

OPPORTUNI: BIDSTATS TERMS OF SERVICE

These BidStats Terms of Service set out the legal terms that apply to Customer's use of BidStats, whether operated by Supplier or on its behalf.

These BidStats Terms of Service do not apply to Supplier's generally available marketing website(s) (e.g. <https://opportuni.com>), nor to BidNow (except to the extent that Customer has entered into a contract to use BidNow and such contract includes the right to use BidStats, in which case these BidStats Terms of Service shall apply to Customer's use of BidStats but shall not apply to Customer's use of BidNow).

If accepting these BidStats Terms of Service on behalf of an entity, you represent that you have the authority to do so. ***If you are a Competitor, the additional terms set out in section 17 may apply.***

1. **Definitions and interpretation**

1.1 Definitions. The definitions and rules of interpretation set out in Schedule 1 shall apply to this Agreement:

1.2 The Agreement. In this Agreement:

- (a) each Order entered into by Customer and Supplier shall form part of these BidStats Terms of Service ('**Agreement**');
- (b) in the event of any conflict in respect of the provisions of this Agreement and/or the documents referred to therein the following order of priority shall prevail (in descending order of priority):
 - (i) the Order;
 - (ii) the Additional Paid-for Features Terms; and
 - (iii) the BidStats Terms of Service.
- (c) subject to the order of priority between documents in section 1.2(b), later versions of documents shall prevail over earlier ones if there is any conflict or inconsistency between them.

1.3 Customer Affiliates. If a Customer Affiliate enters into an Order:

- (a) all references to the 'Customer' in this Agreement or in the Order shall refer to Customer Affiliate;
- (b) Customer Affiliate shall be deemed to have entered into a separate agreement with Supplier under the same terms as this Agreement, which shall apply *mutatis mutandis*; and
- (c) the contract between Supplier and Customer Affiliate shall be enforceable by Supplier and Customer Affiliate only, and Supplier will have no liability towards Customer in respect of such Order.

2. **Contracting with Supplier**

2.1 Contracting entity. The Agreement is entered into between Customer and:

- (a) Opportuni, Inc if Customer is located in North America. Opportuni, Inc is a Delaware corporation with an office at 10250 Constellation Boulevard, Suite 1400, Los Angeles, CA 90067; or
- (b) Opportuni AI Limited if Customer is located outside North America. Opportuni AI Limited is a company registered in England and Wales with company number 12500430 and registered office is at 20-22 Wenlock Road, London, England, N1 7GU. The VAT number is GB354771283.

2.2 Supplier affiliates. Supplier may provide BidStats through any of its affiliates.

3. **Access to and use of BidStats**

3.1 BidStats description. BidStats allows Customers to (amongst other things):

- (a) search and find public sector contract statistics, tender award notices and live requests for tenders from official government sources;
- (b) set up keyword searches to send procurement statistics, tender award notices and request for tender details directly to Customer's user's inbox; and
- (c) receive notifications of, and access, relevant public/private tenders without the need to navigate procurement portals.

3.2 Right to access/use BidStats. Upon Order Acceptance and subject to the terms of this Agreement, Supplier grants Customer a non-exclusive, non-transferable, personal right to access and use the BidStats features described on its website from time-to-time during the term of this Agreement for the Permitted Purpose.

3.3 Master user. The individual entering into the Agreement: (i) represents and warrants that they have the authority to bind Customer; and (ii) will automatically become the 'master user'. The master user has the ability to add and/or remove sub-users from Customer's account.

3.4 Authorized Users. Customer shall ensure that only Authorized Users use BidStats and that such use is at all times in accordance with this Agreement. Authorized User accounts cannot be shared or used by more than one individual at the same time. Customer shall be liable for the acts and omissions of the Authorized Users.

3.5 Updates of BidStats. Supplier may from time-to-time provide updates to BidStats at no additional cost to Customer (excluding Additional Paid-for Features which shall incur additional fees) in order to: fix bugs or update security; improve general performance; enhance the features and functionality; or support new devices and operating systems. Supplier may, in its sole discretion, discontinue or modify the features of BidStats from time-to-time without prior notice, provided that any such modification does not materially adversely affect the use of BidStats by Authorized Users.

3.6 Searches. Supplier's searches for 'requests for tenders' are carried out every working day; if any requests for tenders are released on a weekend or public holiday, these will likely be picked up by Supplier on the next working day. Supplier makes every effort to source suitable statistics, award notices and request for tenders aligned to the preferences Customer has established. Supplier will provide Customer with external web links to statistics, award notices and requests for tenders, including those in online procurement portals, but Supplier cannot be held responsible for the content or security of any third party links or materials.

3.7 No guarantee. Whilst Supplier endeavors to source every statistic, award notice and request for tender publicly advertised, Supplier cannot guarantee that it will find everything and Supplier cannot be held accountable or responsible in any way for any statistics, award notices or request for tenders that are missed.

3.8 Appointment as agent. Customer appoints Supplier as its agent to register Customer's interest in a request for tender, and/or obtain tender information and documentation on Customer's behalf.

4. **Limitations of use of BidStats**

4.1 Prohibited use. Customer agrees that it will not use BidStats to: (i) modify, disassemble, decompile, prepare derivative works of, reverse engineer or otherwise attempt to gain unauthorized access to BidStats; (ii) use BidStats in a way that abuses, interferes with, or disrupts Supplier's networks, accounts, or BidStats; (iii) engage in activity that is illegal, fraudulent, false, or misleading, (iv) transmit through BidStats any material that may infringe the intellectual property or other rights

of third parties; (v) build or benchmark a competitive product or service, or copy any features, functions, data, processes, technology, or graphics of BidStats; (vi) use BidStats to communicate any message or material that is harassing, libelous, threatening, obscene, indecent, would violate the intellectual property rights of any party or is otherwise unlawful, that would give rise to civil liability, or that constitutes or encourages conduct that could constitute a criminal offense, under any applicable law or regulation; (vii) upload or transmit any software, content or code that does or is intended to harm, disable, destroy or adversely affect performance of BidStats in any way or which does or is intended to harm or extract information or data from other hardware, software or Supplier's networks or other users of BidStats; (viii) engage in any activity or use BidStats in any manner that could damage, disable, overburden, impair or otherwise interfere with or disrupt BidStats, or any servers or networks connected to BidStats or Supplier's security systems; or (ix) use BidStats in violation of any of Supplier's policies or in a manner that violates applicable law, including but not limited to anti-spam, export control, privacy, and anti-terrorism laws and regulations, and Customer agrees that it is solely responsible for compliance with all such laws and regulations.

4.2 **Limitations on use.** Customer may not reproduce, resell, extract, re-utilize or distribute BidStats or any reports or data generated by BidStats for any purpose unless Customer has been specifically permitted to do so under this Agreement or a separate agreement. In particular, Customer must not use any data mining, robots, spiders, or similar data gathering and extraction tools, devices, algorithm, code, process or methodology, whether automated or not, to access, acquire, copy, extract or monitor (whether once or many times) any part of BidStats, materials, content, documents or data. Customer may not offer or enable any third parties (other than its staff) to use BidStats, display on any website or otherwise publish BidStats or any content obtained from BidStats or otherwise generate income from BidStats or use BidStats for the development, production or marketing of a service or product substantially similar to BidStats. This section 4.2 should be treated as an express reservation of rights. Nothing in this section 4.2 prohibits or restricts any activity which cannot be legally prohibited or restricted.

4.3 **Third-Party links.** BidStats may contain links to third-party websites or resources (**'Third-Party Services'**). Such Third-Party Services may be subject to different terms and conditions and privacy practices. Supplier is not responsible or liable for the availability or accuracy of such Third-Party Services, or the content, products, or services available from such Third-Party Services. Links to such Third-Party Services are not an endorsement by Supplier of such Third-Party Services.

5. **Support services**

5.1 **Support services.** To the extent and in the manner specified on Supplier's website, Supplier shall provide Customer with the specified support services.

5.2 **Scheduled maintenance.** Supplier will use reasonable endeavors to notify Customer in advance of scheduled maintenance but Customer acknowledges that it may receive no advance notification for downtime caused by force majeure or for other emergency maintenance.

6. **Additional Paid-for Features**

Additional Paid-for Features. Customer may purchase Additional Paid-for Features. Upon Order Acceptance and subject to the terms of this Agreement, Supplier shall provide access to the Additional Paid-for Features in accordance with the information on Supplier's website from time-to-time, any relevant Order (including the timeframes and delivery dates), and Additional Paid-for Features Terms. Customer acknowledges that Additional Paid-for Features will incur additional fees and may be subject to Additional Paid-for Features Terms.

7. **Changes to the Agreement**

7.1 **Updates to the Agreement.** Supplier may at its absolute discretion make, and notify Customer of, updated versions of the BidStats Terms of Service, or Additional Paid-for Features Terms from time-to-time by notifying Customer of such update by e-mail (together with a copy of the update or a link

to a copy of the update) or by any other reasonable means which Supplier elects ('**Update Notification**'). The document(s) subject to such Update Notification shall replace the preceding version of the same document(s) for the purposes of this Agreement from the date 10 Business Days after Update Notification of such revised document(s) ('**Update**') (or at such later date as Supplier may specify).

7.2 New Limits. Supplier may also establish new limits on the use of BidStats ('**New Limits**'), for example the number of 'one-click download documents'.

7.3 Customer's right to terminate following an Update Notification. In the event that Customer reasonably believes that any Update or New Limits materially impacts it negatively in any manner it may by notice elect to terminate this Agreement provided it exercises such right prior to such Update taking effect pursuant to section 7.1 and notifies Supplier at the time of exercising such right of the negative impact which has caused it to exercise this right. In the event of such termination Customer shall receive a refund of any pre-paid fees.

8. **Charges and cancellation by Customer**

8.1 Access to BidStats. Supplier may provide limited access to BidStats which is free of charge, for example for personal, non-commercial or educational use. Supplier may also require Customer to create an account to continue accessing BidStats although certain functionality may still be limited.

8.2 Fees. Supplier charges the fees that are set out on its website from time-to-time, unless agreed otherwise in an Order. Unless stated to the contrary, the fees are exclusive of applicable taxes or other charges imposed by law from time-to-time, and Customer shall in addition pay such applicable taxes and other charges at the rate and in the manner prescribed by law from time-to-time.

8.3 Auto-renewal. Unless stated otherwise, or Customer cancels any subscription before the billing date, subscriptions will renew automatically. Customer authorizes Supplier to charge the subscription fee for the next renewal term to the previous payment method.

8.4 Promotional offers. Supplier may, from time-to-time, offer various promotions or offers. Unless otherwise stated, the Agreement will continue to apply to such promotion or offer. In respect of any promotion or offer, Supplier may, in its absolute discretion, end or withdraw the promotion or offer without warning.

8.5 Payment. Customer agrees that Supplier may charge to the credit card or other payment mechanism selected by Customer and approved by Supplier all amounts due and owing for BidStats, including taxes and any other fee or charge associated with Customer's use of BidStats. Customer agrees that in the event Supplier is unable to collect the fees owed to Supplier for BidStats, Supplier may take any other steps it deems necessary to collect such fees and:

- (a) Customer will indemnify Supplier for all costs and expenses incurred by Supplier in connection with such collection activity, including collection fees, court costs and attorneys' fees;
- (b) Any discount that was applied shall cease and Customer shall immediately pay the full undiscounted amount; and
- (c) Supplier may collect compound interest at 10% per month on any amounts not paid when due.

8.6 Cancellation. Customer may cancel subscription(s) at any time by going to the 'Account' page and following the instructions for cancellation. If Customer cancels, Customer will not be billed for any additional term, and access to BidStats will continue until the end of the current subscription term.

If Customer cancels, Customer will not receive a refund of amounts already paid (unless Customer cancels in accordance with section 7.3).

8.7 Changes to prices. Supplier may change subscription plans or the price of BidStats from time-to-time by providing Customer with notice; however, any price changes or changes to subscription plans will apply on renewal of the subscription term.

9. **Warranties**

9.1 Supplier warranty. Subject to this section 9, Supplier warrants that:

(a) BidStats shall operate materially in accordance with the information described on Supplier's website from time-to-time when used in accordance with this Agreement under normal use and normal circumstances; and

(b) it will provide BidStats with reasonable care and skill.

9.2 Free or trial services. Customer acknowledges that section 9.1 does not apply to free or trial services or to support services provided in connection with the same. Without prejudice to Supplier's obligations under this Agreement in respect of personal data, free or trial services and support services provided in connection with the same are provided 'as is' and without warranty to the maximum extent permitted by law.

9.3 Problems caused by third parties. BidStats may be subject to delays, interruptions, errors or other problems resulting from use of the internet or public electronic communications networks used by the parties or third parties. Customer acknowledges that such risks are inherent in cloud services and that Supplier shall have no liability for any such delays, interruptions, errors or other problems.

9.4 Remedy. If there is a breach of any warranty in section 9.1, Supplier shall use reasonable endeavors to repair or replace the impacted features within a reasonable time.

9.5 Limitation of warranties. The warranties in section 9.1 are subject to the limitations set out in section 12 and shall not apply to the extent that any error in BidStats arises as a result of (in whole or in part): incorrect operation or use of BidStats; use of any of BidStats other than for the purposes for which it is intended; any act by any third party (including hacking or the introduction of any virus or malicious code); any breach of this Agreement by Customer (or by any Authorized User).

9.6 DISCLAIMER OF WARRANTIES. SAVE AS DESCRIBED IN THIS SECTION 9, CUSTOMER UNDERSTANDS AND AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW:

(a) BIDSTATS IS PROVIDED 'AS IS' AND SUPPLIER, ITS AFFILIATES AND SUPPLIERS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE;

(b) UNLESS OTHERWISE SPECIFIED, SUPPLIER, ITS AFFILIATES AND SUPPLIERS MAKE NO WARRANTY OR REPRESENTATION REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF BIDSTATS, REGARDING THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH BIDSTATS OR THAT BIDSTATS WILL MEET ANY REQUIREMENTS, OR BE UNINTERRUPTED OR ERROR FREE. USE OF BIDSTATS IS AT CUSTOMER'S SOLE RISK;

(c) ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF BIDSTATS IS AT CUSTOMER'S OWN DISCRETION AND RISK;

(d) CUSTOMER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THE USE OF BIDSTATS. THE ENTIRE RISK ARISING OUT OF USE OR PERFORMANCE OF BIDSTATS REMAINS WITH CUSTOMER;

- (e) UNLESS OTHERWISE SPECIFIED, SUPPLIER DOES NOT GUARANTEE NOR PROMISE ANY SPECIFIC RESULTS FROM USE OF BIDSTATS.

10. **Indemnity**

Indemnity. Customer agrees to indemnify, defend and hold Supplier harmless, including its affiliates, officers, directors, employees, consultants, agents and suppliers from any and all third party claims, liability, damages and/or costs (including, but not limited to, attorneys' fees) arising from Customer's violation of the Agreement, including non-or late payment of fees, or the infringement or violation by Customer or any other user of Customer's account of any intellectual property or other right of any person or entity or applicable law.

11. **Suspension**

11.1 Suspension. The Supplier may suspend access to BidStats to all or some of the Authorized Users if:

- (a) the Supplier reasonably suspects that there has been a serious misuse of BidStats; or
- (b) the Customer fails to pay any sums due to the Supplier by the due date for payment and such amount remains unpaid within 15 Business Days after the Customer has received notification that the payment is overdue.

11.2 Suspected Misuse. Where the reason for the suspension is suspected misuse of BidStats, without prejudice to its rights under section 13, the Supplier will take steps to investigate the issue and may restore or continue to suspend access at its discretion (acting reasonably).

11.3 Restoration. In relation to suspensions under section 11.1(b), access to BidStats will be restored promptly after the Supplier receives payment in full and cleared funds.

11.4 Fees during period of suspension. Fees shall remain payable during any period of suspension notwithstanding that the Customer, or some or all of the Authorized Users may not have access to BidStats.

12. **Limitation and exclusion of liability**

12.1 LIMITATION OF LIABILITY. IN NO EVENT SHALL SUPPLIER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO SUPPLIER IN THE 12 MONTH PERIOD PRECEDING THE EVENT OR CIRCUMSTANCES GIVING RISE TO THE CLAIM.

12.2 EXCLUSION OF LIABILITY. IN NO EVENT SHALL SUPPLIER BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR:

- (a) ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE;
- (b) LOSS OF PROFIT OR REVENUE; DESTRUCTION, LOSS OF USE OR CORRUPTION OF DATA; LOSS OR CORRUPTION OF SOFTWARE OR SYSTEMS; LOSS OF CONTRACT; LOSS OF OPPORTUNITY; LOSS OF SAVINGS, DISCOUNT OR REBATE (WHETHER ACTUAL OR ANTICIPATED); AND/OR HARM TO REPUTATION OR LOSS OF GOODWILL;
- (c) ANY LIABILITY RELATED TO: THE INPUTTING OF INFORMATION BY CUSTOMER; THE BLOCKING OF ACCESS TO PORTALS OR DATA SOURCES BY THIRD PARTIES; THE

ACCURACY, QUALITY AND INTEGRITY OF DATA RETRIEVED FROM THIRD PARTY SOURCES; DELAYS, FAILURES OR LOSS OF OR DAMAGE TO DATA ARISING FROM THE TRANSFER OF DATA OVER THE INTERNET OR OTHER COMMUNICATIONS NETWORKS OR FACILITIES.

12.3 CLAIM LIMITATIONS. NO CLAIM MAY BE MADE AGAINST SUPPLIER UNLESS WRITTEN NOTICE OF SUCH CLAIM (WHETHER ACTUAL OR POTENTIAL) IS SERVED ON SUPPLIER GIVING REASONABLE DETAILS OF THE CLAIM BY NO LATER THAN THE DATE WHICH IS 1 YEAR AFTER THE DATE ON WHICH THE EVENT OR CIRCUMSTANCES GIVING RISE TO THE CLAIM FIRST AROSE.

(a) SUPPLIER SHALL NOT BE LIABLE FOR ANY CLAIM IF THE ALLEGED BREACH WHICH IS THE SUBJECT OF THE CLAIM IS CAPABLE OF REMEDY AND IS REMEDIED WITHIN 60 DAYS OF THE DATE ON WHICH THE NOTICE IN SECTION 12.3 IS RECEIVED BY SUPPLIER.

(b) THE PERIOD IN WHICH CUSTOMER CAN BRING A CLAIM AGAINST SUPPLIER SHALL BE LIMITED TO 2 YEARS FROM THE DATE ON WHICH THE EVENT OR CIRCUMSTANCES GIVING RISE TO THE CLAIM FIRST AROSE.

12.4 Additional exclusions. The limitation of liability set forth in sections 12.1 and 12.2 above shall not apply to (i) liability from Supplier's gross negligence or willful misconduct, (ii) death or bodily injury resulting from Supplier's negligent acts or omissions, or (iii) any other liability which cannot be lawfully limited or excluded.

13. **Termination**

13.1 Mutual termination rights. Either party may terminate this Agreement immediately at any time and retain any fees previously paid by giving notice in writing to the other party if:

(a) the other party commits a material breach of this Agreement and such breach is not remediable;

(b) the other party commits a material breach of this Agreement which is not remedied within 20 Business Days of receiving written notice of such breach; or

(c) the other party has failed to pay any amount due under this Agreement on the due date and such amount remains unpaid within 20 Business Days after the other party has received notification that the payment is overdue.

13.2 Free or trial services. The Supplier may terminate or suspend the provision of free or trial services (and all related support services) at any time with or without notice.

13.3 Consequences of termination. Immediately on termination or expiry of this Agreement (for any reason), the rights granted by the Supplier under this Agreement shall terminate. Termination or expiry of this Agreement shall not affect any accrued rights and liabilities of either party at any time up to the date of termination or expiry and shall not affect any provision of this Agreement that is expressly or by implication intended to continue beyond termination.

14. **Intellectual property rights**

14.1 Supplier ownership. Supplier is the owner or the licensee of all intellectual property rights in BidStats. Supplier or its licensors own all intellectual property rights in any data created by or on behalf of Supplier. All such rights are reserved.

14.2 Information Customer provides. All intellectual property rights in information Customer provides to Supplier shall remain owned by Customer or the relevant third party owner. By agreeing to this Agreement, Customer grants Supplier a royalty-free, non-transferable, non-exclusive license to use, copy or otherwise utilize the information to the extent necessary or desirable to perform or provide

BidStats and to improve Supplier's products and services (including training artificial intelligence and machine learning technologies, improving BidStats, operations and systems, and/or combining data with other data sets). Any intellectual property rights in data, analysis and improvements derived from Supplier's use of information Customer provides shall be owned by Supplier.

- 14.3 Feedback. Customer grants to Supplier a royalty-free, irrevocable, perpetual and non-exclusive license to use, copy or otherwise utilize any feedback or content Customer sends to Supplier to the extent necessary to perform or provide BidStats and to improve Supplier's products and services (including training artificial intelligence and machine learning technologies, improving BidStats, operations and systems, and/or combining data with other data sets).
- 14.4 Legal notices. Nothing in this Agreement grants Customer any legal rights in BidStats other than as necessary for Customer to access it, except as otherwise expressly stated in this Agreement. Customer agrees not to adjust, try to circumvent or delete any notices contained on the website (including any intellectual property notices) and in particular, in any digital rights or other security technology embedded or contained within BidStats.
- 14.5 Open Government License. Content accessed via BidStats may include information obtained under the UK Open Government License, a copy of which can be accessed at <https://www.nationalarchives.gov.uk/doc/open-government-licence/version/3/>.

15. **Confidentiality and security of Customer Data**

- 15.1 Customer Data. The Supplier shall maintain the confidentiality of the Customer Data and shall not without the prior written consent of the Customer or in accordance with this Agreement, disclose or copy the Customer Data other than as necessary for providing BidStats or its express rights and obligations under this Agreement.
- 15.2 Supplier responsibilities. The Supplier undertakes to disclose the Customer Data only to those of its officers, employees, agents, contractors and direct and indirect sub-contractors to whom, and to the extent to which, such disclosure is necessary for the purposes contemplated under this Agreement or as otherwise reasonably necessary for the provision or receipt of BidStats.
- 15.3 Exclusions. The provisions of this section 15 shall not apply to information which:
- (a) is or comes into the public domain through no fault of the Supplier, its officers, employees, agents or contractors;
 - (b) is lawfully received by the Supplier from a third party free of any obligation of confidence at the time of its disclosure;
 - (c) is independently developed by the Supplier (or any of its affiliates or any person acting on its or their behalf), without access to or use of such information; or
 - (d) is required by law, by court or governmental or regulatory order to be disclosed.
- 15.4 Survival. This section 15 shall survive the termination or expiry of this Agreement for a period of 10 years.

16. **Supplier's Confidential Information**

- 16.1 Supplier's Confidential Information. The Customer shall maintain the confidentiality of the Supplier's Confidential Information and shall not without the prior written consent of the Supplier, disclose,

copy or modify the Supplier's Confidential Information (or permit others to do so) other than as necessary for the performance of its express rights and obligations under this Agreement.

16.2 Customer responsibilities. The Customer undertakes to:

- (a) disclose the Supplier's Confidential Information only to those of its officers, employees, agents and contractors to whom, and to the extent to which, such disclosure is necessary for the purposes contemplated under this Agreement;
- (b) procure that such persons are made aware of and agree in writing to observe the obligations in this section 16; and
- (c) be responsible for the acts and omissions of those third parties referred to in this section 16.2 as if they were the Customer's own acts or omissions.

16.3 Unauthorized disclosure. The Customer shall give notice to the Supplier of any unauthorized use, disclosure, theft or loss of the Supplier's Confidential Information immediately upon becoming aware of the same.

16.4 Exclusions. The provisions of this section 16 shall not apply to information which:

- (a) is or comes into the public domain through no fault of the Customer, its officers, employees, agents or contractors;
- (b) is lawfully received by the Customer from a third party free of any obligation of confidence at the time of its disclosure;
- (c) is independently developed by the Customer, without access to or use of such information; or
- (d) is required by law, by court or governmental or regulatory order to be disclosed provided that the Customer, where possible, notifies the Supplier at the earliest opportunity before making any disclosure.

16.5 Survival. This section 16 shall survive the termination or expiry of this Agreement for a period of 10 years.

17. **Competitors**

Competitors. If Customer is a Competitor, Supplier may (in its sole and absolute discretion):

- (a) Terminate access to BidStats;
- (b) Allow Customer to use BidStats but only subject to the following provisions:
 - (i) the subscription period shall be for 12 months (auto-renewing), payable in advance in accordance with the terms set out on Supplier's invoice;
 - (ii) Customer shall pay an additional fee of £5,000 (or equivalent) per month (any promotions and free-trial offers to other users shall not apply); and
 - (iii) Customer hereby grants Supplier a royalty-free, transferable, non-exclusive, irrevocable and perpetual license to use any intellectual property rights (including source code), materials or documentation which are (i) created (in full or in part) as a result of accessing BidStats, and provide Supplier (on request), with full disclosure of any information or documentation which would enable Supplier to make full use of such intellectual property rights, materials and/or documentation, and (ii) available on Customer's website and/or by using Customer's services.

18. **General**

- 18.1 Export restrictions. Customer shall comply (and shall ensure all Authorized Users comply) with all applicable laws, rules, and regulations governing export that apply to BidStats, and shall not export or re-export, directly or indirectly, separately or as a part of a system, BidStats to, or access or use BidStats in, any country or territory for which an export licence or other approval is required under the laws of the United Kingdom, the United States, the European Union or any of its member states, without first obtaining such licence or other approval. Customer shall be solely responsible for ensuring its access, importation and use of BidStats complies with all export and other laws.
- 18.2 Use of Customer name. The Customer hereby grants the Supplier a limited, revocable, non-exclusive, non-transferable, worldwide and royalty-free license to use the Customer's name and trade mark in order to refer to the supply by the Supplier of BidStats on the Supplier's website.
- 18.3 Assignment and other dealings. Supplier may at any time transfer (by way of assignment or novation) the Agreement to any of its group companies upon written notification or general notice on its website (and Customer consents to any such transfer). Supplier may also assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of Supplier's rights (including the right to receive payment) and obligations under the Agreement.
- 18.4 Severability. Each of the sections and paragraphs of this Agreement operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining sections and paragraphs will remain in full force and effect.
- 18.5 Waiver. If Customer breaches this Agreement and Supplier takes no action, or if Supplier delays in taking action, that does not mean that Supplier has waived its rights and shall be entitled to exercise its rights and remedies. If Supplier does waive a breach by Customer, Supplier will only do so in writing (signed by one of Supplier's Directors), and that shall not mean that Supplier will automatically waive any later breach by Customer.
- 18.6 Events outside of Supplier's control. Supplier shall not be liable or responsible for any failure to perform, or delay in performance of, any of its obligations to Customer if such failure or delay is caused by an event outside of Supplier's control. An event outside of Supplier's control means any act or event beyond Supplier's reasonable control such as the actions of bid writers or third party suppliers, act(s) of God, wars, terrorist attacks, embargos, riots, strikes, lock-outs, trade disputes, fires, floods, earthquakes or other natural disasters, break-down, inclement weather, interruption of transport, pandemics, epidemics, Government action or failure of public or private telecommunications or transport networks. If such an event takes place and it affects the performance of obligations: (i) Supplier will contact Customer as soon as reasonably possible to notify Customer; and (ii) Supplier's obligations will be suspended for the duration of the event.
- 18.7 Complaints. Supplier operates a complaints handling procedure that will be used to try to resolve disputes when they first arise, please let us know if you have any complaints or comments. Please see the Contact page for details of how to get in touch with us.
- 18.8 Governing law and jurisdiction. Anything related to Customer's use of BidStats or the Agreement is governed by the laws of:
- (a) the State of Massachusetts without giving effect to any choice or conflict of law provision or rule (whether of the State of Massachusetts or any other jurisdiction), if Customer contracts with Opportuni, Inc. In the event of any dispute, claim, question, or disagreement arising from or relating to the Agreement or the breach thereof, the parties shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of 10 Business Days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration administered by the American Arbitration Association in accordance with the provisions of its

Commercial Arbitration Rules. The number of arbitrators shall be three. The place of arbitration shall be London, UK. The arbitrators shall award to the prevailing party, if any, as determined by the arbitrators, its reasonable costs and expenses, including attorneys' fees. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction; or

- (b) England and Wales, if Customer contracts with Opportuni AI Limited, and, to the fullest extent permitted by law, the courts of England and Wales shall have the exclusive jurisdiction over any dispute or claim relating to the Agreement. In the event of any dispute, claim, question, or disagreement arising from or relating to the Agreement or the breach thereof, the parties shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

18.9 Entire agreement. The Agreement constitute the entire agreement between Customer and Supplier and they supersede any and all earlier agreements between Customer and Supplier.

Schedule 1
Definitions and interpretation

1. In this Agreement:

'Additional Paid-for Features'	the additional features specified on the Supplier's website from time-to-time or a relevant Order;
'Additional Paid-for Features Terms'	in respect of each Additional Paid-for Feature, any specific additional or amended terms that are relevant to that Additional Paid-for Feature (as Updated from time-to-time) and made available to the Customer;
'Agreement'	has the meaning given to it in section 1.2(a);
'Authorized User'	the users authorized by the Customer to use BidStats in accordance with the terms of this Agreement;
'BidNow'	the BidNow services described on Supplier's website;
'BidStats'	the BidStats services described on Supplier's website;
'BidStats Terms of Service'	these terms of service;
'Business Day'	(a) where Customer has contracted with Opportuni, Inc, any day other than (i) Saturday or Sunday, or (ii) a day on which banking institutions in the State of Massachusetts, USA are authorized or required by law to remain closed; or (b) where Customer has contracted with Opportuni AI Ltd, any day other than (i) Saturday or Sunday, or (ii) a day on which banking institutions in London, UK are required by law to remain closed;
'Competitor'	a person or business offering similar goods or services to Supplier;
'Customer'	the business customer that contracts with Supplier to use BidStats;
'Customer Affiliate'	in relation to the Customer, any entity that directly or indirectly controls, is controlled by, or is under common control with Customer;
'Customer Data'	all data (in any form) that is provided to the Supplier by the Customer or by any Authorized User (but excluding feedback, content and suggestions provided by the Customer to the Supplier);
'New Limits'	has the meaning given in section 7.2;
'Order Acceptance'	the effective date of the relevant Order;
'Order'	each order for BidStats as agreed with Supplier;
'Permitted Purpose'	use solely to obtain tender information and documentation for Customer's own internal business purposes;
'Supplier'	the entity that Customer has contracted with in accordance with section 2;
'Supplier's Confidential Information'	all information (whether in oral, written or electronic form) relating to the Supplier's business which may reasonably be considered to be confidential in nature including information relating to the Supplier's technology, know-how, intellectual property rights, assets, finances, strategy, products and customers. All information relating to pricing

and any other technical or operational specifications or data relating to BidStats (including any Additional Paid-for Feature) shall be part of the Supplier's Confidential Information;

'Third-Party Services' has the meaning given in section 4.3;

'Update' has the meaning given in section 7.1, and 'Updated' shall be construed accordingly;

'Update Notification' has the meaning given in section 7.1.

2. In this Agreement, unless otherwise stated:

- (a) section, paragraph, schedule or other headings in this Agreement are included for convenience only and shall have no effect on interpretation;
- (b) the Supplier and the Customer are together the 'parties' and each a 'party', and a reference to a 'party' includes that party's successors and permitted assigns;
- (c) words in the singular include the plural and vice versa;
- (d) any words that follow **'include'**, **'includes'**, **'including'**, **'in particular'** or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;
- (e) a reference to **'writing'** or **'written'** includes any method of reproducing words in a legible and non-transitory form (including email);
- (f) a reference to specific legislation is a reference to that legislation as amended, extended, re-enacted or consolidated from time-to-time and a reference to legislation includes all subordinate legislation made as at the date of this Agreement under that legislation; and
- (g) a reference to any English action, remedy, method of judicial proceeding, court, official, legal document, legal status, legal doctrine, legal concept or thing shall, in respect of any jurisdiction other than England, be deemed to include a reference to that which most nearly approximates to the English equivalent in that jurisdiction.