

OpenTech Alliance, Inc., 2101 W. Peoria Avenue, Suite 100, Phoenix, AZ 85029 | Phone: 602.749.9370 Fax: 602.324.8658

THIS OPENTECH AUCTION REVIEW SERVICES AGREEMENT ("Agreement") is made and entered into the date of signature on the associated Service Agreement (the "Effective Date"), by and between ("Customer") whose name and address are as defined on the associated Services Agreement and **OPENTECH ALLIANCE, INC.**, an Arizona corporation whose principal place of business is 2101 West Peoria Avenue, Suite 100, Phoenix 85029 ("OpenTech").

WITNESSETH:

WHEREAS, Customer manages and operates self-storage facilities throughout North America.

WHEREAS, Customer often sells storage units at public auction due to non-payment in accordance with state lien law and pursuant to established company policy;

WHEREAS, OpenTech has experience in the auction industry and is generally familiar with the legal requirements of state lien laws as it pertains to self-storage facilities; and

WHEREAS, Customer and OpenTech desire to enter into this Agreement to establish the terms and conditions upon which OpenTech will review and approve Auction Files (as defined below) on behalf of Customer as more fully set forth herein.

NOW THEREFORE, for the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the undersigned parties agree as follows:

1. **Services.** OpenTech agrees to review Customer's tenant account files which have been uploaded to the "Platform" ("Auction Files") in an effort to determine whether or not the information contained in the Auction Files pertaining to specific units meet the prerequisite requirements defined in the Rules of Engagement (Exhibit A) (the "Services").
2. **Platform.** Customer's employees will upload Auction Files via a website(s) designated by OpenTech.
3. **Term.** The initial term of this Agreement shall be for the number of years defined in the associated Service Agreement beginning on the Effective Date, and after the initial term renew automatically for ninety-day periods, unless terminated in writing by either party with Sixty (60) day notice.
4. **Compensation.** OpenTech will invoice Customer the month following the completion of the Service. The fee for the Service will be per Auction File reviewed, or per month per facility regardless of if the facility posts any auctions in a given month. As defined in the associated Service Agreement.
5. **Setup Training and Customization (STC).** The initial STC will be handled by an OpenTech Technician who will assist in getting the facilities on the platform and educating you on the Auction Review Service program. There will be a one-time STC fee per facility as defined in the associated Service Agreement.

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6. **Independent Contract Status.** During the term of this Agreement, OpenTech shall be deemed an independent contractor and shall not be entitled to receive any benefits of employment generally available to Customer's employees.
7. **Indemnification; Limitation of Liability.** OpenTech hereby indemnifies and holds harmless Customer and its owners, partners, subsidiaries, affiliates, and employees, and each of them against any and all damages, costs, or losses (including reasonable attorneys' fees) arising out of OpenTech's gross negligence or willful misconduct or out of OpenTech's approving an Auction File, and Customer subsequently sells the corresponding unit, when it is later discovered that the Auction file did not meet the legal Requirements ("Invalid Approval"). Notwithstanding the foregoing, OpenTech's maximum liability per Auction File with an Invalid Approval shall not exceed \$5,000 per file and an aggregate not to exceed the amount of revenue OpenTech received from Customer pursuant to this Agreement in the previous 12-month period. Prior to settling with any 3rd party who asserts a claim of wrongful sale, Customer shall give notice to OpenTech of its intent to settle so that both Customer and OpenTech can research whether or not OpenTech has any liability under this Section 7, including but not limited to whether or not the legal Requirements were satisfied. If it is found that OpenTech may have liability, OpenTech and Customer shall work together in good faith to reach a settlement with such 3rd party that is satisfactory to both OpenTech and Customer. Customer shall not be reimbursed for settlements that it makes without giving notice to OpenTech even if OpenTech is found to be liable. Such indemnity shall not apply to, and Customer shall indemnify and holds harmless OpenTech and its owners, partners, subsidiaries, affiliates, and employees, and each of them against any and all damages, costs, or losses (including reasonable attorneys' fees) arising out of (i) Auction Files rejected by OpenTech, but still sold by Customer, (ii) claims by tenants against Customer after an auction when it is shown that all legal Requirements for sale were met, (iii) errors or omissions in the Requirements or other information provided by Customer, (iv) Customer's negligence or willful misconduct, or (v) Auction Files not reviewed by OpenTech. The provisions of this Section 7 shall survive the termination of this Agreement.

OPENTECH SHALL NOT BE LIABLE FOR THE QUALITY, COMPLETENESS, OR ACCURACY OF ANY DATA PROVIDED BY CUSTOMER OR ANY THIRD PARTY THAT IS USED TO PERFORM THE SERVICES.

EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, AND ALL SUCH WARRANTIES ARE HEREBY SPECIFICALLY DISCLAIMED.

NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. **Insurance.** Upon request, OpenTech shall deliver certificates of insurance to Customer. Customer, or separate property owner as applicable, may purchase insurance policies, at its own cost and

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expense, to provide coverage to protect itself from claims, damages, costs, or losses, arising from OpenTech's review of Auction Files. Subject to OpenTech's indemnity obligations outlined in Section 7 above, Customer's insurance shall be primary with respect to third-party claims brought against Customer arising from or related to the review of Auction Files or from Invalid Approvals.

9. **Confidentiality.** OpenTech acknowledges that by performing the Services Customer is authorizing it to view customer information via the Platform and is disclosing certain company policies and procedures related to Auction Files. OpenTech agrees that such information is confidential and covenants not to disclose any information discovered via the Platform or otherwise about Customer's policies and procedures while performing the Services to any third party other than to employees, contractors, or professionals on a need to know basis. Confidential information shall not include, and OpenTech shall not be liable for release, disclosure or use of any information to the extent that (a) it is required by judicial action (provided that OpenTech gives Customer written notice prior to any such release or disclosure); (b) it is required, in the good-faith judgment of OpenTech's attorneys and/or legal representatives, pursuant to applicable law (provided that OpenTech gives Customer prompt written notice prior to any release or disclosure); (c) it is or becomes part of the public domain without any breach of this Agreement; (d) it is known to OpenTech, without obligations of confidentiality, prior to the disclosure; (e) it is received by OpenTech from a third party without any breach of confidentiality to Customer or any other party; or (f) it is approved in writing by Customer for public release. Upon the termination of this Agreement, and upon Customer's request, OpenTech shall either return or destroy any hard copy documentation that OpenTech may have retained while performing the Services. OpenTech agrees to promptly notify Customer of any unauthorized breach of Customer information to which it becomes aware and agrees to indemnify Customer, its owners, partners, subsidiaries, affiliates, and employees, and each of them against any and all damages, costs, or losses (including reasonable attorneys' fees) arising out of an unauthorized breach of customer information due to OpenTech's negligence or willful misconduct, such obligation to indemnify shall be subject to the limits of liability set forth in Section 7 under the Cyber liability coverage intended to insure OpenTech and Customer as an additional insured party under such policy providing coverage for unauthorized breach of Customer information.
10. **Termination For Cause.** If either party shall default in the performance of any of its obligations hereunder, and such default shall continue for ten (10) days after written notice from the other party designating such default, the party designating default may terminate this Agreement by written notice at any time after such default.
11. **Acknowledgement.** Customer acknowledges that OpenTech is not a law firm and neither OpenTech nor its employees are acting as Customer's attorneys. The Services should not be construed as legal advice to be applied to any specific factual situation. The Services provided hereunder are not a substitute for the advice of a lawyer.
12. **Legal Fees.** The prevailing party of any claim or action between the parties shall be entitled to legal costs and attorneys' fees from the losing party.

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13. **Notice.** All notices sent under this Agreement shall be given by one party to other at the addresses set forth in the associated Service Agreement respectively. Notice shall be in writing and shall be deemed to have been given (i) when hand delivered to the addresses set forth below (including delivery by an overnight delivery service such as FedEx or UPS), (ii) when addressed to the address set forth below and deposited in the United States mail, certified mail, return receipt requested, postage prepaid, in which even such notice shall be deemed delivered three (3) business days after deposit in the United States mail, or (iii) by electronic mail if an e-mail address is provided below. The address to which any notice, demand, or other writing may be given or sent to either party may be changed by written notice given by such party as provided above.
14. **Assignment.** OpenTech shall not assign or transfer any part of this Agreement without the written consent of Customer, such consent will not be unreasonably withheld.
15. **Miscellaneous.** This Agreement shall be governed by and construed in accordance to the laws of the State of Arizona. This Agreement may be signed in one or more counterparts, whether by original, copy, electronic (including PDF) or telecopy signature, each of which together will form one binding agreement of the parties. Each individual or entity executing this Agreement each represent that it has the requisite authority to do so. If any provisions in this Agreement are contrary to law or found to be unenforceable, such provisions will be stricken from the Agreement with the balance remaining in full effect to the greatest extent permitted by law. This Agreement represents the entire, exclusive, and final agreement of the parties and may not be modified except in writing, signed by both parties.

Exhibit A - Rules of Engagement

Auction Review Timeline

(Operator) will have auction units posted live (able to receive bids) on the StorageTreasures platform for a minimum of five (5) days prior to the close of any auction. The recommended amount of time for auctions to gather the maximum returns is ten (10) or more days. Any lien unit which was posted with less than one hundred and twenty (120) hours prior to its close cannot be guaranteed to be reviewed. This time frame is necessary to ensure all files can be reviewed in a timely manner.

OpenTech Alliance will assure any lien unit with a file active on the StorageTreasures website before the five (5) day mark will be reviewed (canceled or approved). The review will be completed prior to the scheduled closing time of the lien unit on StorageTreasures. In most cases the files will be reviewed twenty-four (24) hours prior to the close of the sale. OpenTech will do its best to approve files not live on the site five (5) days prior to closing. OpenTech will not be held liable for a sale which closes without cancelation even when requested.

Any incomplete file will be canceled if any missing items are not received one (1) hour previous to close.

Items to Be Provided for Each Lien File

1. Lease application (if available)
2. Signed lease
3. Lien letter(s)
4. USPS postage with visible date or email confirmation of delivery
5. Inventory sheet
6. Auction affidavit or newspaper clippings with date of publications visible or print out of publication from publicly accessible website
7. Any lien related paperwork
 - a) Bankruptcy release
 - b) Active military searches
 - c) UCC searches
 - d) VIN searches (the responsibility to include vehicle information falls on the facility. OpenTech employees cannot be held liable for vehicles not reported or lacking paperwork.)

Requirements for Units Listed on StorageTreasures

The units posted on StorageTreasures will need to include the following. The lock tag ID must be listed on the auction listing. The lock tag ID must be included in the auction file uploaded for review. These items are required to ensure the correct photos were uploaded with the correct lien unit.

Rules or Reasons for Pulled Units

1. Misspelled name of tenant on the lien letter or ad.
2. Missing suffixes on the lien letter or ad (i.e. Jr, Sr, III).
3. Spelling of tenant's name does not match between the lien letter and ad.
4. Spelling of tenant's name does not match between the lien letter and certificate of mailing receipt.
5. Tenant address incorrect (misspelled, wrong number, missing apartment number).
6. Zip code incorrect (must match the results of a USPS zip code search).
7. Address or tenant name on the lien letter does not match the mailing receipt exactly.
8. Unit number on StorageTreasures does not match the lease.
9. Lease not signed.
10. Not enough time expires between the mailing of the lien letter and demand for payment date as stipulated by each state lien law. The date the letter is deposited with the USPS is not counted as one of the required days. The day after the mailing is deposited with the USPS starts the required days.
11. Demand date does not expire before the running of the first advertisement.
12. Sale date on the lien letter must match the closing date on StorageTreasures.
13. Sale time on the lien letter must match or expire before the closing time on StorageTreasures.
14. Advertisement must meet all the legal requirements (unit number, description, once a week for two consecutive weeks).
15. Sale date must fall after the stated required number of days set forth in each state's lien laws for the number of days required after advertisement. The date the advertisement is published is not counted as one of the required days. The day after the advertisement is run starts the required days count.
16. Unit contains medical/legal documents (if visually obvious).
17. Unit contains prescription drugs/illegal drugs (if visually obvious).
18. Unit contains vehicle (without proper paperwork).
19. Unit contains hazardous materials (if visually obvious).