

STANDARD TERMS OF ENGAGEMENT

Rouse (“we” or “our”) offers an array of asset appraisal services to assist its customers with efficient and accurate valuation of asset portfolios or specific assets within the construction equipment and truck/automotive spaces (the “Appraisal Services”). Client signing an Engagement (“Client” or “you”) agrees that these Terms of Engagement govern the Engagement and are incorporated therein by reference.

Capitalized terms used but not defined herein will have the meanings given in your Engagement.

1. CLIENT DELIVERABLES AND ACCESS TO PORTAL.

In addition to specific obligations specified in the Engagement, Client further agrees to provide Rouse with the information specified in the Engagement (“Client Content”) using such means of electronic delivery and in a format Rouse reasonably requires in connection with the Appraisal Services or as otherwise mutually agreed by the parties. To the extent that Client fails to provide such Client Content, Rouse will have no obligation to provide Appraisal Services dependent on such content. Client accepts full accountability and liability for all Client Content provided to Rouse. If we provide you access to our online portal for viewing and downloading Appraisal Reports, you are responsible for managing who you give access to. You will implement, maintain and follow internal security controls and policies relating to access and use of the online portal designed to protect login credentials and misuse of the portal. You will notify Rouse immediately upon discovering any suspected unauthorized access to, misuse of, or breach of security in relation to the portal and cooperate with Rouse to investigate and remediate the situation, including providing necessary information and taking all reasonable action requested by Rouse to remediate.

2. ROUSE SECURITY.

Without limiting your obligations in section 1, We will maintain, implement and follow reasonable and appropriate administrative, physical and technical safeguards designed to protect the security, confidentiality and integrity of Client Content, Appraisal Reports (together, “Protected Data”) and our portal. We will only process Client Content in accordance with this Agreement. If we become aware of a breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Protected Data transmitted, stored or otherwise processed by us or the portal, we will notify you without undue delay. We may provide partial information related to the incident first and will update you as more information becomes available. We will take those steps we deem necessary and reasonable to remediate the cause or other circumstances that led to the incident. We will provide assistance as reasonably requested by you with respect to your investigation and response to such an incident.

3. FEES, INVOICING, PAYMENT, AND TAXES.

All fees for your Engagement are specified in that Engagement and are payable in accordance with its terms. Any professional services in addition to carrying out Appraisals not otherwise specified in the Engagement, such as providing expert reports or giving testimony, will be charged on a time and materials basis at Rouse’s then-current hourly rate and will be invoiced in arrears and payable within 30 days of your receipt of invoice. All references to fees are expressed in the currency specified in the Engagement. Interest, at a rate of two percent (2.0%) per month or the highest rate permitted by applicable law if less,

may be charged on all invoices for which payment is not received by its due date. Client agrees to pay all costs of collections and attorneys’ fees and expenses incurred by Rouse in collecting or attempting to collect an overdue payment. Client agrees to pay all taxes and assessments resulting from performance of the Appraisal Services (excluding taxes based on Rouse’s net income, property or other assets). In the event Client wishes to dispute charges invoiced, Client must assert its payment dispute in writing to Rouse within 15 days after the due date of the invoice giving rise to the dispute. Rouse shall not exercise its suspension or termination rights specified in these Terms of Engagement or apply interest on late payments if Client disputes the applicable charges reasonably and in good faith and provides reasonable cooperation to resolve the dispute.

4. SERVICE SUSPENSION.

4.1. **Generally.** Rouse reserves the right to suspend Client’s access to the online portal, or provision of any Appraisal Service, without notice or penalty, in the event of: (i) a material risk caused by Client to the security or performance of the portal; (ii) use of the Appraisal Service in violation of the Agreement; or (iii) Client’s delinquency in its payment obligations for any undisputed amounts. In the case of a payment delinquency, Rouse will make a good faith, reasonable attempt to notify Client (including by phone or email) at least five (5) days before suspending the Appraisal Service or access to the online portal.

4.2. **Effect of Suspension.** If Rouse suspends Client’s ability to access the portal or provision of any Appraisal Service, (i) Client remains responsible for all fees invoiced and charges incurred for the suspended Appraisal Service; (ii) these Terms of Engagement continue to apply to the parties; and (iii) Client will not be entitled to any compensation or credits for any period of suspension, unless suspension was due to Rouse’s error.

5. USE OF ROUSE PORTAL AND APPRAISAL REPORTS.

Subject to the terms of the applicable Engagement, Rouse will use commercially reasonable efforts to make available to Client Rouse’s online portal on a non-exclusive, non-sublicensable and non-transferable basis. All Appraisal Reports and any other output prepared by Rouse (“Rouse Deliverables”) and provided to Client are intended for the internal use only by the Client, and if permitted by Client, the Company as specified in the Engagement. Client agrees not to (a) resell, retransmit, exploit, publish or distribute the Rouse Deliverables or any parts or derivatives thereof to any third party (person or entity) for monetary or other valuable consideration; nor (b) distribute, discuss, or share the Rouse Deliverables or any parts or derivatives thereof other than as permitted in the Engagement.

6. OWNERSHIP AND RIGHT TO USE.

All right, title and interest in and to Rouse’s databases and compilations of aggregated data, Appraisal research and notes, Rouse Deliverables, and all copies, adaptations, modifications and enhancements thereof, associated trademarks, and all intellectual property rights therein remain with Rouse, its affiliates or third-party licensors. Except for the usage rights granted to you in the Agreement, you acknowledge that you have no right, license or authorization with respect to any of the foregoing Rouse materials. All right, title and interest in and to the Client Content and all intellectual property rights therein remain with Client or Company, as applicable. Except for the rights granted in this section, we acquire no right, license or authorization with respect to any of the foregoing Client or Company materials. You are responsible for the accuracy, legality, reliability and appropriateness of all Client Content

provided to Rouse. You grant us a non-exclusive, royalty-free license during the term of an Engagement to copy, display, adapt, transform and use applicable Client Content in order to provide the Appraisal Services contemplated by this Agreement.

7. TERM AND TERMINATION.

This Agreement remains in effect for the duration of each Engagement. For a one-time Engagement, the Agreement begins on execution of the Engagement and continues until delivery by Rouse of the final Appraisal Report. For recurring Appraisals, the Agreement begins on execution of the Engagement and continues a party gives notice of termination in accordance with this section. Either party may terminate an Engagement at any time upon 30 days' written notice to the other party with or without cause. Upon termination, Rouse will cease performance of Appraisal Services under the Engagement and invoice Client for all work-in-progress at Rouse's then current hourly rates. Client will remit payment to Rouse for all outstanding unpaid invoices and for all amounts invoices covering the period from the last issued invoice up to and including the date of termination. The termination of an Engagement (howsoever caused) shall be without prejudice to: (a) any other rights which either party may have under this Agreement; (b) any liabilities accrued prior to the date on which the expiry or termination takes effect; and (c) any rights or obligations of a party which are expressly stated to survive, or by their nature survive, termination of this Agreement (including, without limitation, this clause, "Use of Rouse Portal and Appraisal Reports", "Ownership and Rights to Use", "Limited Remedy; Disclaimers", "Limitation of Liability", "Statement of Limiting Conditions", "Confidentiality" and "Governing Law and Venue").

8. REPRESENTATIONS AND WARRANTIES

- 8.1. **By Rouse.** Rouse represents and warrants to Client that the Appraisal Services will: (a) be performed in a professional and workmanlike manner; (b) be performed using personnel with the skill, training and experience appropriate to the nature of the Appraisal Services; (c) be performed in accordance with generally accepted appraisal industry standards applicable to similar services at the time Appraisal Services are performed; and (d) be original work product of Rouse or its affiliates.
- 8.2. **By Client.** Client represents and warrants to Rouse that: (a) Client has the necessary rights or permission to disclose the Client Content to Rouse; (b) subject to execution of an appropriate non-disclosure agreement, provision of Client Content to Rouse does not violate any applicable law, contractual restriction, confidentiality obligation or third party right; and (c) to the best of Client's knowledge, all Client Content is true, correct and complete in all material respects.
- 8.3. **Mutual.** Each party represents and warrants to the other that: (a) it has full power, authority and legal right to enter into the Agreement and to perform its obligations thereunder; (b) the execution, delivery and performance of the Engagement by such party do not and will not violate any applicable law or any material agreement to which such party is bound; and (c) there is no action, suit or proceeding pending, or to such party's knowledge threatened, that would materially impair such party's ability to perform its obligations under the Engagement.

9. LIMITED REMEDY; DISCLAIMERS.

CLIENT ACKNOWLEDGES AND AGREES THAT IF THE APPRAISAL SERVICES FAIL TO CONFORM TO THE REPRESENTATIONS AND WARRANTIES IN SECTION 8.1 ABOVE, ROUSE'S SOLE

OBLIGATION, AND CLIENT'S EXCLUSIVE REMEDY, WILL BE FOR ROUSE TO REPERFORM THE SERVICES WITHIN A REASONABLE TIME AT NO ADDITIONAL CHARGE. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE APPRAISAL SERVICES AND ALL RELATED DOCUMENTATION ARE PROVIDED "AS IS, AS AVAILABLE" WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND, AND ROUSE APPRAISALS HEREBY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PURPOSE. ROUSE MAKES NO GUARANTEES, REPRESENTATIONS, COVENANTS OR WARRANTIES REGARDING: (A) THE BENEFITS TO CLIENT'S OR CUSTOMER'S BUSINESSES, OPERATIONAL OBJECTIVES, OR FINANCIAL OUTCOMES THAT MAY ARISE FROM ITS USAGE OF, AND RELIANCE ON, THE ROUSE APPRAISAL REPORTS; OR (B) THE RESULTS OF THE SALE OF ANY ASSETS THAT ARE THE SUBJECT OF AN APPRAISAL REPORT. CLIENT ACKNOWLEDGES THAT ROUSE ASSUMES NO RESPONSIBILITY FOR ANY USE OF THE APPRAISAL REPORTS BEYOND THE AGREED UPON PURPOSE OR WITH RESPECT TO ANY THIRD-PARTY RELIANCE UNLESS A SEPARATE WRITTEN RELIANCE AGREEMENT IS EXECUTED WITH ROUSE. CLIENT IS SOLELY RESPONSIBLE FOR DETERMINING WHETHER THE APPRAISAL SERVICES SATISFY ANY REGULATORY, ACCOUNTING, TAX OR FINANCIAL REPORTING REQUIREMENTS APPLICABLE TO CLIENT OR ANY THIRD PARTY.

10. LIMITATION OF LIABILITY.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR ACTS OF WILLFUL MISCONDUCT, GROSS NEGLIGENCE, FRAUD, OR FRAUDULENT MISREPRESENTATION, (A) IN NO EVENT WILL ROUSE HAVE LIABILITY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, AGGRAVATED, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR FOR THE COST OF SUBSTITUTED SERVICES, LOST REVENUE OR PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, UNDER ANY LEGAL THEORY, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TERMINATION THEREOF, NOR BE RESPONSIBLE FOR ANY LOSS ARISING FROM A FAILURE OR DELAY IN PERFORMING ITS OBLIGATIONS UNDER THIS AGREEMENT TO THE EXTENT SUCH FAILURE OR DELAY WAS CAUSED OR CONTRIBUTED TO BY AN ACT OR OMISSION OF THE OTHER PARTY, AND (B) IN NO EVENT WILL ROUSE'S MAXIMUM LIABILITY FOR DIRECT DAMAGES EXCEED THE FEES ACTUALLY PAID BY CLIENT TO ROUSE IN RESPECT OF THE APPRAISAL SERVICES GIVING RISE TO THE LIABILITY. THE LIMITATIONS AND EXCLUSIONS IN THIS PROVISION APPLY REGARDLESS OF THE BASIS OF THE CLAIM, WHETHER IN CONTRACT (INCLUDING WITHOUT LIMITATION THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY), TORT (INCLUDING WITHOUT LIMITATION: BREACH OF WARRANTY, NEGLIGENCE, AND STRICT LIABILITY) OR OTHERWISE.

11. CONFIDENTIALITY.

Rouse acknowledges that it will receive from, or on behalf of, Client non-public financial and equipment fleet information as part of the Client Content and other non-public information regarding the circumstances relating to the Appraisal (including the identity of Company), which information is proprietary and confidential ("Confidential Information"). Rouse agrees: (a) subject to the remainder of this provision, not to distribute, disclose, convey or make available any Confidential Information to third parties (b) not to use Confidential

Information for any purpose other than for fulfillment of its obligations hereunder, including providing Services as offered by Engagements, or evaluation of a further relationship with Client or Company; and (c) to limit dissemination and use of the Confidential Information to Rouse's affiliates and its and their respective employees, officers, directors, agents, consultants, and subcontractors ("Representatives") with a need to know and who are subject to binding obligations with respect to such Confidential Information that are at least as protective as the terms of this Agreement. In protecting Confidential Information from disclosure, Rouse shall use at least the same level of care that it uses to protect its own proprietary information of a similar nature, but in no event shall it use less than reasonable care in protecting Confidential Information. Rouse agrees to be responsible to Client for any breach in relation to the Confidential Information obligations by any of Rouse's affiliates or its or their Representatives to the same extent as if such breach were committed by Rouse. Due to the unique nature of the Confidential Information, Rouse acknowledges that Client may suffer irreparable harm and damage, the degree of which may be difficult to ascertain, in the event Rouse fails to comply with any of the terms of this section. Accordingly, Client may be entitled to seek such injunctive relief as a court of competent jurisdiction may deem appropriate without need to prove actual damages or post bond. Such injunctive relief will be in addition to, and not in lieu of, any other remedy available at law or in equity. If Rouse is required or requested to submit Confidential Information to a third party pursuant to subpoena, summons, warrant, court or governmental order or the like (collectively, a "Lawful Order"), Rouse will, where feasible and legally permitted, provide Client with notice and a reasonable opportunity to oppose release of the Confidential Information prior to Rouse releasing any such Confidential Information pursuant to the Lawful Order. If any disclosure is finally directed, Rouse will disclose only so much of the Confidential Information as is necessary to meet the requirements of the Lawful Order. At the request of Client upon termination or expiration of the Agreement and all outstanding Engagements, as applicable, Confidential Information will promptly be deleted, destroyed or rendered indecipherable, unless the Agreement provides otherwise. Rouse will provide Client with written confirmation of such action within seven (7) days after Client's request for confirmation. The foregoing will not require deletion, destruction or other processing of: (a) archival or backup electronic files containing Confidential Information that are created and retained in the ordinary course until overwritten; or (b) appraisal research and notes which will be maintained in the appraiser's work paper for seven (7) years after completion of the Engagement. For purposes of this section, Confidential Information excludes information that (a) is publicly known at the time of disclosure or subsequently becomes publicly known through no act or omission of Rouse, (b) was lawfully disclosed to Rouse without restriction, (c) is or has been independently developed by Rouse, or (d) is or was rightfully in Rouse's possession prior to disclosure by the Client. Both parties agree that all the rights and obligations contained in this Confidentiality section shall survive for a period of five (5) years from the termination or expiration of the relevant Engagement, except in relation to trade secrets which shall be kept in confidence in perpetuity.

12. ENTIRE AGREEMENT:

These Terms of Engagement, together with the applicable Engagements, the Statement of Limiting Conditions, and any other

non-disclosure agreement executed by the parties, contain the entire agreement between the parties with respect to the subject matter hereof, and supersedes all of their prior and contemporaneous discussions, correspondence, negotiations, drafts, promises, warranties, representations and understandings, whether written or oral, regarding such subject matter. To the extent of any conflict between a separate non-disclosure agreement and the Confidentiality terms contained in these Terms of Engagement, the separate non-disclosure agreement will take precedence except with respect to the retention of appraiser's notes and research described herein.

13. GOVERNING LAW AND VENUE.

The Agreement shall be governed by the laws of the State of California, without regard to its conflict of laws rules, and it shall be deemed to have been executed and entered into in California. Any dispute hereunder shall be adjudicated in a court of competent jurisdiction located in California and each party irrevocably agrees to submit to the exclusive jurisdiction of such court. The parties agree that the prevailing party in any action relating to or arising out of the Agreement will be awarded its reasonable attorneys' fees and costs incurred as a result of such a proceeding.

14. GENERAL.

14.1. For any change(s) requested by Client that Rouse judges in good faith to fall outside of the scope of a particular Engagement, Rouse shall on receipt of change request from Client ("Change Request"), advise Client in writing of the impact on the Engagement. No work shall be conducted by Rouse in relation to the change(s) requested until all terms, including price and timing, are mutually agreed by the parties and a revised Engagement has been executed.

14.2. Where a party is prevented from fulfilling its obligations pursuant to this Agreement (other than payment obligations) due to circumstances which are beyond the party's control, such as labor disputes, fire, war, terrorist threats or attacks, civil disorder, natural disasters, epidemics, quarantines, amendments to regulations issued by governmental authorities, intervention by the authorities, failure of telecommunication networks, and errors or delays in services from sub-contractors due to circumstances as stated herein, such circumstances shall constitute an excuse which occasions a postponement of the time for performance and a release from liability in damages and any other penalties for such non-performance.

14.3. Any provision found to be illegal or unenforceable shall be stricken to the extent necessary and the remainder of this Agreement shall be of full force and effect.

14.4. Neither party may assign any of its rights or transfer its obligations under this Agreement or any Engagement without the other party's prior written consent, not to be unreasonably withheld, except that Rouse may assign its rights or transfer its obligations to an affiliate provided that affiliate shall: (i) assume the benefit of all of Rouse's rights under this Agreement and applicable Engagements; (ii) observe, perform and discharge all of Rouse's obligations under this Agreement and applicable Engagements; (iii) assume all of Rouse's liabilities under this Agreement and applicable Engagements; and (iv) be bound by the terms of this Agreement and applicable Engagements in all respects as if it had originally been named as a party in place of Rouse.