

## Software License and Subscription Agreement

### Grant

This is a software license and subscription agreement ("**Agreement**") between Machine Hub, LLC ("**Machine Hub**") and the Subscriber ("**Subscriber**") for service that Machine Hub provides (the "**Service**") via a web-based software product known as Machine Hub (the "**Machine Hub Software**") for use with quoting or other contact of clients of Subscriber ("**Subscriber Client(s)**"). This Agreement sets forth general terms and conditions of Subscriber's license to access and use aspects of the Service that are available at <https://machinehub.com> (the "**Subscriber Site**") via the Machine Hub software. The Service includes the Machine Hub Software, and the Machine Hub Software includes executable computer programs, any related printed, electronic, and online documentation and any other files that may accompany the Machine Hub Software product, and all Subscriber business-related data posted or uploaded by Subscriber or by others on behalf of Subscriber ("**Subscriber Content**").

Machine Hub grants a non-exclusive, revocable, non-transferable site license ("**the License**") to Subscriber.

The rights and obligations of this Agreement are personal rights granted to Subscriber only. Subscriber may not transfer or assign any of the rights or obligations granted under this Agreement to any other person or legal entity. Subscriber may not make the Machine Hub Software available for use by one or more third parties.

The Machine Hub Software may not be modified, reverse-engineered, or de-compiled in any manner through current or future available technologies.

Failure to comply with any of these terms will be considered a material breach of this Agreement.

### Subscription Term and License Fees

The term of the Subscription under this Agreement (the "Subscription Term") shall be one of the following

In either case:

- subscriber will open or maintain a credit or debit account and will allow Machine Hub to deduct the amount of each license fee from the Subscriber's credit or debit account in advance of each successive Subscription Term;
- all terms, conditions and obligations of this Agreement will be deemed to be accepted by the Subscriber with respect to each Subscription Term upon receipt of payment of each corresponding License Fee in advance of each such Subscription Term; and
- each license fee payment will constitute full consideration for the Service provided in the succeeding Subscription Term under this Agreement.

## **Subscription Rights to Access and Use the Service**

During the Subscription Term, in consideration of the license fees paid by Subscriber, and subject to the terms and conditions of this Agreement, the License authorizes Subscriber to gain access to and use those aspects of the Service available at the Subscriber Site. Subscriber shall not, however, access or use any aspect of the Service other than that available at the Subscriber Site, gain access to or use the Service in any unlawful manner, or gain access to or use the Service in a manner that would be in violation of this Agreement.

Subscriber understands, acknowledges, and agrees that under the License:

- Machine Hub has authorized Subscriber to access and use the Subscriber Site for the Subscription Term. Machine Hub may at any time, in its sole discretion, terminate such authorization and Subscriber's continued use of the Service.
- The Subscriber Site is provided solely as a convenience to Subscriber.
- Nothing that the Subscriber Site or Machine Hub provides Subscriber should be construed as business operations advice regarding buying and selling equipment or any other product or offering.
- Machine Hub is not responsible for and shall not be held liable for any advice given or recommendations made to Subscriber or Subscriber's Clients' by others such as, but not limited to, Subscriber, other equipment appraisal representatives, and including advice related to any valuation, condition or other matters, regardless of whether Subscriber or any of Subscriber's Clients relied on such advice or the Service.
- Machine Hub does not guarantee or warrant that any part of the Service is free of viruses or other harmful code. Subscriber must take appropriate precautions such as use of an anti-virus software package, to protect his or her computer hardware and software.
- Subscriber is responsible for obtaining its own hardware, software, and related services (such as computers, web browsers and Internet access service) necessary or useful in gaining access to and using the Service. Subscriber is also responsible for payment of all fees involved in obtaining such hardware, software and services.
- Subscriber shall be solely responsible for safeguarding its own login credentials such as user names and passwords. Subscriber must immediately notify Machine Hub if his or her login credentials, or one of Subscriber's Client's login credentials have been compromised. Machine Hub shall not have any liability for any loss, claim, or other damages that result from unreported, unauthorized use of Subscriber's or Subscriber's Clients' login credentials.

## **Service Features**

### **Subscriber Support**

Subscriber will be entitled to some technical support, at no additional cost, during each Subscription Term from the date of Acceptance so long as corresponding license fees are paid. Machine Hub will accept support issues submitted by phone and via the Subscriber Site 24 hours a day, 7 days a week but response time will depend on the extent to which the issue can be handled by Machine Hub's automated support system and the availability of support

representatives during normal business hours in the Eastern Time Zone. Some features of Machine Hub's automated support system may not be available on older systems.

Subscriber will be entitled to maintenance upgrades and bug fixes, at no additional cost, for the period of each Subscription Term from the date of Acceptance so long as corresponding license fees are paid.

### **Intellectual Property Ownership**

Machine Hub alone (and its licensors, where applicable) shall own all right, title and interest, including all related Intellectual Property Rights, in and to the Machine Hub software, the Subscriber Site, the Service and any suggestions, ideas, enhancement requests, feedback, recommendations or other information that Subscriber provides or that is provided by any other party relating to the Service. This Agreement constitutes a license for use only, is not a sale, and does not convey to Subscriber or to any other party any rights of ownership in or related to the Service, the Machine Hub software or any other Intellectual Property Rights owned by Machine Hub, and does not create or imply any relationship in agency or partnership between Machine Hub and Subscriber. The Machine Hub name, logos, and product names associated with the Service are trademarks of Machine Hub, and this Agreement confers no right or license to use them.

### **Termination**

- **by Subscriber**

Subscriber may terminate or cancel a Subscription under this Agreement by notifying Machine Hub in writing of Subscriber's desire to do so. Termination will take effect before the beginning of the Subscription Term immediately following Machine Hub's receipt of such notification. At that time, Machine Hub may destroy all Subscriber Content. Ceasing to use the Service and/or the Machine Hub software does not constitute cancellation of a subscription or notice of such cancellation. Once a subscription has been activated, even if Subscriber stops using the Service and/or the Machine Hub software, Machine Hub will be considered to have fulfilled its obligations under this Agreement for the remainder of the current Subscription Term. Machine Hub may terminate Subscriber's rights to use the Service and/or the Machine Hub software and may destroy Subscriber Content immediately and without notice if Machine Hub is unable to debit Subscriber's credit or debit account in accordance with this Agreement. To cancel a subscription, Subscriber will contact Machine Hub Customer Support at support@bfilesystem.com.

- **by Machine Hub**

Machine Hub reserves the right to modify, terminate, or discontinue offering the Service at any time, to any Subscriber, by any suitable means, with or without notice, for any reason or no reason.

Once Machine Hub, or Subscriber has terminated the Service, neither Subscriber nor Subscriber's clients will have any further access to the Service or any information, including Subscriber Content, that has been retained in any form in any location and in any media, including the document storage service, by Machine Hub.

### **Trial Period/Beta Testing**

If Subscriber registered for a trial use or Beta testing of the Services for a period of time (a "**Trial Period**"), Subscriber must also purchase a Subscription for use of the Services, and must do so within the Trial Period to retain any Subscriber Content that has been posted or uploaded during the Trial Period by Subscriber or that has been acquired from sources other than Subscriber or Subscriber's clients during the Trial Period. If Subscriber does not purchase a Subscription for use of the Services by the end of the Trial Period, Subscriber Content will no longer be available to Subscriber. To be very clear, after using the Services or product during a Trial Period, if Subscriber does not purchase the Services, Subscriber will not be able to access or retrieve any of the data Subscriber or others may have added/created during the Trial Period.

### **Warrants and Representations**

Machine Hub warrants and represents that it is the copyright holder of the Machine Hub Software. Machine Hub warrants and represents that granting the license to use the Service and the Machine Hub Software is not in violation of any other agreement, copyright or applicable statute.

### **Force Majeure**

Machine Hub will be free of liability to Subscriber where Machine Hub is prevented from executing its obligations under this Agreement in whole or in part due to Force Majeure, such as earthquake, typhoon, flood, fire, and war or any other unforeseen and uncontrollable event where the Vendor has taken any and all appropriate action to mitigate such an event.

### **Other Terms and Conditions**

Subscriber acknowledges that, should the Service change, Machine Hub may require, as a condition of Subscriber's continued use of the Service, that Subscriber agree to and acknowledge Subscriber's acceptance of additional terms and conditions relating to the Service change. Subscriber further acknowledges that, regardless of whether or not the Service changes, Machine Hub may change the terms and conditions applicable to use of the Service and require Subscriber's acceptance of such changed terms and conditions as a condition for Subscriber's continued use of the Service. Machine Hub has the right to immediately terminate Subscriber's access to and use of the Service if Subscriber refuses to accept any such revised terms and conditions.

Subscriber acknowledges that Machine Hub may use and share Subscriber Content with 3rd parties for limited purposes including product improvement, demographic analysis, compilation and analysis of summary data (number of leads, sales, etc. by type, brand, etc.).

The Service may provide links to web sites not operated by Machine Hub. Machine Hub may provide links to such third party web sites for Subscriber's convenience and may remove such links at any time. Machine Hub does not investigate the quality, accuracy or completeness of any content on third party web sites. Subscriber acknowledges and agrees that Machine Hub is not responsible or liable for any content, advertising, products or other materials on or available from third party web sites.

THE SERVICE IS FURNISHED "AS IS" AND WITHOUT ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES INCLUDING, WITHOUT LIMITATION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AVAILABILITY OF ALL OR ANY PART OF THE SERVICE, AND FREEDOM FROM ERRORS, VIRUSES, BUGS OR OTHER HARMFUL COMPONENTS.

MACHINE HUB SHALL NOT BE LIABLE FOR ANY GENERAL, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PRODUCTION, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF DATA, OR ANY OTHER BUSINESS OR ECONOMIC DAMAGE SUFFERED BY SUBSCRIBER ARISING OUT OF THE USE OR FAILURE TO USE THE SOFTWARE, EVEN IF PERSISTEPLAN IS ADVISED OF THE POSSIBILITY OF THE SAME.

IF THE FOREGOING DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY IS HELD TO BE UNENFORCEABLE, SUBSCRIBER AGREES THAT MACHINE HUB'S LIABILITY TO SUBSCRIBER, WHETHER IN TORT, CONTRACT OR OTHERWISE, FOR ALL CAUSES SHALL NOT EXCEED, IN THE AGGREGATE, \$500.

If any clause or provision set forth in this Agreement is determined to be illegal, invalid or unenforceable under present or future law, then the clause or provision so determined to be illegal, invalid or unenforceable shall be severable without affecting the enforceability of any of the remaining clauses or provisions.

This Agreement and Subscriber's access to and use of the Service shall be governed by the laws of the United States of America and the State of Michigan applicable to contracts entered into by residents of Michigan and wholly performed in Michigan. The federal and state courts with jurisdiction over Mount Clemens Michigan shall have exclusive jurisdiction over any and all claims, disputes or other controversies relating to or arising from this Agreement or Subscriber's access to or use of the Services. Subscriber hereby expressly consents to the exercise of jurisdiction over Subscriber by such courts.

To the fullest extent permitted by applicable law, each party to this Agreement waives its or his right to a jury trial with respect to any action brought under or in connection with this Agreement.

The headings used in these terms of use are for convenience only and such headings are not to be used in determining the meaning or interpretation of this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine

gender and vice versa. Words in the neuter gender include the masculine gender and the feminine gender and vice versa.

This Agreement, together with any other terms, conditions and agreements that may be entered into by Subscriber and Machine Hub in connection with a specific product or service constitute the entire agreement between Subscriber and Machine Hub and supersedes any and all other agreements, representations and understandings, whether written or oral. This Agreement may not be modified or amended by Subscriber without the prior consent of Machine Hub. Any modifications to this Agreement must be set forth in a writing signed by both Machine Hub and Subscriber.

If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.

This Agreement and the terms and conditions contained in this Agreement apply to and are binding upon Subscriber's successors and assigns.

### **Notices**

All notices to Machine Hub under this Agreement are to be sent to the following address:

Machine Hub, LLC  
21 N. Main Street  
Mount Clemens, MI 48043