BidPublic End User License Agreement (EULA)

Effective Date: July 1, 2025

This End User License Agreement ("Agreement" or "EULA") is a legal contract between the Ordering Activity under GSA Schedule contracts identified in the Order ("User" or "You") and BidPublic ("Licensor," "we," "us," or "our"), governing your access to and use of the BidPublic software and related services provided at www.BidPublic.com (the "Software").

1. Definitions

- **Software:** The BidPublic platform, including all related applications, content, documentation, and updates.
- **User/You:** Any individual or entity accessing or using the Software.
- **Licensor/We:** BidPublic, the owner and provider of the Software.

2. License Grant

- BidPublic grants you a limited, non-exclusive, non-transferable, non-sublicensable license to access and use the Software solely for your internal business purposes, subject to the terms of this Agreement.
- You may not use the Software for any purpose other than as expressly permitted under this EULA.

3. Restrictions

You agree not to:

- Copy, modify, adapt, translate, or create derivative works of the Software.
- Reverse engineer, decompile, disassemble, or attempt to discover the source code of the Software.
- Rent, lease, lend, sell, sublicense, distribute, or otherwise transfer the Software to any third party.
- Remove, alter, or obscure any proprietary notices or labels on the Software.
- Use the Software in any manner that violates applicable law or regulation.

4. Intellectual Property

- The Software, including all intellectual property rights, remains the sole property of BidPublic and its licensors.
- No ownership rights are transferred to you under this Agreement.
- All rights not expressly granted are reserved by BidPublic.

5. Data Collection and Privacy

- The Software may collect and process data necessary for its core functionality.
- All data collection and processing will comply with applicable privacy laws and BidPublic’s Privacy Policy attached hereto.

- You are responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account.

6. Term and Termination

- This Agreement is effective until terminated.
- When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, BidPublic shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.
- Upon termination, you must cease all use of the Software and destroy any copies in your possession.

7. Disclaimer of Warranties

- BidPublic does not warrant that the Software will meet your requirements, be error-free, or operate without interruption.

8. Limitation of Liability

- To the maximum extent permitted by law, BidPublic shall not be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of data, revenue, profits, or business, arising from your use or inability to use the Software, even if BidPublic has been advised of the possibility of such damages. The foregoing limitation of liability shall not apply to (1) personal injury or death resulting from Licensor's negligence; (2) for fraud; or (3) for any other matter for which liability cannot be excluded by law.

9. General Provisions

- **Governing Law:** This Agreement is governed by the Federal laws of the United States, without regard to its conflict of laws principles.
- **Entire Agreement:** This EULA constitutes the entire agreement between you and BidPublic regarding the Software.
- **Severability:** If any provision is found invalid, the remainder will remain in effect.
- **No Waiver:** Failure to enforce any right or provision will not constitute a waiver of such right or provision.

By executing a written order for use of the BidPublic Software, you acknowledge that you have read, understood, and agree to be bound by the terms of this End User License Agreement.

For questions or support, contact BidPublic at support@bidpublic.com.