

Theorem LTS Bids Terms of Use

Effective Date: February 5, 2024

THIS TERMS OF USE AGREEMENT (the “Agreement”) is entered into between Theorem LTS, a Delaware corporation with its principal place of business located at 70 New Hackensack Rd, Wappingers Falls, NY 12590 (“Theorem LTS”), and the entity named in the applicable Theorem LTS Account (“Client”), and is effective as of the earlier of the date Client’s authorized representative agrees to the Agreement or the date Client first accesses or uses Theorem LTS’s Bids (defined in Section 1.1 below) platform (the “Effective Date”). By clicking on the “I Accept” button, creating an Account, accessing or using Bids in any manner, Client hereby agrees to be bound by this Agreement. If Client does not agree to be bound by this Agreement, Client shall not and shall not have any right to access or use Bids. The individual clicking “I Accept” represents that they have the legal authority to bind the Client to this Agreement. Theorem LTS and Client are each a “Party” and collectively the “Parties.” The Parties hereby agree as follows:

1. SERVICES

1.1 Bids Platform. Subject to the terms and conditions of this Agreement, Theorem LTS shall provide Client with access to Theorem LTS’s Bids software-as-a-service platform (“Bids”) that allows Client’s authorized employees, contractors, and representatives (“Users”) to access certain features and functionality related to the introduction of service providers and customers via the submission and acceptance of requests and offers for software services. Through Bids, Client may (i) submit requests for proposals in search of software services and accept or deny offers from providers of such services, and (ii) submit offers to provide software services for certain prices to other Bids clients in response to such clients’ requests. Client acknowledges and agrees that all offers submitted through Bids are for introductory purposes and not binding.

1.2 Bids Use and Modifications. Subject to the terms and conditions of this Agreement, Theorem LTS grants Client and its Users a limited, revocable, non-exclusive, non-transferable right to access and use Bids during the Term in accordance with the terms of this Agreement for its internal business purposes. Theorem LTS reserves the right to modify Bids at any time.

1.3 Bids Restrictions; Monitoring. Client shall (a) be responsible for its Users’ compliance with this Agreement; (b) use commercially reasonable efforts to prevent unauthorized access to or use of Bids, and notify Theorem LTS promptly of any such unauthorized access or use; and (c) use Bids only in accordance with the documentation made available by Theorem LTS (as subject to change from time to time) and applicable laws and government regulations. Additionally, Client shall not: (i) make Bids available to anyone other than Users; (ii) sell, resell, rent, or lease Bids; (iii) use Bids to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights; (iv) use Bids to store or transmit viruses or malicious code; (v) interfere with or disrupt the integrity or performance of Bids; (vi) attempt to gain unauthorized access to Bids or any related systems, software, or networks; (vii) decompile, decrypt, reverse engineer, disassemble, or otherwise reduce Bids to human-readable form or attempt to access the source code of Bids; or (viii) use or view Bids to

create a product or service that is competitive with Bids (the preceding (i) – (viii) collectively the “Restrictions”). Theorem LTS shall have the right (but not the obligation) to monitor Client’s and Users’ use of Bids to confirm Users’ compliance with the terms of this Agreement, it being understood that such monitoring shall not require any additional information or efforts by Client and shall not interfere with Client’s use of Bids.

1.4 Ownership. Theorem LTS owns all right, title, and interest in and to Bids and all software, tools, services, materials, specifications, ideas, concepts, inventions, processes, techniques, know-how, deliverables, and work product used or developed by Theorem LTS in connection with its provision of Bids. In the event Client provides Theorem LTS with any feedback or suggestions related to Bids (“Feedback”), Client grants Theorem LTS a royalty-free, fully-paid-up, perpetual, irrevocable right and license to use Feedback for any lawful purposes, including, without limitation, incorporating Feedback into Bids or Theorem LTS’s other offerings. Any Feedback is provided “as is” and shall not identify Client. No rights are granted to Client hereunder other than as expressly set forth herein.

1.5 Client Responsibilities. Client shall (a) designate at least one (1) employee with knowledge of Client’s business as its primary contact to utilize Bids for and on behalf of Client and (b) provide Bids with accurate and complete information and timely decisions and approvals upon which the Bids system and Theorem LTS will be entitled to rely.

2. ACCOUNT

2.1 Registration. In order to access Bids, Client will be required to register an account on Theorem LTS’s website (the “Account”). In registering an Account, Client shall (i) provide true, accurate, current, and complete information as prompted by the registration form (the “Registration Data”), and (ii) maintain and promptly update the Registration Data to keep it true, accurate, current, and complete. If Client provides any information that is untrue, inaccurate, incomplete, or not current, or Theorem LTS has reasonable grounds to suspect that any information provided by Client or its Users is untrue, inaccurate, incomplete, or not current, Theorem LTS has the right to suspend or terminate the Account and refuse any and all current or future use of Bids (or any portion thereof). Client agrees not to create an Account using a false identity or information, or on behalf of any third party.

2.2 Accounts. Theorem LTS reserves the right to remove or reclaim any Account or User usernames at any time and for any reason, including but not limited to claims by a third party that any username violates such third party’s rights. Client agrees not to create an Account or use Bids if Client has previously been removed by Theorem LTS or banned from Bids or any other Theorem LTS platforms, products, or services.

3. FEES; TAXES

3.1 Free Service. Bids is currently offered as a free service. However, Theorem LTS retains the right to charge Fees for Bids or any features or components thereof at a later date by providing at least thirty (30) days’ advanced written notice to Client.

3.2 Fees. Client shall pay Theorem LTS any applicable fees for Bids in accordance with Theorem LTS's then current payment terms ("Fees"). If paying by credit card or other valid payment method accepted by Theorem LTS ("Payment Account"), Client hereby authorizes Theorem LTS and its third-party payment processing service provider ("Payment Processor") to charge the Payment Account for the applicable Fees upon the applicable due date as set forth in Theorem LTS's then current payment terms. Client authorizes Theorem LTS to provide the Payment Processor with Client's payment and Payment Account information.

3.3 Payments. Any Fees for Bids will be quoted and payable in United States dollars, payment obligations are non-cancelable, and all Fees are nonrefundable in all respects except as otherwise provided for in this Agreement.

3.4 Fee Disputes. In the event any Fees are subject to a good faith dispute by Client, Client shall notify Theorem LTS in writing within ten (10) days after the payment due date and shall continue payment of all undisputed Fees pending the outcome of the dispute resolution. In the event that Theorem LTS is unable to charge Client's Payment Account or does not receive payment within ten (10) days after the applicable due date, Theorem LTS reserves the right to suspend the Services until payment is received.

3.5 Taxes. The Fees exclude and Client will be solely responsible for all sales, use, excise, withholding, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental entity in connection with the provision of Bids (excluding taxes based solely on Theorem LTS's income). In the event Client is subject to withholding taxes, Client shall gross up its payment to Theorem LTS such that Theorem LTS receives the full amount listed in the applicable invoice.

4. REPRESENTATIONS AND WARRANTIES

4.1 Mutual Representations and Warranties. Each Party represents and warrants that: (a) it is an entity in good standing in the jurisdiction in which it is registered; (b) it has full right, power, and authority to enter into this Agreement and to bind itself to the terms and conditions herein and that it is not a party to any other agreement that conflicts with its ability to enter into this Agreement; and (c) it will comply with all applicable federal, state, and local laws and regulations in respect to its performance of its obligations hereunder.

4.2 Client Representations and Warranties. Client further represents and warrants that it is solely responsible for obtaining and maintaining any consents, approvals, rights, and licenses necessary for Theorem LTS to use as permitted hereunder the Bids Data.

4.3 WARRANTY DISCLAIMER. EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS SECTION 4, BIDS AND ALL OTHER SERVICES PROVIDED BY THEOREM LTS UNDER THIS AGREEMENT ARE PROVIDED "AS IS" AND TO THE EXTENT LEGALLY PERMISSIBLE, THEOREM LTS EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND WHATSOEVER, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, ORAL OR WRITTEN, INCLUDING THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR

PURPOSE, OR THAT BIDS WILL BE TIMELY, UNINTERRUPTED, OR ERROR-FREE. FURTHER, THEOREM LTS MAKES NO WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF BIDS OR ANY OTHER SUCH SERVICES.

5. TERM AND TERMINATION

5.1 Term. The term of this Agreement will commence on the Effective Date and continue in full force and effect until terminated in accordance with this Section 5 (the “Term”).

5.2 Termination. Either Party may terminate this Agreement at any time and for any reason by providing the other Party with at least five (5) days’ written notice. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, THEOREM LTS MAY LIMIT, SUSPEND, OR TERMINATE YOUR ABILITY TO PARTICIPATE IN BIDS AND MAY CHANGE, SUSPEND, OR CANCEL ANY PORTION OR FEATURE OF BIDS, EACH IN ITS SOLE AND ABSOLUTE DISCRETION AT ANY TIME WITH OR WITHOUT PRIOR NOTICE TO YOU.

5.3 Effect of Termination. Upon termination of this Agreement for any reason: a. Client shall promptly pay to Theorem LTS any outstanding amounts due; b. all rights granted by Theorem LTS hereunder shall cease, and Client shall immediately cease all use of Bids; and c. Sections 1.3, 1.4, 3, 4, 5.3, and 6 through 10 will survive the termination or expiration of this Agreement.

6. CLIENT INFORMATION

6.1 Bids Data. All data and information that Client uploads, provides, or otherwise makes available to Bids or to Theorem LTS, or that Theorem LTS learns or collects in connection with its provision of Bids, in each case that relates to (i) Client’s internal technology stack, changes Client is considering making to its technology stack, Client’s current or prior technology suppliers, and any suppliers Client is considering engaging, (ii) Client’s products, services, and offerings, and (iii) Client’s current and prospective technology contracts, including technology products and services Client has already purchased or sold and that Client is considering purchasing, selling, or offering for sale, and all associated pricing, discounts, purchasing or sales tactics and processes, contractual terms, and related information, whether or not provided to Theorem LTS directly through Bids or through communications with Theorem LTS’s personnel (collectively “Bids Data”), is, as between the Parties, owned by Client.

6.2 Theorem LTS’s Use of Bids Data. Client acknowledges and agrees that Theorem LTS’s access to and use of Bids Data and similar content from Theorem LTS’s other clients is an integral and necessary part of Theorem LTS’s production and provision of Bids and Theorem LTS’s other offerings to Client and similar services to Theorem LTS’s other clients. Therefore, Client hereby grants to Theorem LTS a non-exclusive, perpetual, irrevocable, fully paid-up, royalty-free, transferable, and sublicensable right and license to access, reproduce, create derivative works from, distribute, and use the Bids Data for all lawful purposes, including distribution and disclosure to Theorem LTS’s clients, customers, service providers, and business partners, providing Bids to Client and providing similar services to Theorem LTS’s other clients, and improving and developing Bids and Theorem LTS’s services generally.

7. CONFIDENTIALITY

7.1 Confidential Information. From time to time during the Term, Theorem LTS may disclose or make available to Client certain non-public information, including with respect to Theorem LTS's business affairs, confidential intellectual property, products, services, research, developments, designs, financial or pricing information, customers, or the terms of this Agreement, whether orally or in written, electronic, or other form or media, in each case that is marked confidential or should otherwise reasonably be understood to be confidential in light of the nature of the information and circumstances of its disclosure (collectively "Confidential Information"). Confidential Information shall not include information that at the time of disclosure and as established by documentary evidence by Client: (a) is or becomes generally available to and known by the public other than as a result of directly or indirectly any breach of this Section by Client or any of its employees, contractors, or agents; (b) is or becomes available to Client on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (c) was known by or in the possession of Client or its employees, contractors, or agents before being disclosed by or on behalf of Theorem LTS; or (d) was or is independently developed by Client without reference to or use in whole or in part of any of Theorem LTS's Confidential Information. Bids shall at all times be deemed the Confidential Information of Theorem LTS.

7.2 Obligations. Client shall: (i) protect and safeguard the confidentiality of Theorem LTS's Confidential Information with at least the same degree of care as Client would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (ii) not use Theorem LTS's Confidential Information or permit it to be accessed or used for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (iii) not disclose any such Confidential Information to any person or entity, except to Client's employees, contractors, and agents who need to know the Confidential Information to assist Client, or act on its behalf, to exercise its rights or perform its obligations under this Agreement. Client shall be responsible for any breach of this Section caused by any of its employees, contractors, or agents. At any time during or within thirty (30) days after the Term and at Theorem LTS's written request, Client will promptly return to Theorem LTS all copies, whether in written, electronic, or other form or media, of Theorem LTS's Confidential Information or, at Client's election, destroy all such copies and confirm in writing to Theorem LTS that such Confidential Information has been destroyed; provided, however, Client may retain Confidential Information in accordance with its standard backup or record retention policies or as required by law.

7.3 Injunctive Relief. In addition to all other remedies available at law, Theorem LTS may seek equitable relief (including injunctive relief) against Client to prevent the breach or threatened breach of this Section and to secure its enforcement. In the event Client is required to disclose Theorem LTS's Confidential Information under applicable federal, state, or local law, regulation, or a valid order issued by a court or governmental agency of competent jurisdiction, then Client may disclose such Confidential Information so long as Client (to the extent not legally prohibited) gives reasonable advance notice to Theorem LTS in advance of such disclosure, seeks confidential treatment of such information from the entity to which the disclosure is made, and discloses only that information which is legally required to be disclosed.

8. INDEMNIFICATION. Client shall defend and hold harmless Theorem LTS and its affiliates and the respective officers, directors, employees, and agents of the foregoing entities (the "Theorem LTS Indemnified Parties") from and against any third-party action, claim, suit, demand, cause of action, or proceeding (each a "Claim") brought against the Theorem LTS Indemnified Parties to the extent the Claim is based upon (a) Client's use of Bids in violation of the Restrictions in Section 1.3 of this Agreement; (b) an allegation that any Bids Data infringes, misappropriates, or otherwise violates the rights, including intellectual property rights, of any third party, or violates the terms of any agreement between Client and any third party; or (c) Client's alleged gross negligence or willful misconduct. Client shall indemnify the Theorem LTS Indemnified Parties against all reasonable outside attorney's fees incurred by and damages finally awarded or settled against the Theorem LTS Indemnified Parties in such Claim.
9. LIMITATION OF LIABILITY.

9.1 IN NO EVENT SHALL THEOREM LTS, ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS HAVE ANY LIABILITY TO CLIENT OR ANY OTHER PARTY IN CONNECTION WITH THIS AGREEMENT FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, HOWEVER CAUSED, WHETHER IN CONTRACT, TORT, OR UNDER ANY OTHER THEORY OF LIABILITY AND WHETHER OR NOT THEOREM LTS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

9.2 IN NO EVENT SHALL THEOREM LTS'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT, OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED IN THE AGGREGATE \$500. THE EXISTENCE OF MULTIPLE CLAIMS WILL NOT ENLARGE THIS LIMIT.

9.3 Basis of the Bargain. The Parties agree that the limitations of liability set forth in this Section 9 shall survive and continue in full force and effect despite any failure of consideration or of an exclusive remedy. Client acknowledges that Theorem LTS has entered into the Agreement in reliance upon such limitations of liability and that all such limitations form an essential basis of the bargain between the Parties.

10. GENERAL PROVISIONS.

10.1 Assignment. This Agreement may not be assigned by either Party without the prior written consent of the other Party, such consent not to be unreasonably withheld, conditioned, or delayed; provided, however, that either Party may assign this Agreement to an affiliate or in connection with the reorganization or merger or sale of all or substantially all of its assets and/or stock. Any attempted assignment or delegation in violation of this section will be null and void ab initio.

10.2 Notices. Any notice required or permitted hereunder shall be in writing and will be deemed to have been duly given if delivered by email: (i) in the case of Client receiving notice to the

email address provided in Client's Account at the time such notice is dispatched; and (ii) in the case of Theorem LTS receiving notice to support@theoremlegal.com. Client is responsible for providing Theorem LTS with a valid and current email address in Client's Account. In the event that the email address provided via the Account is not valid or for any reason is not capable of delivering to Client any notices required by this Agreement, Theorem LTS's dispatch of the email containing such notice will nonetheless constitute effective notice.

10.3 Publicity. Theorem LTS may use Client's name in its customer lists and disclose that Client is a client of Theorem LTS. Any other uses of Client's name or logo require Client's prior written consent (e-mail sufficient) in each instance.

10.4 Governing Law and Venue. a. If Client is located in the U.S., Canada, and Mexico: This Agreement is governed by and construed under the laws of the State of Delaware, without regard to its conflict of laws principles. Any claim, suit, controversy, or cause of action arising under or relating to this Agreement shall be brought in the state or federal courts located in New Castle County, Delaware, and the Parties agree to the exclusive personal jurisdiction of such courts. The Parties unconditionally and irrevocably waive any right to trial by jury in any action, suit, or proceeding arising out of or relating to this Agreement. b. If Client is located outside of the U.S., Canada, and Mexico: This Agreement is governed by and construed under the laws of England and Wales, without regard to its conflict of laws principles. Any claim, suit, controversy, or cause of action arising under or relating to this Agreement shall be brought in the courts located in London, England.

10.5 Miscellaneous. No failure to exercise and no delay in exercising, on the part of either Party, any privilege, any power, or any rights hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right hereunder preclude further exercise of any other right hereunder. Neither Party will be liable to the other for any failure or delay in the performance of such Party's non-monetary obligations due to causes beyond its control, such as failure or delay caused directly or indirectly by fire, flood, earthquakes, other elements of nature, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, epidemics, communications line or power failures, or governmental laws, court orders, and regulations imposed after the fact. If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. Any waivers hereunder or amendments to this Agreement shall be effective only if made in writing and signed by a representative of each Party authorized to bind such Party. This Agreement constitutes the entire agreement between the Parties relating to this subject matter hereof and supersedes all prior or contemporaneous agreements concerning such subject matter (whether written or oral). The relationship between the Parties is that of an independent contractor, and nothing in this Agreement is intended to or shall be construed to create a partnership, agency, joint venture, employment, or similar relationship. For purposes of this Agreement, the word "including" and correlative terms means inclusion without limitation.