

**EBRIDGE BUSINESS SOLUTIONS, LLC  
BUYER TERMS OF USE**

BY SIGNING THIS AGREEMENT ("AGREEMENT"), YOU WILL BE PERMITTED TO UTILIZE THE EBRIDGE BUSINESS SOLUTIONS, LLC ("EBRIDGE") INTERNET-BASED STRATEGIC SOURCING SOLUTION ("THE SOLUTION") FOR THE PURPOSE OF CONDUCTING ANY ON-LINE BIDDING EVENT. YOU WILL BE ALLOWED TO POST REQUESTS FOR INFORMATION AND QUOTATIONS AND TO SOLICIT AND RECEIVE BIDS AND PROPOSALS NECESSARY IN CONDUCTING ANY ONLINE BIDDING EVENT.

EBRIDGE BUSINESS SOLUTIONS, LLC ("eBridge") does not verify or validate any information provided or representations made by users of the Solution, and makes no warranty of any kind to you concerning any supplier or any goods or services offered by any supplier using the Solution. You acknowledge eBridge, its employees, agents, officers and members make no warranty of any kind, either express or implied, regarding the quality, accuracy or validity of any data and information available on the Solution, or residing or passing through its network, other than information and data that is provided directly to you from eBridge. You further acknowledge any agreement entered into by you for the purchase of goods or services from a participating supplier is an agreement solely with such supplier, and eBridge is in no way a party to or responsible for the performance of such agreement. Therefore: 1) EBRIDGE DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, RELATING TO ANY TRANSACTION ENTERED INTO BETWEEN A PARTICIPATING PERSON OR ENTITY AND A SUPPLIER, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR INTENDED USE, AND NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS; AND 2) EBRIDGE FURTHER DISCLAIMS ALL WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, CONCERNING INFORMATION SUPPLIED, OR REPRESENTATIONS MADE, BY ANY SUPPLIER, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OR REPRESENTATION RELATING TO PRODUCT SUITABILITY, RELIABILITY, OR AVAILABILITY, TIMELINESS OF DELIVERY, OR THE TRUTHFULNESS OR ACCURACY OF ANY OTHER INFORMATION OR REPRESENTATION MADE OR SUPPLIED BY A SUPPLIER.

YOU AGREE TO COMPLY WITH ALL TERMS AND CONDITIONS SET FORTH BELOW AND WITH ALL INSTRUCTIONS FOR USE POSTED ON THE SOLUTION.

1. **Utilization.** You are granted a non-transferable, non-exclusive right to access the Solution through eBridge's website through the use of a password(s) and/or access code(s). eBridge reserves the right to terminate your access to the Solution or any or all of its services at any time, if eBridge shall determine, in its sole discretion, you have violated any term(s) of this Agreement with respect to your access to and use of the Solution. In the event of such termination eBridge will notify you immediately.
2. **Responsibilities of the Parties.** Subject to the terms and conditions of this Agreement, eBridge will make available to you electronic access and use of the Solution, for you to conduct any on-line bidding event. eBridge will also provide such other assistance in the way of online bidding event administration, support and service as are set forth in this Agreement. It is solely your responsibility when using the Solution to comply with all applicable local, state and federal statutes, ordinances, regulations, and policies governing the purchase of goods or services by you. eBridge shall have no responsibility for ensuring that purchases of goods or services using this system will comply with such laws, ordinances, regulations, or policies. You the buyer, in using the Solution, have the responsibility for the procurement process including, but not limited to, the following:
  - Accepting the terms and conditions of the agreement contained herein

- Determining your needs
- Preparation of specifications in an electronic format
- Preparing and assuring the completeness of the solicitation for bids, quotes, or proposals
- Maintaining the security and integrity of the sealed or open bid procurement process with all suppliers
- Verifying funding availability
- Evaluating and selecting qualified suppliers to participate
- Viewing the event
- Selecting the best qualified bid or proposal
- Complying with all applicable legal requirements
- Establishing the terms and conditions of the contract between you and the supplier(s)
- Assuring proper authorization to enter into a contract and the proper administration of any resulting contract
- Notifying eBridge of award detail and purchase order information

In addition, buyer acknowledges that eBridge's role for procurement activities will include the following:

- Reviewing specification(s) for general acceptability by potential suppliers
- Verifying completion of bid package
- Advising buyer on supplier participation for each event
- Conducting supplier tutorials on electronic bid event procedures
- Hosting the auction event
- Submitting reports and compilations for users as well as obtaining feedback from participants

3. **Conduit Services Only.** The Solution provides an Internet conduit through which you may communicate procurement needs to potential suppliers, for suppliers to respond to your requests for quotations, bids or proposals, and for you to conduct online bidding events and select from participating suppliers (the "Bid Application"). You hereby acknowledge that the Bid Application operates only as a venue for qualifying and selecting participating suppliers and that the participating suppliers are neither owned nor controlled by eBridge. Accordingly, eBridge makes no representation or warranty of any kind concerning the reputation, reliability or any other matter concerning participating suppliers. You must conduct your own inquiries concerning the qualifications and reputation of suppliers and must look only to the suppliers with whom you choose to transact business for performance of any agreements with them.
4. **Supplier Representations and Warranties.** eBridge does not verify or validate the information provided by or any representations or warranties made by suppliers on the Solution, and makes no representation or warranty of any kind to you concerning any supplier or any goods or services offered by any supplier using the Solution, including but not limited to any warranties of merchantability or fitness for a particular purpose. You shall look solely to the supplier(s) with respect to any supplier-related information or representations and warranties and shall indemnify and hold eBridge harmless from and against any contract, damages or liability that may result from any supplier-related information or representations and warranties.
5. **Coded Access.** The Solution is available only to persons and entities who have read and agreed to the terms of this Agreement and who have been assigned access code(s) and/or password(s). You agree not to divulge your access codes or passwords to any other person or entity. If you allow either your access code or password to fall into the hands of an

unauthorized person, eBridge has no way of detecting unauthorized use of such codes or passwords and is not responsible for such unauthorized use of the Bid Application. YOU MUST SAFEGUARD THE PASSWORDS AND ACCESS CODES. Unauthorized users of the Solution may be subject to both civil and criminal prosecution under state and federal law.

6. **Availability and Operation of the Solution.** While every effort will be made to keep the Solution operating during all scheduled hours of operation, no guarantee of uninterrupted operation can be given. You agree the services provided on the Solution are provided as is and neither you nor your business or agency will have any claim against eBridge as a result of any non-availability of the Solution at a particular time(s) or any failure of the Solution to operate as intended.
7. **Sole Remedy.** If you are dissatisfied with the functionality of the Solution or the services eBridge provides, your sole remedy is to cease using the Solution and/or services. YOU AGREE YOU HAVE, AND WILL HAVE, NO CLAIM OR RIGHT OF ACTION OF ANY KIND AGAINST eBridge RELATED TO YOUR USE OF THE SOLUTION. Without limitation of the foregoing, you waive any right you may have to claim or recover any special, incidental, exemplary, punitive, consequential or other damages (including but not limited to lost profits and business interruption).
8. **Virus.** eBridge shall not be liable for any harm that may be caused by the inadvertent transmission of any computer virus, worm, time bomb, logic bomb, or such other computer program transmitted through the Solution.
9. **Information You Provide.** You agree and warrant that any information you provide about yourself or your organization or your agents when registering to use the Solution or subsequent to registration, is accurate, current and complete and you will maintain and update that information to ensure that it remains true, accurate and complete. If eBridge suffers any claim or incurs any liability as a result of information entered into the Solution by users of your account, you and your agency or business will indemnify eBridge against such claim or liability including costs and attorneys fees incurred in defending against it.
10. **Security.** eBridge uses industry-standard security measures to safeguard any information you may provide to us on our website. You, your organization and/or your agents are responsible for managing your internal security by safeguarding password(s) and establishing your own internal security procedures, as you would for paper-based procurements, to assure the proper use of the Solution. In the event of any compromise in the security of the Solution, you shall immediately report the same to eBridge and a new password will be assigned for your use. However, perfect security does not exist on the Internet, and eBridge does not and cannot guarantee that information will remain secure.
11. **Fees.** The design, maintenance and operation of the Solution require substantial costs and investment incurred by eBridge. Thus, a fee based on the total final purchase price stated upon award of each bid will be charged to the awarded supplier. Said fee will be assessed to the awarded supplier at the rate stated in the Electronic Bid Submission Form. All fees are to be paid to eBridge by the awarded supplier in the following manner.
  - **Definitive Bids:** Payment is made once delivery is made to the buyer and awarded supplier is paid by the buyer.
  - **Construction and Public Works Bids:** Payment is to be made in full to eBridge upon supplier's receipt of initial progress, first percentage completion or mobilization payment.

- **IDIQ (indefinite dates, indefinite quantity) Bids:** Payment will be made on monthly transactions based upon actual purchases made during the month. This agreement is binding on all renewable and/or evergreen/roll-over contracts until and unless such time buyer re-bids same in a manner consistent with acceptable procurement procedures.

Suppliers will ensure this transaction fee is included in every bid they submit before or during an auction. In the event that the winning supplier in any online bidding event is the representative of any third party and you interact with such third party with respect to the consummation of the sale of the subject products and/or services, you will inform such third party of the supplier's obligation to pay the foregoing fee to eBridge.

You further acknowledge as a buyer utilizing the Solution for this designated electronic bid event with your specification(s) for a specific item(s) or service(s), that you will inform any awarded supplier who has accepted similar terms and conditions for the same electronic bid event of their obligation to pay the transaction fee for this specific item or event regardless of any other form of procurement bidding or negotiations which you and any supplier undertake.

Any and all subsequent orders resulting from this specific electronic bid for like equipment, services or materials are subject to these terms and conditions.

- 12. Disclosures.** You acknowledge by using the Solution, you agree to provide to eBridge accurate and complete information regarding: (a) the supplier chosen by you through any online bidding event conducted through the Solution, (b) the final price agreed upon between you and the chosen supplier with respect to any product or service purchased by you, and (c) the date payment (whether a payment in full or a partial or installment payment) is delivered to any supplier chosen by you through any online bidding event conducted on the Solution or through the Solution. You are to provide this information to eBridge immediately upon becoming aware of such information. eBridge relies upon your delivery of such information for the calculation and payment of its fees as set forth in Section 11.
- 13. Privacy Policy.** eBridge shall have the right to monitor the Solution electronically from time to time and to disclose any information as necessary to satisfy any law, regulation or other government request, to operate its service properly, or to protect itself or its users. eBridge reserves the right to refuse to post or to remove any information or materials, in whole or in part, that, in eBridge's sole discretion, are unacceptable or in violation of this Agreement. The information eBridge receives is determined by your activities when using the Solution. If you use the Solution to read or download information, eBridge collects and stores the following information about you: the name of the domain and host through which you access the Internet and the date and time you access the Solution. eBridge uses this information to measure the number of visitors to different sections of the Solution, so that eBridge can make the Solution more useful to visitors. If you actively participate in using or providing any of the services offered through the Solution, we collect and store the personally identifiable information needed to facilitate this participation (typically your name, agency or company name, mailing address, email address and telephone).  
If you wish to use a link to another website or to do business with another user of the Solution, you may be asked by the other user to provide certain confidential information. eBridge shall not be responsible for any loss or damage of any kind, nature or amount incurred as a result of any such disclosure to another user through the Solution. You may choose to send personally-identifying information to other websites you have linked to through the Solution. eBridge does not control the collection or use of this information, and makes no representations or warranties about the privacy or other policies of any other websites.

14. **Reselling or Transfer.** You agree not to sell, transfer, or assign your right to use the Solution to anyone, and you will not allow your access code or password to be used by any other agency or unauthorized person. If the Solution is used by another person using your access code or password, you will be responsible for and shall indemnify and hold eBridge harmless from and against any contract, damages or liability that may result from the use of your access code or password.
15. **Access to Internet.** You agree that in order to use the Solution you must: (a) provide and pay for your own access to the Internet, and (b) provide and pay for all equipment necessary for you to make the connection to the Internet.
16. **Interference with Others.** You agree not to use the Solution in a manner that would restrict or inhibit any other party's use of such services.
17. **Links to Other Websites.** The Solution may link you to other sites on the Internet. These links are provided for your convenience but the websites to which the links connect are not under eBridge's supervision or control. You acknowledge and agree that the linking of the Solution to other websites does not constitute any endorsement of such websites by eBridge, and eBridge shall not be responsible for the legality, accuracy or any other aspect of the operation or content of any websites to which links are provided.
18. **Copyright - How You May Use the Content of the Solution.** The content of the Solution (the "Content") is protected by intellectual property laws of both the United States and foreign jurisdictions. You may download, use, and copy the materials found on the Solution for your internal business use only, provided that all copies of the Content must bear any copyright, trademark, or other proprietary notice located on the Solution which pertains to the material being copied. The Content may not be republished or reprinted in whole or in part. Except as authorized in this paragraph, you are not granted a license under any copyright, trademark, patent, or other intellectual property right in the material or the services, processes, or technology described therein. All such rights are retained by eBridge and/or any third party owner of such rights. You may not sell or modify the Content or reproduce, display, publicly perform, distribute, or otherwise use the Content in any way for any public or commercial purpose. The use of the Content on any other website or in a networked computer environment for any purpose is prohibited. None of the Content, including any software, may be reverse engineered, disassembled, decompiled, reproduced, transcribed, stored in a retrieval system, translated into any language or computer language, retransmitted in any form or by any means, resold, or redistributed without the prior written consent of eBridge, except as described herein. Nothing in this paragraph prohibits you from printing, using or reproducing any records or reports of transactions using the Solution.
19. **Framed Links.** You may not create framed links to the Solution without the prior written consent of eBridge.
20. **Modification.** eBridge, in its sole discretion, has the right to modify this Agreement at any time. However, any such modification shall not affect the terms of any online bidding events already completed or in process. Any modification is effective upon either posting notice of such modification on eBridge's website or upon notice by mail. Your continued use of the Solution following notice of any modification to this Agreement shall be conclusively deemed an acceptance of all such modifications.
21. **Non-Circumvention.** You agree you will not, directly or indirectly, take any action which circumvents or attempts to circumvent the intent or purpose of this Agreement. Further, you agree that once you as a buyer have submitted a request for quotations and made contact with or received a bid or proposal, from a supplier who has a signed supplier agreement for

