

LEGAL NAME OF AGENCY: <u>Wise County</u>	DATE: <u>5-13-19</u>
ADDRESS: <u>101 N Trinity Decatur TX 76234</u>	REGIONAL MANAGER, GOVERNMENT: <u>Mike Williams</u>

This MULTI-CHANNEL SALES AGREEMENT (this "Agreement") is entered into as of the date first written above (the "Effective Date") by and between IronPlanet, Inc., a Delaware corporation doing business as "GovPlanet" ("Company") and the customer identified above ("Agency") for the sale of equipment and other business and surplus assets ("Equipment") through Company's sites and services (e.g., www.govplanet.com, www.ironplanet.com, and any third party marketplace (together, the "Marketplace"). This Agreement shall allow the Agency to list Equipment for sale through GovPlanet on several different selling formats within the Marketplace (each a "Listing"). This Agreement is governed by the State of Texas, Texas Comptroller of Public Accounts, Texas Multiple Award Schedule (TXMAS), Contract No. TXMAS-18-00Corp12 between the Texas Comptroller of Public Accounts (CPA), through its Statewide Procurement Division, and IronPlanet Inc.

1. AGENCY INFORMATION

Authorized Representative	<u>JD Clark</u>
Title of Authorized Representative	<u>County Judge</u>
Email	<u>cojudge@co.wise.tx.us</u>
Telephone	<u>940-627-5743</u>

2. COMMERCIAL TERMS

The Agency authorizes Company to offer and sell the equipment listed on one or more lists of equipment provided to Company in the form attached as Schedule A ("Equipment") for sale by Company through one or more of Company's online marketplace events hosted by www.govplanet.com (each a "Marketplace") as indicated by the "Sale Type" selected by the Agency and noted on Schedule A. Company hereby extends the following sales options to Agency for its disposition needs and Agency shall indicate its selection of a transaction type by initialing next to the desired option(s).

Options	Selection	Terms and Fees
Full Service Online, Onsite (Items sold online from the Agency's location) Includes all value-added services (inspections, marketing, inside sales, invoicing, collection and payment of proceeds)	<u>JDc</u> (Agency initials)	Commission. Company will be entitled to a commission of 6.5% of the gross sale price of all items selling under this platform.
Full Service Online, Offsite (Sold offsite at an IronPlanet location) Includes all value-added services (inspections, marketing, inside sales, invoicing, collection and payment of proceeds) and transportation and storage costs.	 _____ (Agency initials) 	Commission. Company will be entitled to a commission of 11.5% of the gross sale price of all items selling under this platform.
Do it Yourself (Software as a Service) This auction channel is dedicated to connecting government sellers with our global buyer base through a solution that allows them to personally manage the sale of their items in a timed auction format.	 _____ (Agency initials) 	Commission. Company will be entitled to a commission of 1.5% of the gross sale price of all items selling under this platform. Will Agency collect payments for listings on this platform (Pursuant to Section 8.4 of Exhibit B)? <input type="checkbox"/> YES <u>OR</u> <input type="checkbox"/> NO?
Proceeds	Unless otherwise specified in writing, the Agency acknowledges that there is no guarantee whatsoever as to the gross proceeds to be realized from the sale of the Equipment.	

3. TERMS AND CONDITIONS

Terms & Conditions	All sales of Equipment will also be subject to the terms and conditions set out in <u>Schedule B</u> to this Agreement (the "Terms and Conditions").
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4. TITLED EQUIPMENT

The Agency hereby appoints Company as its attorney-in-fact with a limited power of attorney ("LPOA") to execute on the Agency's behalf, all documents necessary and required to transfer title to, and permit registration of ownership of, any portion of the Equipment to the buyer; provided, however, if original titles or a notarized LPOA are required by federal, state, provincial or local regulation to transfer title, the Agency will provide Company with either, as applicable, (i) signed original titles, or (ii) a notarized LPOA and unsigned original titles at least two weeks prior to the Live Auction Event for Equipment or the time of listing for the Marketplace(s). Failure to provide title(s) and/or an LPOA as required

will prevent the Equipment being made available for sale until such documentation is provided.

5. LIENS/ENCUMBRANCES

ARE THERE ANY LIENS ON THE EQUIPMENT?

YES OR NO

AGENCY'S INTERNAL CONTACT REGARDING LIENS AND TITLES (Name/Phone/Fax/Email):

Angie Cash 940-627-3540
angie.cash@co.wise.tx.us

1. If "Yes", please provide information for each of the lien holders as requested in the applicable Schedule.
2. Unless otherwise disclosed in the applicable Schedule, the undersigned, on behalf of the Agency, represents and warrants that all Equipment is or will be free of all liens, charges, security interests, tax or duty obligations or other encumbrances (the "Encumbrances") prior to being placed for sale in a Live Auction Event or on the Marketplace(s).
3. The Agency: (i) authorizes Company to conduct lien searches on the Equipment; (ii) authorizes Company to contact potential lien holders for the disclosure of Encumbrances and to obtain pay-off balances and releases; (iii) consents to the release to Company of any and all information pertaining to any such lien, charge, encumbrance or security interest; and (iv) assigns proceeds from the sale of the Equipment as may be required to discharge and satisfy all charges, liens, claims and encumbrances in respect of the Equipment.

6. MISCELLANEOUS

Trademarks	In connection with the Agency's use of the Marketplace and/or Live Auction Event, Company may use the Agency's name, trademark, logos, service marks and other designations (" Marks ") to list the Agency as a reference customer and to advertise, promote and market the Equipment upon prior written consent. The Agency hereby grants to Company and represents and warrants that the Agency has a right to grant, a non-exclusive, worldwide license to use, publicly display and perform, reproduce, and distribute the Marks, solely as permitted in this Agreement, including distributing e-mails to potential buyers that incorporate Marks.
Entire Agreement; Priority	This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all previous communications, representations, understandings and agreements, either oral or written, between the parties. In the event of a conflict between the provisions of this Agreement and the Terms and Conditions, this Agreement will control.
Equipment Details	Set forth on <u>Schedule C</u> are supplemental Equipment details required for inspection and buyer pickup.
Counterparts	This Agreement may be executed in counterparts, each of which will be considered an original, but all of which together will constitute the same instrument. Execution and delivery of this Agreement may be evidenced by facsimile, PDF, electronic signature, or acknowledgement email and will hold the same force and effect as an original signature for purposes of binding the parties.
Term	The term (" Term ") of this Agreement shall follow the duration of the TXMAS contract which expires on August 30, 2023. The Agency may request the sale of further equipment during the Term by providing Company with written notification, including a description of the equipment, the proposed platform and auction date and location (if applicable). Company will indicate acceptance by providing the Agency with a schedule in the form of <u>Schedule A</u> for both parties to initial.
Notice	Any notice to Company must be in writing and must be sent via email and by registered mail or overnight courier to the applicable contracting entity at the address set out in <u>Schedule B</u> . Notice to the Agency must be in writing and shall be sent to the address provided by the Agency in this Agreement. Notice shall be deemed to have been given upon three (3) business days after posting by registered mail or one (1) day after delivery to an overnight courier. If the Agency changes its address, the Agency is responsible for providing an updated address to Company.
Currency and Payment	All prices noted in this Agreement are listed in the currency of the country in which the Equipment is located at the time such Equipment is offered for sale. The same currency is to be used for invoice and payment.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date, and each represents and warrants to the other that it has validly entered into this Agreement and has the legal power to do so.

AGENCY: Wise County
 By: [Signature]
 Name: JD Clark
 Title: County Judge
 Date: 5-13-19

IRONPLANET, INC.
 By: Bonnie Waldron
 Name: Bonnie Waldron
 Title: Govt. Contracts, Operations & Compliance Mgr.
 Date: 5/15/2019

**SCHEDULE A TO AGREEMENT
SAMPLE EQUIPMENT LISTING REQUEST FORM**

AGENCY:

DATE OF SUBMISSION:

DATE OF MULTI-CHANNEL SALES AGREEMENT:

5-13-19

Pursuant to the terms and conditions of the Multi-Channel Sales Agreement referenced above by and between Company and Agency, Agency hereby authorizes Company to place the following Equipment for sale through the Marketplace or Live Auction Event, as applicable:

No.	Seller Ref #	Location	Year	Make	Model	Serial #	Hours / Miles	Sale Type	Insp. Reqs.	Liens (Y/N)	Titled Equip (Y/N)	Features/Equipment Attachment Detail	Listing Fee
1.													
2.													
3.													
4.													
5.													
6.													
7.													
8.													
9.													
10.													

Agency	Company
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SCHEDULE B TO AGREEMENT TERMS AND CONDITIONS

These Terms and Conditions shall apply to all sales of Equipment through a Marketplace.

1. **Services of GovPlanet.** GovPlanet offers you the use of the Marketplace, which functions as a platform on which you can list and advertise Equipment for sale to potential buyers ("**Buyers**"). Each party is acting on its own behalf, and GovPlanet is not a party to the subsequent binding obligation to sell/buy the Equipment that is entered into between you and the Buyer. Nor does GovPlanet represent either party in the conclusion of such binding obligation. In consideration of your use of the Marketplace for the listing and advertising of Equipment for sale, fees as listed in the Agreement are payable by you. There are four listing formats available on the Marketplace:
 - **Online Auctions.** A service where you are able to list and advertise Equipment for sale to the highest bidder who meets or exceeds the opening bid.
 - **Buy Now.** A service where you are able to list and advertise Equipment at a Buy Now Price.
 - **Make Offer.** A service where you are able to list and advertise Equipment for sale to a bidder at the Asking Price or a Negotiated Price.
 - **Reserve.** A service where you are able to list and advertise Equipment for sale to the highest bidder in a reserved marketplace, where you set the Reserve Price.

The Marketplace shall be the exclusive listing site for the Equipment, and you shall not offer for sale or sell the Equipment in any other manner from the Effective Date until the earlier of (i) the date such Equipment is sold via the Marketplace or (ii) the date you withdraw the equipment from the Marketplace in the event Equipment has not been sold, but in such event no less than ninety (90) days. You hereby extend an irrevocable offer to sell the Equipment, as applicable, (a) to a Buyer who is the highest bidder and who meets or exceeds the opening bid, the Reserve Price, or Asking Price, as applicable, (b) to a Buyer who commits to purchase Equipment at the Buy Now Price; or (c) to a Buyer who commits to purchase Equipment at the Negotiated Price. After the winning bid for a piece of Equipment has been established by GovPlanet or the Buyer has (a) committed to purchase the Equipment at the Buy Now Price or the Asking Price or (b) met or exceeded the Reserve Price at the end of the Reserve Period, the bid or purchase commitment of Buyer will be automatically accepted by you and a binding obligation to purchase and sell between you and Buyer is automatically concluded ("**Binding Obligation**"). All applicable terms and conditions of this Agreement shall apply to the Binding Obligation. Further, for Make Offer listings, you may accept or counter an offer below the Asking Price. In the event that you accept an offer or the Buyer accepts your Counter Offer (the "**Negotiated Price**"), the Binding Obligation is concluded and all terms herein shall apply. Buyer and Agency will be notified of such Binding Obligation by an email or other notification that is generated automatically by the Marketplace. Subject to your receipt of payment for the Equipment, you, at your own expense, shall deliver a bill of sale and such other documentation as may be reasonably necessary to transfer title to the Equipment to Buyer. The timing of the sale of Equipment and opening bid shall be set by GovPlanet. GovPlanet shall use its best efforts to sell the Equipment on your behalf in a commercially reasonable manner. There is no guarantee as to the gross proceeds that may be realized from the sale of Equipment through the Marketplace. You may not manipulate the bidding in any way, including bidding on your own Equipment to artificially raise the final sales price.

2. **Inspections.** For all requested inspections, you agree to permit GovPlanet and/or its authorized representatives to test and inspect each piece of Equipment at a time and place specified in the Agreement or as otherwise mutually agreed. GovPlanet shall produce an inspection report ("**Inspection Report**") for each piece of Equipment. The Inspection Report is the sole and exclusive property of GovPlanet. GovPlanet inspections are solely for the purpose of reporting on the visible condition of the Equipment's major systems and attachments. GovPlanet inspections are NOT intended to detect latent or hidden defects or conditions that could only be found in connection with the physical dismantling of the Equipment or the use of diagnostic equipment or techniques. Your failure to properly maintain the Equipment from the date of inspection until its removal from your location by buyer will void the inspection. If you alter or perform repairs or other maintenance to the Equipment after the inspection, another inspection will be required, and you will be subject to a Re-inspection Fee.
3. **Equipment Availability; Risk of Loss.** You agree to have the equipment available for transportation, complete with ignition key, to the Buyer no later than one (1) business day after the conclusion of the sale. Agency shall be responsible for loss or damage to the Equipment, other than loss or damage arising as a result of negligence of GovPlanet, its agents and employees, until the earlier of: (i) the removal of the Equipment from the posted Equipment location by Buyer or Buyer's designated transportation provider or (ii) receipt by Agency of all proceeds from the sale of Equipment. Thereafter, the Equipment shall be and remain at the risk of Buyer or Buyer's designated transportation provider (and not GovPlanet). GovPlanet has no obligation to maintain insurance coverage pertaining to the Equipment in the possession of GovPlanet for purposes hereunder.
4. **Fees; Payment of Proceeds; Taxes.** All Fees and Payment Instructions are set forth in the Agreement. You shall be responsible for the payment of any tax or duty that is your responsibility as a seller of the Equipment. You acknowledge and undertake to make yourself aware of and comply with all laws that may be applicable to your access and use of the Marketplace, and your entering into a transaction on the Marketplace. GovPlanet disclaims any and all liability in respect of your use of the Marketplace and your sale of any Equipment resulting in any taxes (whether direct, indirect, local or federal), fines or penalties being levied on you. For the avoidance of doubt, it is your responsibility to satisfy yourself of any charges, taxes (whether direct, indirect, local or federal) or related obligations becoming applicable in respect of the transactions that you enter into on the Marketplace. You shall indemnify GovPlanet and its affiliates (and the officers, directors, agents and employees thereof) against any tax, cost or expense arising from your failure to satisfy any laws or regulations in relation to a transaction. Once a Binding Obligation is created between you and Buyer, GovPlanet will generate a third-party invoice that is issued to Buyer on your behalf. Buyer is responsible for paying you the purchase price for the Equipment upon creation of a Binding Obligation, and you hereby instruct GovPlanet to facilitate receipt of the purchase price. Further, you hereby grant GovPlanet the right, in its own name, to

enforce your right to payment. You agree that no monies shall be payable to you until paid by the Buyer. Once received by GovPlanet, any monies due to you, net of any commissions and fees due GovPlanet as detailed in this Agreement, shall be disbursed within fifteen (15) business days after creation of a Binding Obligation. You hereby consent to GovPlanet's right to offset any other commissions and fees specified in this Agreement or that result from additional services requested by you, with any remainder to be paid within fifteen (15) business days following receipt of an invoice. You acknowledge that Buyers may fail to perform or pay on a timely basis and that GovPlanet shall not have any liability to you for any act or omission of Buyers.

5. **Representations.** You represent and warrant that: (i) no Equipment shall be fraudulent, stolen or counterfeit; (ii) You are duly authorized to enter into the Agreement and sell such Equipment; (iii) You are solvent and have not made any assignment, proposal or other proceeding for the benefit of its creditors; and (vi) You own all right, title and interest in and to the Equipment and the Equipment is free and clear of all liens or other encumbrances, except as otherwise disclosed by you to GovPlanet in writing.
6. **Disclaimer; Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED BY LAW, THE MARKETPLACE PROVIDED BY OR THROUGH GOVPLANET IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL GOVPLANET BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE, COVER, INCIDENTAL OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY, INCLUDING LOSS OF REVENUE, PROFITS, OR BUSINESS, ANY LOSS OF GOODWILL OR REPUTATION, OR THE COSTS OF SUBSTITUTE GOODS OR SERVICES, EVEN IF GOVPLANET OR AN AUTHORIZED REPRESENTATIVE THEREOF HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
7. **Indemnification.** GovPlanet shall indemnify and hold the Agency, its parents, subsidiaries and affiliates, and each of their directors, officers and employees, harmless from all losses, claims, damages, and expenses, including reasonable attorneys' fees (hereafter, "Liabilities"), arising out of or resulting from this Agreement to the extent caused in whole or in part by GovPlanet's gross negligence or intentional misconduct. To the extent allowed by law, Agency agrees to indemnify and hold GovPlanet, its parents, subsidiaries and affiliates, and each of their directors, officers and employees harmless from and against any and all losses, claims, damages and expenses arising out of or resulting from this Agreement and caused in whole or in part by the gross negligence or willful misconduct of the Agency.
8. **Termination.** Each party shall have the right, in its sole discretion, to terminate this Agreement with respect to new business upon thirty (30) days prior written notice to the other party; provided, however, that each party shall continue to perform their respective obligations in respect of equipment previously consigned pursuant to the Agreement and shall perform all work necessary for the orderly close-out of the services; after which time the Agreement will be terminated in its entirety. GovPlanet shall have the right, in its sole discretion, to terminate the Agreement or rescind the sale of Equipment to a Buyer in whole or in part in the event (a) there are liens, encumbrances or adverse claim on or to any Equipment in addition to those that are listed in the Agreement; (b) your net proceeds are insufficient to discharge creditor claims and pay GovPlanet's fees after title is cleared; (c) you are in breach of the Agreement; (d) you have provided inaccurate, fraudulent, outdated or incomplete information during the registration or Listing process or thereafter; (e) you have violated applicable laws, regulations or third party rights; (f) GovPlanet believes in good faith that such action is reasonably necessary to protect the safety or property of other customers, GovPlanet personnel or third parties; or (g) for fraud prevention, risk assessment, security or investigation purposes. All provisions in this Agreement regarding representations and warranties, indemnification, disclaimers, limitation of liability, and payment obligations for fees incurred prior to the termination date shall survive any termination of the Agreement.
9. **Storage at RB Group Yard for a Marketplace transaction.** This Section 9 shall only apply to Equipment listed on a Marketplace and stored at a Ritchie Bros. Auctioneers (America), Inc. site (each, a "Facility"). The Agency and Ritchie Bros. Auctioneers (America), Inc. agree that the storage of Equipment does not represent a consignment agreement or other arrangement under which Ritchie Bros. Auctioneers (America), Inc. agrees to offer the Equipment for sale on behalf of the Agency. If Equipment is stored at the Facility while listed on a Marketplace, the Agency shall be deemed to be contracting with Ritchie Bros. Auctioneers (America), Inc for the storage component and with IronPlanet, Inc. for the Marketplace listing. Ritchie Bros. Auctioneers (America), Inc agrees to provide storage provided that the Equipment is free of all contents and substances other than normal operating fluids and lubricants; therefore, Ritchie Bros. Auctioneers (America), Inc reserves the right to refuse storage of any item of Equipment containing any hazardous substances or visibly leaking contaminants.
10. **General Provisions.** The Agreement contains the entire agreement of the parties with respect to the sale of Equipment by GovPlanet and supersedes all previous communications, representations, understandings and agreements, either oral or written, between the parties. This Agreement supersedes and replaces the terms in any Agency purchase order or other ordering document. You and GovPlanet are independent contractors. If any provision of the Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision shall be enforced to the maximum extent permissible so as to effect the intent of this Agreement, and the remainder of the Agreement shall continue in full force and effect. The failure by either party to exercise or enforce any rights or provisions of the Agreement shall not constitute a waiver of such right or provision. Any delay in the performance of any duties or obligations of either party will not be considered a breach of the Agreement if such delay is caused by a labor dispute, market shortage of materials, fire, earthquake, flood or any other event beyond the control of such party, provided that such party uses reasonable efforts, under the circumstances, to resume performance as soon as reasonably practicable. In the event of an assignment, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns. The Agreement shall be governed by the laws of the State of Texas. The United Nations Convention on Contracts for the International Sale of Goods and, if you are located in the United States, the Uniform Computer Information Transactions Act, do not apply. Any action against GovPlanet arising from or relating to this Agreement or any sale or consignment hereunder shall be commenced in a state or federal court in Travis County, Texas and you irrevocably consent to the exclusive jurisdiction of such courts. Information provided in the Agreement or under these Terms shall be retained by GovPlanet in accordance with our Privacy Statement, provided on www.govplanet.com or www.ironplanet.com.

**SCHEDULE C TO LISTING AGREEMENT
SUPPLEMENTAL EQUIPMENT DETAILS**

EQUIPMENT INSPECTION AND TRANSPORTATION INFORMATION

	Contact for Inspection	Alternate Contact for Inspection	Contact for Transportation
Name			
Office Phone			
Mobile Phone			
Fax			
Email			
Date for Inspection			
Special Instructions			

EQUIPMENT LOCATION AND BUYER PICKUP

(For additional locations, provide detail on Schedule A for each piece of equipment.)

LOCATION 1			
Business Name of Equipment Location		Pickup Hours	
Address		Ramps at Location? (Y/N) Max Wgt Capacity	
Loading Dock at Location?(Y/N); Max Wgt Capacity		Will Seller Load? (Y/N)	
Fork Lift Available for Use at Location? (Y/N) Max Wgt Capacity		Special Instructions/ Limitations; Other Loading Facilities	
LOCATION 2			
Business Name of Equipment Location		Pickup Hours	
Address		Ramps at Location? (Y/N) Max Wgt Capacity	
Loading Dock at Location?(Y/N); Max Wgt Capacity		Will Seller Load? (Y/N)	
Fork Lift Available for Use at Location? (Y/N) Max Wgt Capacity		Special Instructions/ Limitations; Other Loading Facilities	
LOCATION 3			
Business Name of Equipment Location		Pickup Hours	
Address		Ramps at Location? (Y/N) Max Wgt Capacity	
Loading Dock at Location?(Y/N); Max Wgt Capacity		Will Seller Load? (Y/N)	
Fork Lift Available for Use at Location? (Y/N) Max Wgt Capacity		Special Instructions/ Limitations; Other Loading Facilities	