

Public Processing, LLC
Agreement for Public Processing

Public Processing, LLC, a Nevada limited liability company (“Public Processing”) agrees to process payments made by buyers of all types (“Buyers”) for surplus goods and other property and assets sold by Madison County, Mississippi (“Seller” or “Madison County”) through online bid boards, auctions, and stores, and other online transactions on www.publicsurplus.com and other websites (collectively, the “Site”) operated by our affiliate, The Public Group, LLC, a Utah limited liability company that sometimes does business as “Public Surplus” (“Public Surplus”).

If elected by Madison County, Public Processing will agree to receive and process payments made by Buyers and forward to Madison County the amounts paid, in accordance with the terms set forth below. As a condition to accessing and using the Site and receiving the benefit of the payment processing services provided through the Site and otherwise (the “Services”), Public Processing requires that Madison County review and accept this Agreement for Public Processing (this “Agreement”).

BY REGISTERING TO USE THE SITE AND THE SERVICES, MADISON COUNTY ACCEPTS AND AGREES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF MADISON COUNTY DOES NOT AGREE TO ACCEPT THIS AGREEMENT, MADISON COUNTY MAY NOT ACCESS THE SITE OR OTHERWISE USE THE SERVICES OR THE SITE. MADISON COUNTY AGREES THAT IT HAS RECEIVED GOOD AND VALUABLE CONSIDERATION IN EXCHANGE FOR ENTERING INTO THIS AGREEMENT.

1. ACCESSING THE SITE AND USING THE SERVICES

1.1. Eligibility. Madison County may only use our Services if the undersigned on behalf of Madison County is at least 18 years of age, is mentally competent, and can form legally binding contracts under applicable law. Madison County may not assign or transfer its account or user identification to any other party.

1.2. Seller Agreement with Public Surplus. By using the Site and the Services, Madison County acknowledges, agrees, and confirms that it has agreed to the form of the separate Seller Agreement with Public Surplus on the Site that is required to be accepted by you upon registration upon the Site (the “Seller Agreement”). In the event of any inconsistency between the provisions of this Agreement and the Seller Agreement, this Agreement will govern.

1.3. Seller Affirmations in Connection with Offers and Sales. In using the Site and Services, Madison County agrees as follows:

- a. Madison County will be responsible for delivering property sold using its username and password.
- b. Madison County is fully capable of transferring title to the property offered for sale in a timely manner.
- c. Madison County is a real entity, with a verifiable address, telephone number and email address as provided to Us.

d. Madison County is dealing in good faith and are not attempting to defraud, cheat, or wrong Public Processing or any Buyer.

1.4. Accuracy and Nature of Your Information. Madison County is solely responsible for all information it provides to Public Surplus or other users on our Site (“Seller’s Information”). We act as a passive conduit for the online distribution and publication of Seller’s Information. Madison County agrees that Seller’s Information (i) will not be false, inaccurate, or misleading; (ii) will not violate any law, statute, ordinance or regulation; and (iii) will not be defamatory, trade libelous, unlawfully threatening or unlawfully harassing. In providing Seller’s Information, Madison County grants Public Processing a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable (through multiple tiers) right to use and exercise the copyright, publicity, and database rights Madison County has in Seller’s Information for purposes of facilitating the communications and transactions made through the Site.

1.5. Fees. Madison County will not owe any transaction fee for any sale managed through the Site. The Buyer will be responsible for any fees associated with the transaction. No fees will be billed directly to Madison County for the Services.

1.6. No Disruption to The Site or Services. Madison County agrees not to attempt any action that may disrupt the Site or the Services. Among other things, Madison County agrees that (i) Seller’s Information and all other input on the Site will not contain any viruses, Trojan horses, worms, time bombs, cancelbots, easter eggs or other software, devices, files or routines that may damage, interfere with, copy, reproduce, intercept or expropriate any system, data or personal information; (ii) Madison County will not create liability for Public Processing or cause Public Processing to lose (in whole or in part) the services of our Internet Service Providers or other vendors; (iii) Madison County will not use the Site to obtain e-mail addresses for bulk e-mail solicitations or otherwise; (iv) Madison County will not reverse engineer any of the Services, programs, or infrastructure; (v) Madison County will not use any robot, spider, other automatic device, or manual process to monitor, copy, or reproduce Public Processing’s web pages or the content contained herein without its prior express written permission; and (vi) Madison County will not take any action that imposes an unreasonable or disproportionately large load on Public Surplus’s infrastructure.

1.7. User Password. During the registration process, Madison County will select a username and a password. Madison County agrees that it is solely responsible for preserving the confidentiality of its username and password. Madison County agrees not to furnish its username, password or other information to any other party for use of the Site and the Services. Madison County agrees to notify Public Processing immediately of any unauthorized use of its personal password or username and any other breach of security regarding the Services.

1.8. Obligation to Ensure Compliance with this Agreement. Madison County agrees that it will take all steps necessary to ensure that its employees, contractors, and agents comply with the covenants, terms, and provisions of this Agreement, including but not limited to the covenants contained in sections 1.6 and 7.8 of this Agreement.

1.9. Signature. Madison County is notified by this statement that, by signing this Agreement, it consents to these terms and conditions and its agreement to be bound to these terms. Changes to the terms and conditions of this agreement are not effective without the express, written consent of Madison County.

2. SELLER UNDERSTANDINGS AND OBLIGATIONS

In listing or offering items for sale on the Site or otherwise accessing the Site and Services in any way, Madison County represents, warrants, and agrees to the following:

2.1. Shipment. At the close of an auction in which Madison County has a winning bidder, Madison County agrees to make the property available for prompt pickup and/or shipment.

2.2. Legal Compliance. Madison County will comply with all applicable laws, statutes, ordinances and regulations regarding its use of our Site and Services and the offer and sale of property. Madison County hereby releases Public Processing from any liability arising out of its breach of this provision. Offering property for sale with the intent not to complete the transaction, causing disruption to the sale process on the Site, and not completing transactions will be considered in most jurisdictions as fraud and may be prosecuted to the fullest extent of the law.

3. PAYMENT PROCESSING SERVICES

3.1. Scope of Public Processing Services. In the event that Madison County elects to have Public Processing receive and process payments made by Buyers on Madison County's behalf, Madison County agrees to the provisions set forth in this Agreement relating thereto. Madison County understands and agrees as follows:

- a. The Services do not include risk or fraud management, dispute management, collection agency services, or electronic checks;
- b. Public Processing will not perform Services with respect to transactions prohibited by the applicable laws or by bank, financial institution, or credit card association bylaws or rules;
- c. Public Processing will not provide Services with incomplete transaction information or if transaction information cannot be confirmed;
- d. Public Processing will only perform Services for domestic credit cards; and
- e. Public Processing will not engage any other person to perform Services while it is providing them under this Agreement.

3.2 Buyer Steps & Procedures for Payment. Public Processing will receive and process payments on Madison County's behalf only if Buyers make the payments by following the steps, instructions, and procedures included on the Site and sent by e-mail to winning Buyers and in compliance with applicable laws and bank, financial institution, or credit card association rules and procedures (including but not limited to PCI Security Standards). Among other things, the payment for each successful bid must be made (a) to Public Surplus or Public Processing, (b) by certain means (credit cards, wire transfers, etc.) specified on the Site that vary based upon the

amount of the payment, (c) in a timely manner as specified on the Site, and (d) in a single payment by a single authorized means (no partial payments, multiple payments, or payment by two different means allowed).

3.3. Sales Tax Processing. If Madison County elects, Public Processing will under the conditions specified in this Agreement, agree to receive sales tax payments made by Buyers and remit the sales tax payments to the applicable sales tax authority in the state in which Madison County is located (the "State"). Madison County understands and agrees as follows:

- a. Public Processing will receive and remit to the State sales tax amounts paid by Buyers only if and to the extent of the amount of sales tax with respect to a particular transaction is added to the price and other payments otherwise payable by the Buyers.
- b. Public Processing relies on Madison County to inform it of the applicable sales tax rate and to provide it with Madison County's applicable tax identification number. Madison County hereby authorizes and directs Public Processing to remit payment of the sales tax amounts directly to the applicable sales tax authority in the State using the tax identification number that Madison County provide to Public Processing.
- c. Except for remitting funds Public Processing receives as payment for sales tax to the extent such funds exceed the price and other payments due from the Buyers, Public Processing will have no responsibility or liability for ensuring that payments are received and collected as required under all applicable laws or for making payment to any governmental body or authority entitled to sales or use tax payments.
- d. Public Processing will receive and process sales tax payments on Madison County's behalf only if Buyers make the payments by following the steps, instructions, and procedures included on the Site and sent by e-mail to winning Buyers and in compliance with applicable laws and bank, financial institution, or credit card association rules and procedures.

3.4. Liability and Risk of Loss for Failure to Pay, Charge Backs, and Other Items. Madison County will bear the burden and risk of any and all loss, liability, and exposure arising from any of the following circumstances: (a) a Buyer does not make a payment, (b) a charge back occurs with respect to a payment made, (c) a payment is not made in good funds, (d) a check does not clear, (e) a refund to a Buyer is made, (f) fraud, deception, misrepresentation, or any other impropriety occurs with respect to a transaction or a payment, (g) the action, inaction, refusal, or delay of any bank, financial institution, or credit card association in processing any payment transaction, (h) the assessment of any fees, fines, or penalties by a bank, financial institution, or credit card association relating to a charge back or other matter, or (i) any other cause results in payment not being credited for a transaction involving Madison County's property. Because Public Processing is merely processing payments, Madison County understands that Public Processing assumes no responsibility, burden, or risk of loss whatsoever for any of such circumstances. Madison County expressly agrees that Public Processing may offset the amounts arising from any such circumstances against other amounts payable by Public Processing to Madison County. Madison County also agrees that Public Processing may charge a processing fee if Public Processing makes refunds relating to sales of Madison County property. You

understand that the level of charge backs, fraud, or other circumstances may cause Public Processing to decide to terminate rendering the Services under this Agreement.

3.5. Public Processing Not A Seller, Nor A Collection Agency; No Consignment. Madison County acknowledges and agrees that Public Processing does not (a) assume the role of seller of Madison County's property, (b) make any representations or statements about Madison County's property, (c) act as a collection agency to collect monies unpaid by Buyers, (d) take consignment of Madison County's property, nor (e) undertake or assume any other role or responsibility not contemplated by this Agreement. Madison County agrees and Madison County and its employees and representatives will not make any statements or act in any way inconsistent with Public Processing's limited role under this Agreement.

3.6. Public Processing Payment to Madison County. Public Processing will keep records of all amounts received in good funds on Madison County's behalf. Except as provided in paragraph 3.7, Public Processing will make payment to Madison County monthly (unless otherwise agreed) of amounts received (net of fees, offsets, and any taxes). Unless otherwise agreed by Public Processing, Madison County agrees that payment will only be made by Automated Clearing House (ACH) deposits to an account specified and properly maintained by Madison County. Madison County agrees to provide promptly the authorizations needed for such ACH deposits and to be responsible and liable for any and all fees relating to such ACH deposits. Madison County also agrees to monitor the account and the deposits therein. Madison County will bear the burden of any and all loss, liability, and risk of loss arising from any fraud, theft, mistake, or deception involving such ACH deposits, unless they arise from fraud, mistake, or deception by Public Processing or our employees or agents.

3.7. Minimum Amount Required for Payment. Public Processing will make payment to Madison County, as set forth above, of all amounts received (net of fees, offsets, and any taxes) on Madison County's behalf, so long as the total amount received exceeds \$100. Public Processing will not make payments to Madison County of \$100 or less. Where any amount or amounts received on Madison County's behalf do not exceed \$100, payment will be made to Madison County upon receipt of additional funds that bring Madison County's balance in excess of \$100. Public Processing will own the interest on any balance held because it does not exceed \$100. However, when Madison County closes its account with Public Surplus and Public Processing, any remaining balance will be paid to Madison County, regardless of the minimum balance requirements stated above.

4. LIABILITY LIMITATIONS AND RELEASES

4.1. Absence of Liability. Madison County will not hold Public Processing responsible for actions or inactions of Buyers or other users, including the failure of a Buyer to take delivery or make payment for an item. Madison County acknowledges that Public Processing and Public Surplus are not traditional auctioneers and are not the Buyer of property sold through the Site. Instead, the Site provides a marketplace for users to offer, sell, and buy items of all kinds in a variety of pricing formats and venues. Public Processing is not involved in the actual transaction between Madison County and Buyers. Public Processing has no control over and does not

guarantee such things as the quality, safety, or legality of items advertised, the truth or accuracy of listings, the ability of Buyers to purchase and make payment for items, or the completion of a sale by Madison County, even upon a successful bidding and acceptance process. Without limitation of the generality of the foregoing, Madison County will not be liable for lost profits or any special, incidental, or consequential damages arising out of or in connection with the Site, the Services, or this Agreement.

4.2. Disclaimer of Warranties. THE SITE AND SERVICES, INCLUDING ALL CONTENT, FUNCTIONS, MATERIALS AND INFORMATION ON OR ACCESSED THROUGH THE SITE OR SERVICES, ARE PROVIDED ON AN “AS IS,” “AS AVAILABLE” BASIS. PUBLIC PROCESSING DISCLAIMS ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, DATA ACCURACY, SYSTEM INTEGRATION, OR QUIET ENJOYMENT. PUBLIC PROCESSING DOES NOT WARRANT THAT THE SERVICES, FUNCTIONS, FEATURES OR CONTENT WILL BE FUNCTIONAL, TIMELY, SECURE, UNINTERRUPTED OR ERROR FREE, OR THAT DEFECTS WILL BE CORRECTED. PUBLIC PROCESSING MAKES NO WARRANTY THAT SALES WILL BE COMPLETED THROUGH THE SITE OR THAT THE SITE OR SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, AND EXPRESSLY DISCLAIMS ANY WARRANTIES OR GUARANTEES THAT BY LISTING THE LISTED ASSETS, THE LISTED ASSETS WILL BE SOLD. PUBLIC PROCESSING MAKES NO WARRANTY OF ANY KIND REGARDING ANY LISTED ASSETS OR ANY TRANSACTIONS ENTERED INTO THROUGH THE SERVICES. PUBLIC PROCESSING EXPRESSLY DISCLAIMS ANY ENDORSEMENT OR WARRANTY OF ANY LISTED ASSETS SOLD ON OR THROUGH THE SITE OR THE SERVICES, AND ANY RESPONSIBILITY FOR ANY MISREPRESENTATIONS OR BREACHES COMMITTED BY ANY BUYER OR OTHER USER.

4.3. Interruption of Service. Public Processing is not responsible for any damages or losses related to any system errors or interruptions affecting its Site and the processing of any solicitations, requests, offers, bids, auctions, or sales. Madison County understands and acknowledges that the Site and the Services may be unavailable unexpectedly.

4.4. Third Party Links. The Site may contain links to other websites or resources for Madison County’s convenience in locating related information and services. Madison County acknowledges and agrees that Public Processing is not responsible or liable for (i) the availability or accuracy of such sites or resources, or (ii) the content, advertising or products on or available from such sites or resources. The inclusion of any link on the Site does not imply that Public Processing endorses the linked site.

4.5. Release. If Madison County has a dispute with a Buyer or any other Seller or user of the Site, Madison County releases Public Processing (and our officers, directors, agents, subsidiaries, joint ventures and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such

disputes. Madison County will settle all disputes with other users of the Site without our involvement, and Madison County will have no liability whatsoever arising from communications made or transactions effected through the Site.

5. PRIVACY

Public Processing does not sell or rent Madison County's personal information to third parties for their marketing purposes without Madison County's explicit consent. Public Processing uses Madison County's information only as described in Public Surplus' Privacy Policy. Public Processing views protection of privacy as a very important community principle. Public Processing stores and processes Madison County's information on computers located in the United States that are protected by physical as well as technological security devices. Madison County can access and modify the information it provides Public Processing. For a complete description of how Public Processing uses and protects its personal information, see Public Surplus' Privacy Policy. If Madison County objects to its Information being transferred or used in this way please do not use the Services.

6. TERMINATION OR SUSPENSION

Public Processing reserves the right to suspend or terminate Madison County's access to the Site and Services for any reason or no reason and without notice. Among other reasons, Public Processing may suspend or terminate Madison County's access to the Services if (a) Madison County breaches any of the provisions of this Agreement; (b) Public Processing suspects that Madison County has engaged in fraudulent activity of any kind in connection with the Site; (c) Madison County interferes with another user's communications or transactions; (d) Public Processing is unable to verify or authenticate any information Madison County provides to Public Processing; or (e) Public Processing believes that Madison County's actions may cause legal liability for Madison County, Public Processing, or other users.

7. MISCELLANEOUS

7.1. Changes to Site and Services. Public Processing reserves the right, in its sole discretion, to modify, suspend or terminate any aspect of our Site and Services, including, but not limited to, content, auction features, news and information, and product categories without notice.

7.2. Record Keeping. Public Processing cannot guarantee the preservation or maintenance of records relating to historical auction transactions and bidding activity and encourages Madison County to keep individual records and an accounting of all activity conducted through the Site.

7.3. Notice and Communication. Unless stated otherwise, all notice and communication with Madison County will be provided by e-mail to the e-mail address provided by Madison County in their registration application or via posting on the Site. Notice will be deemed to have been provided 24 hours after the e-mail was transmitted by Public Processing or the information was posted on the Site.

7.4. Governing Law and Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of the State of Mississippi. Any right to trial by jury with respect to any

claim, action, suit or proceeding arising out of this Agreement or any of the matters contemplated hereby is waived. Madison County further agrees to the exercise of personal jurisdiction in the State of Mississippi in connection with any dispute or claim involving Public Processing.

7.5. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision will be enforced to the maximum extent permissible and the remainder of this Agreement will continue in full force and effect.

7.6. Waiver. The failure of Public Processing to exercise or enforce any right or provision of this Agreement will not be deemed a waiver of such right or provision in the future.

7.7. Independent Contractor Relationship. The relationship between Madison County and Public Processing is that of an independent contractor. No agency, partnership, joint venture, or franchise relationship is implied, intended, or created by this Agreement.

7.8. Intellectual Property. All inventions, know how, improvements, discoveries, methods, processes, concepts, designs, ideas, prototypes, samples, drawings, documents, blueprints, specifications, computer or intellectual property programs, methods of doing business, data in Public Surplus' databases (including but not limited to databases containing bidders, Buyers and other users of the Site and their names and contact information), systems, copyrights, trademarks, trade names, software and/or other works conceived of and/or reduced to practice or writing or otherwise relating in any way to the Site or the Services are the exclusive intellectual property of Public Surplus (the "**Public Surplus IP**"). In addition, all content contained on the Site is Public Surplus IP that is copyrighted material, and Public Surplus retains and reserves all rights and interests in the content. Public Surplus IP may be created by one or more of Public Surplus' employee(s) alone or jointly with a user or users of the Site or Services arising from the users' use and development of the Services or as a result of **feedback** regarding the Site or Services ("Feedback"). All right, title, and interest in any Public Surplus IP will belong to Public Surplus and will be subject to the conditions of this Agreement. Madison County hereby irrevocably assigns to Public Surplus all right, title, and interest Madison County may acquire in any Public Surplus IP, whether or not generated from Feedback. Public Surplus may, at its option, file an application for intellectual property protection for Public Surplus IP. If any such Public Surplus IP is created with Madison County's participation or Feedback, Madison County agrees to cooperate with Public Surplus to assure that such application(s) will cover, to the best of its knowledge, all related assets, including all features of commercial interest and importance. Public Surplus IP is the sole and exclusive property of Public Surplus and may not be used, copied, reproduced, modified, published, transmitted, distributed, displayed, or sold, or derivative works created, without the prior written consent of Public Surplus. Furthermore, Madison County may not provide access to, or information from, the Site to any other party without Public Surplus' prior written consent.

7.9. Copyrights. The Site may contain copyrighted, trademarked, or other proprietary materials that belong to third parties and are used with the owner's permission. Madison County agrees not to copy, modify, distribute, or create any derivative work from such materials without prior written consent from the owner.

7.10. Trademarks. The Site and Public Processing's tradenames, domain names, and logos found on the Site are trademarks or service marks of Public Processing. No display or use of such marks may be made without the express written permission of Public Processing. All other designated trademarks or service marks are the property of their respective owners.

7.11. Assignment. This Agreement may not be assigned by Madison County or by operation of law to any other person, persons, firms, or corporations without the express written approval of Public Processing. However, Madison County agrees that this Agreement and all incorporated agreements may be assigned and delegated by Public Processing in our sole discretion to any party and will be assigned and delegated automatically in the event of a merger of Public Processing with another party.

7.12. Entire Agreement. This Agreement constitutes the entire agreement between Madison County and Public Processing, and supersedes any previous agreements, whether oral or in writing, between Madison County and Public Processing relating to the subject matter hereof. Public Processing may remove or change any aspect of this Agreement at any time only by express, written consent of Madison County.

7.13. Survival. The warranties, covenants and representations of the parties to this Agreement will survive termination of this Agreement.

7.14. Headings. Headings are for reference purposes only and in no way affect the interpretation of this Agreement.

7.15. Oral Statements by Representative. Any oral statement or representation by any representative of Public Processing changing or supplementing this Agreement or any terms of bidding or sale on the Site, is unauthorized and ineffective and confers no right on Madison County and may not be relied upon by Madison County. No interpretation or purported amendment or change of any provision of this Agreement, including applicable performance requirements, is binding on Public Processing unless agreed to, in writing, by Public Processing.

AGREED TO ON THIS THE _____ DAY OF MAY 2017.

MADISON COUNTY, MISSISSIPPI

Trey Baxter, President
Madison County Board of Supervisors
125 West North St.
Canton, MS 39046

PUBLIC GROUP, LLC

ACCEPTED:

By: _____

(A Duly Authorized Member)

Public Surplus
Seller Agreement

Public Group, LLC, a Utah limited liability company that sometimes does business as “Public Surplus” (“**Public Surplus**”), agrees to provide online bid boards, auctions, and stores and further agrees to facilitate other online transactions on www.publicsurplus.com and other websites (collectively, the “**Site**”) for Madison County, Mississippi (“**Sellers**” or “**Madison County**”) to sell surplus goods and other property and assets to buyers of all types (“**Buyers**”). As a condition to accessing and using the Site and receiving the benefit of Public Surplus’ services provided through the Site and otherwise (the “**Services**”), Public Surplus requires that **Madison County** review and accept this Seller Agreement (this “**Agreement**”).

BY REGISTERING TO USE THE SITE AND THE SERVICES, MADISON COUNTY ACCEPTS AND AGREES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT WITH PUBLIC SURPLUS. IF YOU DO NOT AGREE TO ACCEPT THIS AGREEMENT, MADISON COUNTY MAY NOT ACCESS THE SITE OR OTHERWISE USE THE SERVICES OR THE SITE. MADISON COUNTY AGREES THAT IT HAS RECEIVED GOOD AND VALUABLE CONSIDERATION IN EXCHANGE FOR ENTERING INTO THIS AGREEMENT.

1. ACCESSING OUR SITE AND USING OUR SERVICES

1.1. Eligibility. Madison County may only use our Services if the undersigned on behalf of Madison County is at least 18 years of age, is mentally competent, and can form legally binding contracts under applicable law. Madison County may not assign or transfer its account or user identification to any other party.

1.2. Seller Affirmations in Connection with Offers and Sales. In using our Site and Services, Madison County agrees as follows:

- (a) No contingency to Madison County’s sales offer exists other than those stated in the listing at the time of sale.
- (b) Madison County will be responsible for delivering property sold using its username and password.
- (c) Madison County is fully capable of transferring title to the property offered for sale in a timely manner.
- (d) Madison County is a real entity, with a verifiable address, telephone number and email address as provided to Public Surplus.
- (e) Madison County is dealing in good faith and is not attempting to defraud, cheat, or wrong Public Surplus or any Buyer.

1.3. Accuracy and Nature of Madison County's Information. Madison County is solely responsible for all information it provides to Public Surplus or other users on our Site ("Seller's Information"). We act as a passive conduit for the online distribution and publication of Seller's Information. Madison County agrees that Seller's Information (i) will not be false, inaccurate, or misleading; (ii) will not violate any law, statute, ordinance or regulation; and (iii) will not be defamatory, trade libelous, unlawfully threatening or unlawfully harassing. In providing Seller's Information, Madison County grants Public Surplus a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable (through multiple tiers) right to use and exercise the copyright, publicity, and database rights Madison County has in Seller's Information for purposes of facilitating the communications and transactions made through the Site.

1.4. Fees. Public Surplus charges no fees for Madison County to register to list property for sale on the Site. Madison County will not owe any transaction fee for any sale managed through the Site. The Buyer will be responsible for any fees associated with the transaction. No fees will be billed directly to Madison County for the Services.

1.5. Madison County agrees not to attempt any action that may disrupt Public Surplus's Site or Services. Among other things, Madison County agrees that (i) Seller's Information and all other input on the Site will not contain any viruses, Trojan horses, worms, time bombs, cancelbots, easter eggs or other software, devices, files or routines that may damage, interfere with, copy, reproduce, intercept or expropriate any system, data or personal information; (ii) Madison County will not create liability for Public Surplus or cause Public Surplus to lose (in whole or in part) the services of our Internet Service Providers or other vendors; (iii) Madison County will not use the Site to obtain e-mail addresses for bulk e-mail solicitations or otherwise; (iv) Madison County will not reverse engineer any of the Services, programs, or infrastructure; (v) Madison County will not use any robot, spider, other automatic device, or manual process to monitor, copy, or reproduce Public Surplus's web pages or the content contained herein without its prior express written permission; and (vi) Madison County will not take any action that imposes an unreasonable or disproportionately large load on Public Surplus's infrastructure.

1.6. User Password. During the registration process, Madison County will select a username and a password. Madison County agrees that it is solely responsible for preserving the confidentiality of its username and password. Madison County agrees not to furnish its username, password or other information to any other party for use of the Site and the Services. Madison County agrees to notify Public Surplus immediately of any unauthorized use of its personal password or username and any other breach of security regarding the Services.

1.7. Obligation to Ensure Compliance with this Agreement. Madison County agrees that it will take all steps necessary to ensure that its employees, contractors, and agents comply with the covenants, terms, and provisions of this Agreement, including but not limited to the covenants contained in sections 1.5 and 7.8 of this Agreement.

1.8. Consent to E-Mail Correspondence from Public Surplus. You hereby agree that Public Surplus may send future correspondence to Madison County via electronic mail ("e-mail") related to the Services and Madison County's sales transactions on the Site only. Any e-mail correspondence to Madison County (i) will be clearly and conspicuously identified as sent by

Public Surplus; and (ii) will clearly and conspicuously display a functioning return e-mail address to enable Madison County to reply to Public Surplus.

1.9. Signature. Madison County is notified by this statement that, by signing this Agreement, it consents to these terms and conditions and its agreement to be bound to these terms. Changes to the terms and conditions of this agreement are not effective without the express, written consent of Madison County.

2. SELLER UNDERSTANDINGS AND OBLIGATIONS

In listing or offering items for sale on the Site or otherwise accessing the Site and Services in any way, Madison County represents, warrants, and agrees to the following:

2.1. Shipment. At the close of an auction in which it has a winning bidder, Madison County agree to make the property immediately available for pickup and/or shipment.

2.2. Legal Compliance. Madison County will comply with all applicable laws, statutes, ordinances and regulations regarding its use of our Site and Services and the offer and sale of property. Madison County hereby releases Public Surplus from any liability arising out of its breach of this provision. Offering property for sale with the intent not to complete the transaction, causing disruption to the sale process on the Site, and not completing transactions will be considered in most jurisdictions as fraud and may be prosecuted to the fullest extent of the law.

3. PAYMENT PROCESSING SERVICES

3.1. Payment Processing Services Under Separate Agreement with Affiliate. In the event that Madison County elects to have Public Surplus's affiliate, Public Processing, LLC, a Nevada limited liability company ("**Public Processing**"), receive and process on Your behalf payments made by Buyers (the "**Processing Services**"), Madison County agrees to the provisions set forth in this Agreement and in a separate agreement with Public Processing.

4. LIABILITY LIMITATIONS AND RELEASES

4.1. Absence of Liability. Madison County will not hold Public Surplus responsible for actions or inactions of Buyers or other users, including the failure of a Buyer to take delivery or make payment for an item. Madison County acknowledges that Public Surplus is not a traditional auctioneer and it is not the Buyer of property sold through the Site. Instead, the Site provides a marketplace for users to offer, sell, and buy items of all kinds in a variety of pricing formats and venues. Public Surplus is not involved in the actual transaction between Madison County and Buyers. Public Surplus has no control over and does not guarantee such things as the quality, safety or legality of items advertised, the truth or accuracy of listings, the ability of Buyers to purchase and make payment for items, or the completion of a sale by Madison County, even upon a successful bidding and acceptance process. Without limitation of the generality of the foregoing, Public Surplus will not be liable for lost profits or any special, incidental or consequential damages arising out of or in connection with the Site, the Services, or this

Agreement.

4.2. Disclaimer of Warranties. THE SITE AND SERVICES, INCLUDING ALL CONTENT, FUNCTIONS, MATERIALS, AND INFORMATION ON OR ACCESSED THROUGH THE SITE OR SERVICES, ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS. PUBLIC SURPLUS DISCLAIMS ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, DATA ACCURACY, SYSTEM INTEGRATION, OR QUIET ENJOYMENT. PUBLIC SURPLUS DOES NOT WARRANT THAT THE SERVICES, FUNCTIONS, FEATURES OR CONTENT WILL BE FUNCTIONAL, TIMELY, SECURE, UNINTERRUPTED OR ERROR FREE, OR THAT DEFECTS WILL BE CORRECTED. PUBLIC SURPLUS MAKES NO WARRANTY THAT SALES WILL BE COMPLETED THROUGH THE SITE OR THAT THE SITE OR SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, EXPRESSLY DISCLAIMS ANY WARRANTIES OR GUARANTEES THAT BY LISTING THE LISTED ASSETS, THE LISTED ASSETS WILL BE SOLD. PUBLIC SURPLUS MAKES NO WARRANTY OF ANY KIND REGARDING ANY LISTED ASSETS OR ANY TRANSACTIONS ENTERED INTO THROUGH THE SERVICES. PUBLIC SURPLUS EXPRESSLY DISCLAIMS ANY ENDORSEMENT OR WARRANTY OF ANY LISTED ASSETS SOLD ON OR THROUGH THE SITE OR THE SERVICES, AND ANY RESPONSIBILITY FOR ANY MISREPRESENTATIONS OR BREACHES COMMITTED BY ANY BUYER OR OTHER USER.

4.3. Interruption of Service. Public Surplus is not responsible for any damages or losses related to any system errors or interruptions affecting its Site and the processing of any solicitations, requests, offers, bids, auctions, or sales. Madison County understands and acknowledges that the Site and the Services may be unavailable unexpectedly.

4.4. Third Party Links. The Site may contain links to other websites or resources for Madison County's convenience in locating related information and services. Madison County acknowledges and agrees that Public Surplus is not responsible or liable for (i) the availability or accuracy of such sites or resources, or (ii) the content, advertising or products on or available from such sites or resources. The inclusion of any link on the Site does not imply that Public Surplus endorses the linked site. Madison County uses the links at its own risk.

4.5. Release. If Madison County has a dispute with a Buyer or any other seller or user of the Site, Madison County releases Public Surplus (and our officers, directors, agents, subsidiaries, joint ventures and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. Madison County will settle all disputes with other users of the Site without Public Surplus's involvement, and Public Surplus will have no liability whatsoever arising from communications made or transactions effected through the Site

5. PRIVACY

Public Surplus do not sell or rent Madison County representative's personal information to third parties for their marketing purposes without Madison County's explicit consent. Public Surplus uses Madison County's information only as described in Public Surplus' Privacy Policy. Public Surplus views protection of privacy as a very important community principle. Public Surplus stores and processes Madison County's information on computers located in the United States that are protected by physical as well as technological security devices. Madison County can access and modify the information provide to Public Surplus. For a complete description of how Public Surplus uses and protects Seller's personal information, see Public Surplus' Privacy Policy. If Madison County objects to Seller's Information being transferred or used in this way please do not use our services.

6. TERMINATION OR SUSPENSION

Public Surplus reserves the right to suspend or terminate Madison County's access to the Site and Services for any reason or no reason and without notice. Among other reasons, Madison County may suspend or terminate its access to the Services if (a) Madison County breaches any of the provisions of this Agreement; (b) Public Surplus suspects that Seller has engaged in fraudulent activity of any kind in connection with the Site; (c) Madison County interferes with another user's communications or transactions; (d) Public Surplus is unable to verify or authenticate any information provided by Madison County; or (e) Public Surplus believes that Madison County's actions may cause legal liability for Public Surplus or its users.

7. MISCELLANEOUS

7.1. Changes to Site and Services. Public Surplus reserves the right, in its sole discretion, to modify, suspend or terminate any aspect of our Site and Services, including, but not limited to, content, auction features, news and information, and product categories without notice.

7.2. Record Keeping. Public Surplus cannot guarantee the preservation or maintenance of records relating to historical auction transactions and bidding activity and encourages Madison County to keep individual records and an accounting of all activity conducted through the Site.

7.3. Notice and Communication. Unless stated otherwise, all notice and communication with Madison County will be provided by e-mail to the e-mail address provided by Madison County in their registration application or via posting on the Site. Notice will be deemed to have been provided 24 hours after the e-mail was transmitted by Public Surplus or the information was posted on the Site.

7.4. Governing Law and Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of the State of Mississippi. Any right to trial by jury with respect to any claim, action, suit or proceeding arising out of this Agreement or any of the matters contemplated hereby is waived. Madison County further agrees to the exercise of personal jurisdiction in the State of Mississippi in connection with any dispute or claim involving Public Surplus.

7.5. Severability. If any provision of this Agreement is held by a court of competent jurisdiction

to be invalid or unenforceable, then such provision will be enforced to the maximum extent permissible and the remainder of this Agreement will continue in full force and effect.

7.6. Waiver. The failure of Public Surplus to exercise or enforce any right or provision of this Agreement will not be deemed a waiver of such right or provision in the future.

7.7. Independent Contractor Relationship. The relationship between Madison County and Public Surplus is that of an independent contractor. No agency, partnership, joint venture, or franchise relationship is implied, intended, or created by this Agreement.

7.8. Intellectual Property. All inventions, know how, improvements, discoveries, methods, processes, concepts, designs, ideas, prototypes, samples, drawings, documents, blueprints, specifications, computer or intellectual property programs, methods of doing business, data in Public Surplus' databases (including but not limited to databases containing bidders, Buyers and other users of the Site and their names and contact information), systems, copyrights, trademarks, trade names, software and/or other works conceived of and/or reduced to practice or writing or otherwise relating in any way to the Site or the Services are the exclusive intellectual property of Public Surplus (the "**Public Surplus IP**"). In addition, all content contained on the Site is Public Surplus IP that is copyrighted material, and Public Surplus retains and reserves all rights and interests in the content. Public Surplus IP may be created by one or more of Public Surplus' employee(s) alone or jointly with a user or users of the Site or Services arising from the users' use and development of the Services or as a result of **feedback** regarding the Site or Services ("Feedback"). All right, title, and interest in any Public Surplus IP will belong to Public Surplus and will be subject to the conditions of this Agreement. Madison County hereby irrevocably assigns to Public Surplus all right, title, and interest Madison County may acquire in any Public Surplus IP, whether or not generated from Feedback. Public Surplus may, at its option, file an application for intellectual property protection for Public Surplus IP. If any such Public Surplus IP is created with Madison County's participation or Feedback, Madison County agrees to cooperate with Public Surplus to assure that such application(s) will cover, to the best of its knowledge, all related assets, including all features of commercial interest and importance. Public Surplus IP is the sole and exclusive property of Public Surplus and may not be used, copied, reproduced, modified, published, transmitted, distributed, displayed, or sold, or derivative works created, without the prior written consent of Public Surplus. Furthermore, Madison County may not provide access to, or information from, the Site to any other party without Public Surplus' prior written consent.

7.9. Copyrights. The Site may contain copyrighted, trademarked, or other proprietary materials that belong to third parties and are used with the owner's permission. Madison County agrees not to copy, modify, distribute, or create any derivative work from such materials without prior written consent from the owner.

7.10. Trademarks. The Site and Public Surplus' tradenames, domain names, and logos found on the Site are trademarks or service marks of Public Surplus. No display or use of such marks may be made without the express written permission of Public Surplus. All other designated trademarks or service marks are the property of their respective owners.

7.11. Assignment. This Agreement may not be assigned by Madison County or by operation of

law to any other person, persons, firms, or corporations without the express written approval of Public Surplus. However, Madison County agrees that this Agreement and all incorporated agreements may be assigned and delegated by Public Surplus in our sole discretion to any party and will be assigned and delegated automatically in the event of a merger of Public Surplus with another party.

7.12. Entire Agreement. This Agreement constitutes the entire agreement between Madison County and Public Surplus, and supersedes any previous agreements, whether oral or in writing, between Madison County and Public Surplus relating to the subject matter hereof. Public Surplus may remove or change any aspect of this Agreement at any time only by express, written consent of Madison County.

7.13. Survival. The warranties, covenants and representations of the parties to this Agreement will survive termination of this Agreement.

7.14. Headings. Headings are for reference purposes only and in no way affect the interpretation of this Agreement.

7.15. Oral Statements by Representative. Any oral statement or representation by any representative of Public Surplus changing or supplementing this Agreement or any terms of bidding or sale on the Site, is unauthorized and ineffective and confers no right on Madison County and may not be relied upon by Madison County. No interpretation or purported amendment or change of any provision of this Agreement, including applicable performance requirements, is binding on Public Surplus unless agreed to, in writing, by Public Surplus.

AGREED TO ON THIS THE _____ DAY OF MAY 2017.

MADISON COUNTY, MISSISSIPPI

Trey Baxter, President
Madison County Board of Supervisors
125 West North St.
Canton, MS 39046

PUBLIC GROUP, LLC

By: _____

ACCEPTED:

(A Duly Authorized Member)