

PennBid Vendor Agreement

This website ("Site") is operated by Apex PM solutions, LLC, and its affiliates and associates (collectively, "PennBid"). By accessing or using this Site (or any part thereof), you agree to be legally bound by the terms and conditions that follow as we may modify them from time to time. This Vendor Agreement applies to your use of this Site, including the PennBid services offered via the Site. They constitute a legal contract between you and PennBid, and by accessing or using any part of the Site you represent and warrant that you have the right, power and authority to agree to and be bound by the agreement. If you do not concur with the Vendor Agreement, or if you do not have the right, power, and authority to agree to and be bound by the terms of this Agreement, you may not use the Site.

Purpose of Site

The Site is designed to provide information about Request-for-Proposal and Request-for-Quotation opportunities and related data. The information and services offered on or through this Site are provided solely for general business information, do not constitute agreements, acceptance of bids, legal, or any other professional advice, or an offer to purchase, sell or lease real estate, and may not be used for personal, family or household purposes.

Definitions

The information, data, text, documents, plans, software, photographs, images, graphics, organization, layout, design, and other content contained on or provided through this Site (collectively, the "Content") are proprietary to PennBid and its licensors, and are protected by copyright and other U.S. and international intellectual property rights, laws and treaties. The Content includes proprietary databases (the "Database") of request-for-proposal and request-for-quotation data and related information and associated documents and data contained therein (collectively, the "Information") and the proprietary organization and structures for categorizing, sorting and displaying such Information, and the related software ("Software"). The Site, Content, Database, Information, Software and any portion of the foregoing, including any derivatives, successors, updates or modifications provided thereto and any information derived from the use of the Database, including as a result of the verification of any portion of the Information, are collectively referred to herein as the "Product".

Those portions of the Product that may be accessed by the general public and that do not require any use of Passwords (as defined below) are referred to as the "Non-Password Protected Product". Those portions of the Product that require use of Passwords for access and are available only to individuals or entities ("PennBid Vendors"), or those acting through them, who enter into a Vendor Agreement (as defined below) with PennBid that authorizes access to such PennBid data and content are referred to as the "Password Protected Product".

A "Vendor Agreement" is defined as an online contract between the subscriber and PennBid that is formed by online registration and acceptance of these terms and that authorizes access to PennBid's Pass-Code Protected services. A Vendor Agreement is obtained by the subscriber clicking the acknowledgement box on the website.

"Agency" is defined as any public or private entity that is using PennBid as a vehicle to communicate information related to a bid opportunity.

A "Bid Lead Provider" is defined as any entity or person who does not have direct ability to carry out and fulfill the requirements of the RFP or RFQ solicitation.

A "Vendor" is defined as an individual or business that accepts and fulfills the terms in this Agreement as a user of a specific Password-Protected Product.

Fees and Payments

Vendors may register at the website, view bid opportunities, download bid documents, and submit bids online at no charge. Vendors who are awarded contracts are assessed a variable award fee based on the type of contract. (The type of contract is displayed on the "Description" screen)

- Fixed Fee Contracts – Award fee is 1/4% (.0025) of the initial contract award amount and will be invoiced upon official award of the contract by the buying organization.
- Term Contracts – Award fee is 1/8% (.00125) of the expected value of the contract for the time period of the awarded contract and will be invoiced upon official award of the contract by the buying organization. Term contracts are generally established for vendors to provide products and services on an as requested basis for a defined period of time.

Regardless of contract value, type, or duration, the award fee shall be no less than \$100 and no greater than \$5,000. By downloading bid documents or using the Password Protected services for a solicitation posted on the website, you agree to be bound by this Agreement, regardless of whether you submit your bid online for a solicitation for which you are later awarded a contract.

PennBid may, in its sole judgment, may waive fees in part or total.

WE RESERVE THE RIGHT, AT ANY TIME AND FROM TIME TO TIME, TO CHANGE THE NATURE AND AMOUNT OF FEES CHARGED FOR ACCESS TO THE PRODUCT OR ANY OF THE COMPONENTS OR SERVICES AVAILABLE ON THE PRODUCT, AND THE MANNER IN WHICH SUCH FEES ARE ASSESSED.

Payment in full is expected within 30 days of invoice. A monthly late fee of \$20.00 or 1% of invoice amount, whichever is greater, will be assessed on all overdue invoices. PennBid will take appropriate action to collect for services rendered. These actions include but are not limited to (1) suspending vendors from using the PennBid system, (2) notification of buying agency, and (3) notification of financial and bonding agencies.

Permitted Uses

Only Vendors for a Password Protected Product may access such product and they may access it solely using the user name, password (collectively, the "Passwords") assigned to such user by PennBid. No Vendor may share his/her Passwords with any other person, nor may an Authorized User allow any other person to use or have access to his/her Passwords. An Authorized User is defined as an individual or business who accepts the terms of this Agreement as a user of a specific Password-Protected Product.

Subject to the provisions in this Agreement, you may use the Non-Password Protected Product (or, if you are a Vendor, subject to the provisions in your Vendor Agreement, you may use the applicable Password-Protected Product), in the ordinary course of your business for:

- (1) Your internal research purposes;
- (2) Marketing opportunities;
- (3) Download bid opportunity specifications and related information in preparation to respond to bid request; and
- (4) Creating periodic general market research reports for in-house use, provided that such reports are not commercially or generally distributed.

Subject to the provisions in your Vendor Agreement, you may print Information or copy Information into word processing, spreadsheet and presentation programs (or other software programs with the express written consent of PennBid), so long as the level of Information being printed or copied is reasonably tailored for your purposes, insubstantial and used in compliance with these use and copying provisions.

Prohibited Uses

Except to the extent specifically authorized in writing by PennBid, you cannot share, sell, or make available any electronic files placed on the website. You shall indemnify and hold harmless PennBid, its affiliated companies and their respective officers, employees and agents ("Indemnified Parties") against any loss, liability, damage, cost or expense (including, but not limited to, reasonable attorneys' fees and legal costs) suffered or incurred by any Indemnified Party, arising out of or in any way related to your use of the PennBid materials or the breach of this Agreement.

You shall not, except as may be expressly set forth above under "Permitted Uses", (a) distribute, disclose, copy, reproduce, display, publish, transmit, assign, sublicense, transfer, provide access to, use or sell, directly or indirectly (including in electronic form) any portion of the Product, or (b) modify or create derivative works of any portion of the Product.

Notwithstanding anything to the contrary herein, you shall not:

- (1) Access any portion of a Password-Protected Product unless you are a Vendor for such Password-Protected Product using the Passwords assigned to you by PennBid to access the components and services of the Password-Protected Product that your Vendors Agreement authorizes you to access, subject to the terms contained herein;
- (2) Access or use any portion of the Product if you are a direct or indirect competitor of PennBid, nor shall you provide, disclose or transmit any portion of the Product to any direct or indirect competitor of PennBid (by way of example, a "direct or indirect competitor" of PennBid includes, but is not limited to, RFP and RFQ bidding services or other construction plans and construction data services and employees, independent contractors and agents of such services);
- (3) Use or distribute any Information from the Password-Protected Product, including Information that has been verified or confirmed by you or anyone else, to directly or indirectly create or contribute to the development of any database or product;
- (4) Modify, merge, decompile, disassemble, translate, decode or reverse engineer any portion of the Product, or use any data mining, gathering or extraction tool, or any robot, spider or other automatic device or manual process, to monitor or copy any portion of the Product;
- (5) Use, reproduce, publish or compile any portion of the Password-Protected Product obtained directly or indirectly for the purpose of selling or licensing any portion of the Product or making any portion of the Product publicly or privately available;
- (6) Store, copy or export any portion of the Password-Protected Product into any database or other software, except as expressly set forth in the Permitted Uses above;

(7) Upload, post or otherwise publish any portion of the Product on, or provide access to any portion of the Product through, the Internet, any bulletin board system, any other electronic network, any data library, any listing service or any other data sharing arrangement, except that you may e-mail a report containing Information that complies with the Permitted Use provisions set forth above to a limited number of your clients and prospective clients;

(8) Upload, post, e-mail or otherwise transmit any information, data, text, software, photographs, images, graphics, or other content to or through the Product, or use any portion of this Product in a manner, that:

- is unlawful, threatening, abusive, harmful, libelous, tortuous, defamatory, false, misleading, obscene, vulgar, racially or ethnically offensive or otherwise objectionable;
- infringes any patent, copyright, trademark, trade secret, or other proprietary right of any party or violates the privacy or publicity rights of any party;
- constitutes unlawful advertising or fraudulent, unfair or deceptive practices, "spam," or any other form of unlawful solicitation
- contains software viruses or any other computer code, files or programs that are designed to or have the capability to interrupt, modify, damage, improperly access, disable, destroy or limit the functionality of the Product or servers or networks connected thereto or the activities of other users of the Product or of any computer software or hardware or telecommunications equipment; or
- you do not have a right to transmit under any law, contractual obligation (i.e., nondisclosure agreement) or fiduciary duty;

(9) Impersonate any person or entity, or falsely state or otherwise misrepresent any registration information, or otherwise disguise the origin of any information, data, text, software, photographs, images, graphics, or other content posted on or transmitted through the Product; and

(10) Use any portion of the Product to encourage or engage in illegal activity, stalk or harass another person, or violate this Agreement or any applicable local, state, national or international law, rule, regulation or ordinance, including without limitation, state and local real estate practice, spam or privacy laws.

Special Provisions for Bid Lead Providers

Permitted Use

Bid Lead Providers may use the information provided in the Non-Password Protected Product as a way to convey opportunities to their subscribers. This information includes but is not limited to a description of bid opportunity, electronic link to PennBid site, posting agency, and due date and time.

Prohibited Uses

Bid Lead Providers agree to all prohibited uses defined above. In addition, Bid Lead Providers are prohibited to upload or place any electronic files, either by persons or robots, onto the PennBid site.

User accounts for Bid Lead Providers

Bid Lead Providers shall register using only an email address that clearly identifies their company or business name. Bid Lead Providers agree that they will not register to gain access to Password-Protected Product information using non-company or business related email address such as, but not limited to, Yahoo or Gmail.

Distribution of Password-Protected Product Materials

Bid Lead Providers agree that if the any term outlined in Prohibited Uses is violated, they will be assessed and make prompt payment in the amount of \$500 for each bid opportunities accessed and files downloaded by all employee or representative of the Bid Lead Provider during the previous 12 months from when the violation is identified.

Participation in Bid Opportunity Activities

Bid Lead Providers agree not to ask questions via the "Questions" tab within the PennBid solicitation, or to provide bids or proposal via the "Bid" tab.

Compliance Monitoring and Enforcement

It is an express condition of this Agreement that in using the PennBid Materials: a) you and any authorized users shall fully comply with the terms of this Agreement and all applicable federal, state, foreign and local statutes and regulations, including, but not limited to, laws and regulations regarding telemarketing, email, fax marketing, customer solicitation and privacy. PennBid further reserves the right to review materials to be used by you in promotions to ensure that your use of the PennBid Materials is both appropriate and in

accordance with the permitted uses of the PennBid Materials; however, PennBid's™ failure to review any such materials shall not constitute PennBid's™ acceptance of the materials or in any other way waive any rights PennBid may have or limit any obligations you may have with regard to the use of the PennBid Materials. PennBid may also randomly monitor (through seeding and other means) your use of the PennBid Materials to ensure that your use is in accordance with the permitted uses of the PennBid Materials.

Termination of services

You may terminate your use of the website at any time to avoid future obligations to pay fees for awarded contracts. PennBid may unilaterally terminate your future use of the website for prohibited uses, non-payment, or other reasons described in this Agreement. However, termination by either party does not relieve your obligation to pay fees for awarded contracts on solicitations for which you have used the PennBid website to access information about the solicitation.

Vendor Submitted Content

This Product may include opportunities for Vendors to submit information, data, text, photographs, images, graphics, documents and other content to the Product, for it to be publicly displayed on the Product, used by PennBid in connection with researching bid opportunity information, or for some other purpose ("Submitted Content"). PennBid acknowledges that you retain any applicable ownership rights that you may have with respect to submitted information and images. However, you understand that all such Submitted Content, whether publicly posted or privately transmitted, is the sole responsibility of the originating Agency. This means that you, and not PennBid, are entirely responsible for all such content that you upload, post, e-mail or otherwise transmit to or via the Product.

With respect to all Submitted Content you elect to upload, post, e-mail or otherwise transmit to or via the Product, you grant PennBid and its affiliates and their licensees a royalty-free, perpetual, irrevocable, non-exclusive and fully sub-licensable right and license (through multiple tiers) to use, reproduce, adapt, perform, display, publish, translate, prepare derivative works from, modify, distribute, sell, and take any other action with respect to such content (in whole or part) worldwide and/or to incorporate it in other works in any form, media, or technology now known or later developed. You further acknowledge and agree that PennBid may preserve any such content and may also disclose such content in its discretion.

You represent and warrant that (a) you own or have the full right, power and authority to grant to PennBid use of and rights in and to all Submitted Content that you upload, post, e-mail or otherwise transmit to or via the Product; (b) your use of such content to PennBid hereunder does not, and the use of such content by PennBid to third parties will not, infringe any right or interest owned or possessed by any third party; and (c) there are no claims, judgments or settlements to be paid by you, or pending claims or litigation, relating to such content.

Although the Product can technically be viewed by children, we do not knowingly request personally identifiable information from them nor does the Product publish content that is intended for children. No information should be submitted to, or posted at, the Product by visitors under 18 years of age.

Links

You may provide a hyperlink to the home page of this Site, which is www.ebidexchange.com/pennbid, provided that you must remove any such link upon request from PennBid. Except as set forth in the preceding sentence, or as otherwise authorized by PennBid in writing, links to this Product or any of its Content is prohibited. The Product may include links to other sites, some of them operated by PennBid and some of them operated by third parties. Under no circumstances shall PennBid be deemed to be associated or affiliated with, or viewed as endorsing or sponsoring, any web site that links to this Site, or is linked to from this Site, or any services that may be offered through such web sites. PennBid has not necessarily reviewed any or all of the content of such other web sites, and we disclaim responsibility for the content and services available therein. Any issues or disputes that may arise with respect to any such sites shall solely be between you and the applicable third party.

Information Regarding Accuracy, Completeness and Timeliness of Information in the Product

The Product is provided for general information only and should not be relied upon or used as the basis for making significant decisions without consulting primary sources of information. Any reliance upon the Product shall be at your own risk. Neither PennBid, nor any third party involved in creating, producing or delivering the Product, is responsible if the Product is not accurate, complete or current. Neither PennBid, nor any third party involved in creating, producing or delivering the Product, has any responsibility for any consequence relating directly or indirectly to any action or inaction that you take based on the Product.

No Warranties

ALTHOUGH PENNBID MAKES EFFORTS TO PROVIDE AN ACCURATE PRODUCT, THE PRODUCT AND ALL PARTS THEREOF ARE PROVIDED "AS IS", "WITH ALL FAULTS", AND "AS AVAILABLE". PENNBID AND ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND THIRD PARTY SUPPLIERS (COLLECTIVELY, "PENNBID") DISCLAIM ANY AND ALL REPRESENTATIONS, WARRANTIES OR GUARANTEES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY.

PENNBID RESERVES THE RIGHT TO RESTRICT OR TERMINATE YOUR ACCESS TO THE PRODUCT OR ANY FEATURE OR PART THEREOF AT ANY TIME. IF YOU DOWNLOAD ANY CONTENT FROM THIS PRODUCT, YOU DO SO AT YOUR OWN DISCRETION AND RISK. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH CONTENT.

THESE DISCLAIMERS ARE INDEPENDENT OF ANY OTHER TERM IN THE SUBSCRIPTION AGREEMENT.

Limitation of Liability

YOU ACKNOWLEDGE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PENNBID PARTIES WILL NOT BE HELD LIABLE FOR ANY LOSS, COST OR DAMAGE SUFFERED OR INCURRED BY YOU OR ANY THIRD PARTY ARISING OUT OF OR RELATED TO ANY FAULTS, INTERRUPTIONS OR DELAYS IN THE PRODUCT, OUT OF ANY INACCURACIES, ERRORS OR OMISSIONS IN THE INFORMATION CONTAINED IN THE PRODUCT, REGARDLESS OF HOW SUCH FAULTS, INTERRUPTIONS, DELAYS, INACCURACIES, ERRORS OR OMISSIONS ARISE, OR FOR ANY UNAUTHORIZED USE OF THE PRODUCT. NOTWITHSTANDING ANY PROVISION CONTAINED HEREIN TO THE CONTRARY, IN NO EVENT WILL THE MAXIMUM AGGREGATE, CUMULATIVE LIABILITY OF THE PENNBID PARTIES FOR ANY AND ALL REASONS TO ANY PARTY FOR DAMAGES, DIRECT OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH THE PRODUCT, THESE TERMS OF USE, OR A SEPARATE AGREEMENT EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY PAID TO PENNBID UNDER THE RELEVANT AGREEMENTS BETWEEN THE RELEVANT PENNBID VENDOR AND PENNBID DURING THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE SUCH CLAIM AROSE, REGARDLESS OF THE CAUSE OR FORM OF ACTION. RECOVERY OF THIS AMOUNT SHALL BE THE SOLE AND EXCLUSIVE REMEDY FOR THE PENNBID SUBSCRIBER OR ANY OTHER PARTY FOR ANY APPLICABLE DAMAGES.

UNDER NO CIRCUMSTANCES WILL ANY OF THE PENNBID PARTIES BE HELD LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR ANY OTHER DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, ARISING OUT OF, BASED ON, OR RESULTING FROM, OR IN CONNECTION WITH THE PRODUCT, THESE TERMS OF USE, OR YOUR USE OR INABILITY TO USE ANY OF THE FOREGOING,

NONE OF THE PENNBID PARTIES SHALL HAVE ANY LIABILITY FOR ANY DAMAGES RESULTING FROM ANY FAILURE TO PERFORM ANY OBLIGATION HEREUNDER OR FROM ANY DELAY IN THE PERFORMANCE THEREOF DUE TO CAUSES BEYOND PENNBID'S™ CONTROL, INCLUDING, WITHOUT LIMITATION, INDUSTRIAL DISPUTES, ACTS OF GOD OR GOVERNMENT, PUBLIC ENEMY, WAR, FIRE, OTHER CASUALTY, FAILURE OF ANY LINK OR CONNECTION WHETHER BY COMPUTER OR OTHERWISE, OR FAILURE OF TECHNOLOGY OR TELECOMMUNICATIONS OR OTHER METHOD OR MEDIUM OF STORING OR TRANSMITTING THE PRODUCT.

ALL OF THESE LIMITATIONS APPLY REGARDLESS OF THE CAUSE OR FORM OF ACTION, WHETHER THE DAMAGES ARE CLAIMED UNDER THE TERMS OF A CONTRACT, TORT OR OTHERWISE, AND EVEN IF WE OR OUR REPRESENTATIVES HAVE BEEN NEGLIGENT OR HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NO ACTION ARISING OUT OF OR PERTAINING TO THIS AGREEMENT OF USE MAY BE BROUGHT MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ARISEN.

User Data

If you create any settings, fields or functions in the Product or input, add or export any data into or from the Product (collectively, the "User Data"), none of the PennBid Parties shall have any liability or responsibility for any of such User Data, including the loss, destruction or use by third parties of such User Data. It is your responsibility to make back-up copies of such User Data.

Indemnity

You agree to indemnify, defend, and hold harmless the PennBid Parties from and against any third party action, suit, claim or demand and any associated losses, expenses, damages, costs and other liabilities (including reasonable attorneys' fees), arising out of or relating to your submitted content, use or misuse of any portion of the Product, or your violation of this Agreement. You shall cooperate as fully as reasonably required in the defense of any such claim or demand. PennBid and any third party involved in creating, producing, or delivering the Product reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, at your expense, and you shall not in any event settle any such matter without the written consent of PennBid and any such third party.

Cookies and "Safe Senders"

Some areas of this Product use and require that your computer accept "cookies." Cookies are small text files that are stored on your computer to keep track of settings or data for a particular web site. Cookies make it possible and easier for you to access and use certain areas of this Product. If you have disabled cookies from within your browser, or if you are running third-party software that intercepts or deletes cookies, you may not be able to visit certain areas of the Product.

To prevent spam filters from interfering with your use of PennBid, the following must be included as "safe senders" or "white listed" Internet domains from which you agree to receive email messages: PennBid.net, ebidsystems.com, and ebidexchange.com.

Trademarks

The Product employs various trademarks and service marks of PennBid and of other third parties. All of these trademarks and service marks are the property of their respective owners. You agree not to use or display them in any manner without the prior written permission of the applicable trademark owner.

Procedure for Making Notification of Claims of Copyright Infringement

PennBid and its affiliates respect the intellectual property of others, and we ask those submitting, posting or transmitting any content to or through this Site to respect copyright law. It is the policy of PennBid to restrict and/or terminate in appropriate circumstances the ability to submit content and/or use this Product by individuals or entities that submit infringing content in violation of this Agreement. If you believe that your work has been copied and is available on this Site or our other online services in a way that constitutes copyright infringement, you may notify PennBid as follows: by mail to Legal Department (attn: General Counsel), Apex PM solutions, LLC., 386 N. Buck Rd, S2-1, Downingtown, PA. 19335.

Ownership

You acknowledge that PennBid shall retain exclusive ownership of all proprietary rights in or to the Product, including all U.S. and international intellectual property and other rights such as patents, trademarks, copyrights and trade secrets. This is a subscription agreement and not an agreement for sale. You shall have no right or interest in any portion of the Product except the right to use the Product as set forth in this agreement. You acknowledge that the Software, Database, Content, Information, Password-Protected Product, Non-Password-Protected Product, and Product constitute the valuable property and confidential copyrighted information of PennBid (collectively, the "Proprietary Information"). You agree to (a) comply with all copyright, trademark, trade secret, patent, contract and other laws necessary to protect all rights in the Proprietary Information, (b) not challenge PennBid's™ ownership of (or the validity or enforceability of their rights in and to) the Proprietary Information, and (c) not remove, conceal, obliterate or circumvent any copyright or other notice or license, use or copying technological measure included in the Product. You shall be liable for any violation of the provisions of this agreement, if applicable, the subscription agreement by your employees, Independent Contractors, affiliates and agents and for any unauthorized use of the Product by such persons.

NOTICE -- U.S. Government Rights/Commercial Technical Data and Software Unpublished, Rights Reserved Under the Copyright Laws of the United States

This Site contains commercial technical data and computer software that have been privately developed and are normally vended commercially under a license, lease, or subscription agreement restricting their use, disclosure and reproduction. In accordance with FAR 12.211, 12.212, 27.405(b)(2) and 52.227-19 and DFARS 227.7202, 227.7102 and 252.227-7015, as well as other applicable supplemental agency regulations, use, reproduction, disclosure and dissemination of this commercial technical data and computer software are governed strictly in accordance with PennBid's™ commercial agreements.

Export Restrictions

This Site is controlled and operated by PennBid from its offices within the United States. PennBid makes no representation that any portion of the Product or other material accessed through this Site is appropriate or available for use in other locations, and access to them from other countries where their contents are illegal is prohibited. Those who choose to access the Product or the Site from other locations are responsible for compliance with applicable local laws. You may not export or re-export any portion of the Product except in full compliance with all United States laws and regulations and Vendor's Agreement. In particular, no portion of the Product may be exported or re-exported into (or to a national or resident of) any country to which the United States embargoes goods, or to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Denial Orders.

Jurisdiction

PennBid is headquartered in the Commonwealth of Pennsylvania of the United States. This Agreement and your use of this Product shall be governed by the laws of the Commonwealth of Pennsylvania without regard to its conflicts of laws principles. The federal and state courts located in the Commonwealth of Pennsylvania shall be the exclusive jurisdiction for any action brought against PennBid in connection with this Agreement or use of the Product. You irrevocably consent to the jurisdiction of the federal and state courts located in the Commonwealth of Pennsylvania, and to the jurisdiction of the federal and state courts located in any State where you are located, for any action brought against you in connection with this Agreement or use of the Product. If any material in this Product, or your use of the Product, is contrary to the laws of the place where you are when you access it, or if PennBid is not licensed as required by applicable laws or regulations in such locale, the Product is not intended for you, and we ask you not to use the Product. You are responsible for informing yourself of, and complying with, the laws of your jurisdiction.

Force Majeure

The PennBid is not responsible for any delay, interruption or other failure to perform due to acts beyond the control of the responsible party, but only for so long as such conditions persist. Force majeure events include, but are not limited to: natural disasters (e.g., lightning, earthquakes, hurricanes, floods); wars, riots, terrorist activities, and civil commotions; activities of local exchange carriers, telephone carriers, Internet service providers, and other third parties; explosions and fires; embargoes, strikes, and labor disputes; governmental decrees; and any other cause beyond the reasonable control of a party.

Modifications to Product

PennBid is continuously updating and changing the Product, and reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Product (or any part thereof) with or without notice. You agree that PennBid shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Product (or any part thereof). Additionally, we reserve the right, in our complete and sole discretion, to change these terms of this agreement at any time by posting revised terms on the Product. It is your responsibility to check periodically for any changes we may make to the Product and this Agreement. Your continued use of this Product following the posting of changes to these terms or other policies means you accept the changes.

Miscellaneous

This Agreement contains the entire understanding of the parties with respect to the Product and supersedes any prior oral or written statements and documents with respect to such subject matter.

Your obligations hereunder are binding on your successors, legal representatives and assigns. In the event any portion of this Agreement not being of a fundamental nature is held to be invalid, illegal or unenforceable, such part shall be deemed severed from the Agreement without invalidating the remaining provisions of the Agreement or affecting the enforceability of such remaining provisions.

If a provision is held to be invalid, illegal or otherwise unenforceable, it shall be deemed to be replaced with an enforceable provision that retains the intent and benefits of the original provision.

No waiver by PennBid of any right under or term or provision of this Agreement will be deemed a waiver of any other right, term, or provision of the Agreement at that time or a waiver of that or any other right, term, or provision of the Agreement at any other time.

This Agreement apply to your use of the Product and not to any other areas, including, without limitation, PennBid's™ research activities.

Headings are for reference only.

All notices to PennBid pertaining to this agreement will be in writing, mailed by registered or certified mail, return receipt requested, or delivered by a well-recognized overnight U.S. or international carrier, delivered to Apex PM solutions, LLC., P.O. Box 125, Lyndell, PA. 19354.