

RB ASSET VALUATOR
BETA SUBSCRIPTION TERMS

These Beta Subscription Terms (“**Beta Terms**”) govern Your participation in, and access to, the beta release of RB Asset Valuator (the “**Beta Offering**”). Capitalized terms have the meanings described herein.

BY: (1) CLICKING A BOX INDICATING ACCEPTANCE; (2) ACKNOWLEDGING ACCEPTANCE OF THESE BETA TERMS IN A SEPARATE DOCUMENT REFERENCING OR INCORPORATING THEM; AND/OR (3) ACCESSING OR USING RB ASSET VALUATOR, YOU ACCEPT AND AGREE TO BE BOUND BY THESE TERMS. THE BETA OFFERING IS FOR YOUR PROFESSIONAL AND BUSINESS USE; IT IS NOT DESIGNED FOR PERSONAL, FAMILY OR HOUSEHOLD USE.

IF THE INDIVIDUAL ACCEPTING THESE TERMS IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, SUCH INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS “YOU” AND “YOUR” SHALL REFER TO THE INDIVIDUAL AND SUCH ENTITY. IF THE INDIVIDUAL ACCEPTING THESE TERMS DOES NOT HAVE SUCH AUTHORITY, OR DOES NOT AGREE WITH THESE TERMS, SUCH INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT ACCESS OR USE RB ASSET VALUATOR.

Ritchie Bros.’ direct competitors are prohibited from accessing RB Asset Valuator, except with Our prior written consent. These Beta Terms were last updated on June 30, 2020 and are effective between You and Us as the date of Your acceptance.

PLEASE READ THIS AGREEMENT CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. THIS AGREEMENT CONTAINS A MANDATORY CLASS ACTION/JURY TRIAL WAIVER PROVISION BY WHICH YOU AGREE TO THE USE OF A BENCH TRIAL ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, AND NOT TO USE JURY TRIALS OR CLASS ACTIONS.

- 1. Participation in Beta Offering.** RB Asset Valuator is a data insights service that forms part of the RB Asset Solutions suite of services. RB Asset Valuator provides users with access to current equipment asset pricing, descriptions, photos and other related information (“**Pricing Insights**”) derived from the operation of Our, and Our affiliates’, disposition and listing solutions and Our proprietary algorithms. These Beta Terms cover your participation in, and access to, the beta release of RB Asset Valuator (the “**Beta Offering**”). You understand that Your participation in this Beta Offering is voluntary and is being made available for the purpose of providing Us with feedback on the quality and usability of the Beta Offering. You understand that, unless otherwise agreed to in writing, We are not obligated to provide You with access to RB Asset Valuator during the Beta Service Term or at any time thereafter, and we may condition continued access upon Your acceptance of revised or new terms and conditions.
- 2. Access.** Subject to the terms and conditions of these Beta Terms, We will make the Beta Offering available to You (a “**Pricing User**”) for testing and evaluation purposes on a limited, non-transferable, non-sublicensable, and non-exclusive basis for your professional and business use during the Beta Service Term. If You are a current RB Asset Solutions inventory management system (“**IMS**”) user, Your access will be enabled through Your IMS account. If You do not have an IMS account, You can register for the Beta Offering with us by creating a separate RB Asset Valuator account for which you must assign unique login credentials to gain access. These credentials may not be shared. You are responsible for ensuring that the credentials are kept confidential. You will notify Us immediately upon discovering any suspected unauthorized access to Data Insights Services or misuse of a Your credentials and will cooperate with Us to investigate and remediate the situation. You are responsible for all activities that occur using your credentials.
- 3. Restrictions.** You agree to comply with Our RB Asset Solutions Acceptable Use Policy available at: https://www.rbauktion.com/cms_assets/pdf/legal-policies/rb-Asset-Solutions-AUP-v03202020.pdf. In addition to compliance with the Acceptable Use Policy, as a condition of access to the Beta Offering, You will, and will ensure users associated with You, 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 Beta Offering 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 Beta Offering, other than the functionality made available by Us therein; or (e) in any way circumvent the navigational structure or presentation of the Beta Offering.

4. **Term and Termination.** Subject to earlier termination in accordance with this Section, access will expire at the end of the applicable beta or evaluation period as specified by Us in connection with the offering (the “**Beta Service Term**”). We may terminate these Beta Terms immediately if you breach these Beta Terms. We may also suspend Your access and use if we deem it appropriate to prevent, investigate or otherwise address a risk to the integrity, safety, functionality or any suspected misuse of the Beta Offering or Your credentials. The following Sections will survive termination or expiration of the Beta Service Term: Sections 3 to 9, 11, 12, 14, 15, and 17.
5. **Proprietary Information.** Subject to the limited rights expressly granted under these Beta Terms, We, Our affiliates, and our respective licensors reserve all rights, title and interest in and to the Beta Offering (including without limitation all Pricing Insights, images and reports accessible therein) and all intellectual property rights therein.
6. **Feedback; Contact.** As part of the Beta Offering, We may provide You with the opportunity to submit bug reports, questionnaires, enhancement requests, issue reports and/or support information (collectively, “**Feedback**”) to Us. We may request this Feedback by way of email, web surveys, focus groups or other means. By accepting these Beta Terms, You agree that We may contact you from time to time regarding the Beta Offering, including newly released features and enhancements. You agree that We may use such Feedback freely for any purpose with no obligation to compensate You in any way and that such right is irrevocable and perpetual without any limitations.
7. **Confidential Information.** You agree that any information or documentation concerning the Beta Offering (including, without limitation, Feedback and the Beta Offering’s nature, features, functionality and screen shots) or otherwise disclosed by Us to You in connection with your access to the Beta Offering will be considered and referred to as “**Confidential Information**”. Information that otherwise would be deemed Confidential Information but (a) is generally and legitimately available to the public through no fault or breach of Yours, (b) is generally made available to the public by Us, (c) is independently developed by you without the use of any Confidential Information, or (d) was rightfully obtained from a third party who had the right to transfer or disclose it to you without limitation, will not be considered Confidential Information under these Beta Terms. All Confidential Information remains Our sole property and you have no implied licenses or other rights in the Confidential Information not specified herein.
8. **Nonuse and Nondisclosure of Confidential Information.** Except as expressly permitted in this Section 8, You agree that You will not disclose, publish, or otherwise disseminate any Confidential Information to anyone other than individuals within Your organization, or as otherwise expressly permitted or agreed to in writing by Us. You further agree to take reasonable precautions to prevent any unauthorized use, disclosure, publication, or dissemination of Confidential Information, including preventing access to or display of the Beta Offering to third parties. You agree to use the Confidential Information solely for the permitted uses as set forth in these Beta Terms.
9. **Consent and Collection of Data.** In order to establish an account and access to the Beta Offering, We will collect certain basic contact information about You (name, email, phone number and organization) through the registration process. This information will be used to set-up and maintain Your account as well as to contact You regarding Your evaluation of the Beta Offering. If You are an existing IMS user, We may already have this information and may verify what You provide against what We have. While using the Beta Offering, We and Our analytics service providers will collect diagnostic, technical and usage logs and data from Your device and based on Your interactions and activity in

the Beta Offering (for example, equipment search history). Some of this information, such as user ID and other unique identifiers may be used to personally identify users. We collect, use, store analyze and otherwise process this information to maintain, protect and improve the Beta Offering and related services. We do not sell this data. You hereby acknowledge such collection and further processing of the information is permitted for Our legitimate business interests. You acknowledge that this may include transmission of Your data to or from locations in the United States, Europe, and other countries or jurisdictions, potentially including those outside of where You reside or use the Beta Offering, and which have differing standards and laws applicable to its processing. Any data that identifies or may reasonably be used to identify You will be handled in accordance with our privacy statement. You may be entitled to exercise certain rights in respect of the processing of such data. For more information review our privacy statement in full here: <https://www.rbassetsolutions.com/privacystatement>.

10. **Support; Maintenance; Future Products.** During the Beta Service Term, We are not obligated to provide You with any maintenance, technical or other support for the Beta Offering. You acknowledge that We have no express or implied obligation to announce or make available a commercial version of the Beta Offering to anyone in the future. Should a commercial version be made available, it may have features or functionality that are different from those found in the Beta Offering made available during the Beta Service Term.
11. **Disclaimers.** You understand the Beta Offering is provided “AS-IS” and is under development, may at times be inoperable or incomplete and likely contain bugs and errors. TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE BETA OFFERING IS 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 BETA OFFERING OR PRICING INSIGHTS. 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 THE BETA OFFERING. FURTHER, WE WILL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR THE INACCURACY OR INCOMPLETENESS OF PRICING INSIGHTS OR FOR ANY ERRORS OR OMISSIONS IN THE PRICING INSIGHTS.
12. **Limitation of Liability.** IN NO EVENT WILL WE BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, AGGRAVATED, PUNITIVE OR SPECIAL LOSSES OR DAMAGES UNDER OR IN CONNECTION WITH THESE BETA TERMS OR ITS SUBJECT MATTER, INCLUDING FOR ANY LOSSES OR DAMAGES RESULTING FROM LOSS OF BUSINESS, LOSS OF PROFITS OR REVENUE, LOSS OR IMPAIRMENT OF USE, LOSS OF OR DAMAGE TO DATA, OR DAMAGES FOR OTHER LOST INCOME, HOWEVER CAUSED, WHETHER FORESEEABLE OR NOT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL OUR AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THESE BETA TERMS OR ITS SUBJECT MATTER EXCEED THE AMOUNT OF FIFTY US DOLLARS (USD 50). THIS SECTION 12 WILL APPLY IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION, DEMAND OR CLAIM, INCLUDING BREACH OF CONTRACT (FUNDAMENTAL BREACH), TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
13. **No Export.** You represent that You are not named on any U.S. government denied-party or sanctions list. You will not permit any user to access or use the Beta Offering in a U.S.-embargoed country or region (currently Cuba, Iran, North Korea, Sudan, Syria or Russian occupied Crimea region) or in violation of any U.S. export law or regulation and that of any other jurisdiction applicable to Your business operations.
14. **No Waiver or Assignment.** No delay or failure to act under these Beta Terms will constitute a waiver unless expressly waived in writing, signed by Our duly authorized representative, and no single waiver will constitute a continuing or

subsequent waiver. These Beta Terms may not be assigned by you in whole or in part. Any contrary assignment shall be null and void.

15. **Contracting Entity; Governing Law.** The Ritchie Bros. entity entering into these Beta Terms (“We”, “Us” or “Our”) is Ritchie Bros. Auctioneers (America) Inc. You acknowledge and agree that any litigation or dispute resolution between you and us will take place in the state and federal courts of King County, Seattle, Washington and shall be governed by Washington state and controlling federal law, except that body of Washington law concerning conflicts of law. These Beta Terms shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. Our address for notice is 4000 Pine Lake Road, Lincoln, NE USA 68516 Attn: Legal Affairs, facsimile +1.402.421.1738.
16. **Class Action/Jury Trial Waiver.** WITH RESPECT TO ALL PERSONS AND ENTITIES, REGARDLESS OF WHETHER THEY HAVE OBTAINED OR USED THE SERVICES FOR PERSONAL, COMMERCIAL OR OTHER PURPOSES, ALL CLAIMS MUST BE BROUGHT IN THE PARTIES’ INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE PROCEEDING. YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND WE ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING OF ANY KIND.
17. **Government End Users.** If the Beta Offering is provided for end use by an agency, department or other entity of the United States Government, then it is provided solely as follows: the Beta Offering, including related software and technology, are “Commercial Items” as that term is defined in FAR 2.101. As such, government technical data and software rights related to the Beta Offering include only those rights customarily provided to the commercial marketplace as specified in these Beta Terms. This customary commercial license is provided in accordance with FAR § 12.211 (Technical Data) and FAR § 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not granted under these Beta Terms, it must negotiate with Us to determine if there are acceptable terms for granting those rights, and a mutually acceptable written addendum to these Beta Terms specifically granting those.
18. **Severability; Entire Agreement; General.** If any provision of these Beta Terms is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that these Beta Terms shall otherwise remain in full force and effect and enforceable. These Beta Terms and, in the case of existing IMS users, the existing software subscription agreement made between You and Us or Our affiliate, constitute the entire agreement with respect to Your participation in, and access to, the Beta Offering and supersedes all prior or contemporaneous oral or written agreements concerning the same. Any inconsistencies between the Beta Terms and any existing software subscription agreement will be governed by the software subscription agreement accompanying the IMS. Except as expressly set forth herein, any waiver or amendment of any provision of these Beta Terms shall be effective only if in writing and signed by authorized representatives of both parties. Any translation of these Beta Terms is done for local convenience only and in the event of a dispute between the English and any non-English versions, the English version shall govern. The prevailing party in any dispute resolution procedure to enforce these Beta Terms will be entitled to recover its reasonable legal fees and other expenses incurred in bringing such proceeding.