party to:

- a. decompile, disassemble, or otherwise reverse engineer Tableau Online or any components licensed from third parties or attempt to reconstruct or discover any source code, APIs, underlying ideas, algorithms, file formats or programming interfaces of Tableau Online or the any components licensed from third parties by any means whatsoever (except and only to the extent that applicable law prohibits or restricts reverse engineering restrictions, or as permitted by an applicable open source software license);
- b. distribute, sell, sublicense, rent, lease or use Tableau Online or any components licensed from third parties (or any portion thereof) for time sharing, hosting, service provider or like purposes;
- c. remove any product identification, proprietary, copyright trademark, service mark, or other notices contained in Tableau Online or any components licensed from third parties (including any data visualizations accessed via the use of Tableau Online);

- d. modify any part of Tableau Online or any components licensed from third parties, create a derivative work of any part of Tableau Online or any components licensed from third parties, or incorporate Tableau Online or any components licensed from third parties into or with other software, except to the extent expressly authorized in writing by Us or as permitted by an applicable open source software license;
- e. publicly disseminate performance information or analysis (including, without limitation, benchmarks) from any source relating to Tableau Online;
- f. utilize any equipment, device, software, or other means designed to circumvent or remove any form of copy or other protection used by Tableau in connection with Tableau Online, or use Tableau Online together with any user credentials or other copy protection device not supplied by Us;
- g. use Tableau Online to develop a product which is competitive with any Tableau product offerings; or
- h. assert, nor will You authorize, assist or encourage any third-party to assert, against Tableau Online or any of its affiliates, customers, vendors, business partners, or licensors, any patent infringement or other intellectual property infringement claim regarding Tableau Online.

**3.8 Effect of termination.** Upon expiry or earlier termination of the Service Term in accordance with the General Terms, You and Your Visualization Users shall cease all access to and use of Visualizations.

**3.9 Suspension right.** In addition to any of Our other rights under the Agreement, We may suspend accounts of Visualization Users, in whole or in part, without liability where We are required to do so by Tableau as a result of a violation by a Visualization User of Section 3.7.

#### **4. RB PRICING TOOL**

**4.1 General.** Section 4 only applies where We provide You access to the RB Pricing Tool.

**4.2 Pricing.** RB Pricing Tool is a Data Insights Service that provides users with access to current asset pricing and other related Data Insights (“**Pricing Insights**”). The RB Pricing Tool is accessible by Your users through the Software Services or directly by logging in through Our proprietary web-based application.

**4.3 Access.** So long as You pay the fees and comply with all other terms and conditions of this Agreement, We will make the RB Pricing Tool available to each uniquely identified Registered User or other individual who will interact with the tool on Your behalf (each a “**Pricing User**”) for Your and Your Affiliated Network’s own internal business purposes. You are responsible for designating the Pricing User rights and permissions for each of Your Registered Users. We will provide unique login credentials for each Pricing User that is designated by You in accordance with the usage limits specified in the applicable Order Form. Only those Pricing Users who are provided unique login credentials may access and use the RB Pricing Tool.

**4.4 Support.** Upon request, We will provide commercially reasonable efforts to provide You with technical support services to advise Your Pricing Users on accessing the RB Pricing Tool.

**4.5 Restrictions.** In addition to compliance with the restrictions set forth in the Acceptable Use Policy, as a condition of access to the

RB Pricing Tool, You will, and will ensure Pricing Users, do not: (a) sell, license, sublicense, exploit, redistribute or permit the use of Pricing Insights, or derivative works therefrom, for the benefit of any other person or entity; (b) disclose, display or disseminate any Pricing Insights in whole or in part, or any derivative work therefrom, in public, including but not limited to conferences, trade shows or any other external group event or forum; (c) access or use the RB Pricing Tool other than through the interfaces made available by Us for such purpose; (d) use any robot, spider or other manual or automatic device or technique to extract, "scrape", collect, retrieve, index, mine, copy or otherwise reproduce or store information or content available on the RB Pricing Tool, other than the functionality made available by Us therein; or (e) in any way circumvent the navigational structure or presentation of the RB Pricing Tool.

4.6 **Effect of termination.** Upon expiry or earlier termination of the Service Term in accordance with the General Terms, You and Your Pricing Users shall cease all access to and use of RB Pricing Tool.

## 5. VALUATION SERVICES

5.1 **General.** Section 5 only applies where We provide You Valuation Services.

5.2 **Additional Definitions.** As used in this Section 5 of these Data Insights Product-Specific Terms, the following terms will mean:

**"Supporting Documentation"** means documentation prepared by Us or Our Affiliate that describes as of the date of specified in the documentation the principal methodology and testing applied by Us or Our Affiliate to the general residual value curves and indices contained in the Valuation Materials.

**"Valuation Materials"** means Data Insights in the form of hard copy PDF reports, Excel data files or XML data that contain the equipment and other asset valuation curves, indices, data and other content, and any updates thereto.

**"Valuation Services"** means: (a) delivery of the Valuation Materials and any related services, and (b) the web-based valuation tools (such as the Finance Calculator or Price Indicator) including any updates thereto, each as further described in an Order Form.

**"Valuation User"** means an individual who is authorized by You to use web-based Valuation Services on Your behalf for which You have purchased a subscription (or in the case of such Valuation Services provided without charge, for which We have made available to You), and to whom We have supplied user credentials.

5.3 **Subscriptions.** So long as You pay the fees and comply with the other terms and conditions of this Agreement, You may receive, access and use the Valuation Services during the Service Term on a non-exclusive basis solely for Your internal business purposes in connection with Your valuation of equipment and other assets. For those Valuation Services subject to usage limits specified in the applicable Order Form, You acknowledge that those Valuation Services may only be accessed in accordance with such limits.

5.4 **Provision of Valuation Services.** We will during the Service Term: (a) make the Valuation Services and all updates available to You pursuant to this Agreement and applicable Order Form; (b) upon Your request once per year provide one (1) free copy of the Supporting Documentation to You; (c) use commercially reasonable efforts to make the web-based Valuation Services

ordered available to You at all times, except for: (i) planned downtime, and (ii) any unavailability caused by circumstances beyond Our reasonable control; and (d) provide the Valuation Services and Supporting Documentation in accordance with the laws and regulations applicable to Our provision of Valuation Services to customers generally (i.e. without regard for Your particular use).

5.5 **Support for webservice.** Supplier will use commercially reasonable efforts to provide requested assistance to Valuation Users troubleshooting setup and access to the Valuation Services webservice.

5.6 **Valuator support.** In the event You require a member of Our valuations team to attend in-person meetings with You, You acknowledge We reserve the right to make such assistance conditional on payment of a reasonable hourly rate and reimbursement of any reasonable out-of-pocket expenses (i.e. reasonable accommodation, subsistence and travel) that may be incurred by Our representative in the course of attending meetings and providing assistance at Your premises or those of any third party. Such amounts are subject to Your pre-approval before being incurred or charged and will be payable by You thirty (30) days from date of receipt of invoice.

5.7 **Reservation of rights.** Subject to the limited rights expressly granted under this Section 5, We, Our Affiliates and Our respective licensors reserve all of their right, title and interest in and to the Valuation Services, Valuation Materials and Supporting Documentation, including all related Intellectual Property Rights therein.

5.8 **License Grant.** We hereby grant You: (a) a revocable, non-exclusive, non-assignable, limited right to download and use operationally the Valuation Materials and Supporting Documentation, and where ordered, integrate the Valuation Materials into Your own valuation system, in each case solely for Your internal business purposes in connection with Your valuation of equipment and other assets; and (b) a perpetual, royalty-free, non-exclusive, non-assignable, limited right to copy internally the Valuation Materials and Supporting Documentation received for regulatory, archival and/or backup purposes as needed in the normal course of business to support Your ongoing operational use permitted in subparagraph (a) of this Section.

5.9 **Your responsibilities.** In addition to compliance with the restrictions set forth in the Acceptable Use Policy, as a condition of access to the Valuation Services, You will, and will ensure Valuation Users, do not:

a) sell, license, sublicense, rent, lease, redistribute, make available, or otherwise exploit any Valuation Materials, Valuation Services, Supporting Documentation, or derivative works therefrom, in a service bureau, outsourcing offering or in a manner where it would be reasonably likely to be used by a third party as a substitute for the Valuation Services;

b) display or disseminate any Valuation Materials or Supporting Documentation, in whole or in part, in public, including but not limited to conferences, trade shows or any other external group event or forum; or

c) remove any copyright or proprietary notices contained in the Valuation Materials or Supporting Documentation.

Notwithstanding anything to the contrary contained in this Agreement, You may make Valuation Materials and Supporting Documentation available to financial supervisory authorities in connection with any available certification procedures or process that is for Your benefit, but in such cases, only to the extent necessary to comply with or obtain such certification.

5.10 **Suspension.** In addition to any of Our other rights under the Agreement, if You violate Sections 5.9 above, We may suspend, immediately, the provision of any Valuation Services in whole or in part without penalty, until such violation is remedied and if not so remedied until termination of the Agreement.

5.11 **Our warranties.** We warrant that during the Service Term: (a) the Valuation Materials will conform and comply in all material respects with the Supporting Documentation; and (b) We will use commercially reasonable efforts to ensure updates to the Valuation Services are made at the frequency specified in the applicable Order Form to reflect updated Data Insights in Our possession. For any breach of a warranty above, Your exclusive remedy is Our correction or re-performance of the deficient services as soon as reasonably practicable at no additional cost.

5.12 **Acknowledgment.** You acknowledge that the Valuation Services assume equipment or other assets being valued are in normal operating condition having regard to their age, and their use and regular maintenance in accordance with manufacturer's specifications and recommendations. You also acknowledges that valuation estimates derived from the Valuation Services are perishable and reflect the information known to Us as of the date the underlying Data Insights supporting the Valuation Services were last updated.

5.13 **Indemnification by Us.** We will defend You, at Our expense, against any Claims made or brought against You by a third party alleging that any purchased Valuation Services or Supporting Documentation infringes any third party's patent, copyright or trademark or misappropriates such third party's trade secrets enforceable in any jurisdiction that is a signatory to the Berne Convention (a "**Claim Against You**"), and will indemnify You against any damages and costs (including reasonable attorneys' fees) finally awarded against You by a court of competent jurisdiction or agreed to in a written settlement agreement approved by Us, in connection with a Claim Against You; provided that, upon receiving notice of a Claim Against You, You will: (a) promptly give Us written notice of the Claim Against You, (b) give Us sole control of the defense and settlement of the Claim Against You (except that We may not settle any Claim Against You unless it unconditionally releases You of all liability), and (c) give Us all reasonable assistance, at Our expense. Our indemnification obligation shall be offset or reduced to the extent Our ability to defend or settle a claim is prejudiced by Your failure to comply with the preceding sentence. If We receive information about an infringement or misappropriation claim related to the Valuation Services or Supporting Documentation, We may in Our discretion and at no cost to You (i) modify the Valuation Services or Supporting Documentation so that they are no longer claimed to infringe or misappropriate, (ii) obtain a license for Your continued use of the impacted Valuation Services or Supporting Documentation in accordance with this Agreement, or (iii) terminate Your subscriptions for the Valuation Services upon thirty (30) days' written notice and refund You any prepaid fees covering the remainder of the Service Term of the terminated subscriptions. The

above defense and indemnification obligations do not apply to the extent: (1) the allegation does not state with specificity that the Valuation Services are the basis of the Claim Against You; (2) a Claim Against You arises from the use or combination of the Valuation Services or any part thereof with software, hardware, data, or processes not provided by Us, if the Valuation Services or use thereof would not infringe without such combination; or (3) a Claim Against You arises from Your breach of this Agreement or applicable Order Form.

5.14 **Exclusive Remedy.** Section 5.13 states Our sole liability to You, and Your exclusive remedy for, a Claim Against You.

5.15 **End of trial period.** At the end of any trial period, You will destroy and delete all originals and copies of any Valuation Materials and Supporting Documentation provided to You and Valuation Users and any Data Insights received through the web-based Valuation Services. Upon request, You will provide a certificate confirming compliance with the foregoing obligation.

5.16 **Effect of Termination on Services.** Upon expiry or earlier termination of the Service Term, You will promptly:

- a) cease accessing any web-based Valuation Services;
- b) destroy and delete any stand-alone copies of the Valuation Materials and Supporting Documentation that were provided to You and Valuation Users during the Service Term, and instruct any third parties who received copies as permitted by this Agreement to do the same, except that any archival/backup copies of the Valuation Materials and Supporting Documentation made by You in the normal course of business for non-commercial purposes (i.e. disaster recovery, evidence of regulatory compliance) may be retained for such non-commercial purposes only and subsequently destroyed or overwritten in accordance with Your data retention policies and procedures; and
- c) cease using for any new purposes or initiatives any Data Insights received through the web-based Valuation Services or derivative works therefrom that are used operationally or that were integrated by You into Your own valuation system prior to the effective date of termination or expiry.

Upon request, Customer will provide a certificate confirming its compliance with this Section 5.16. For clarity, expiry or earlier termination of this Agreement will not affect the rights granted to You in Section 5.8(a) to existing content and data derived by You from Valuation Materials that was used operationally or integrated by You into Your own valuation system prior to the effective date of termination or expiry, provided that Your use remains consistent with the original purpose and initiative for which the content and data were used or integrated and such further use continues to be made in accordance with the usage restrictions in Section 5.9 above.