

Epylon Merchant Agreement

August 10, 2026

Welcome to the Epylon Corporation website located at www.epylon.com and other sites owned, operated or managed by Epylon and its affiliates (together, the "Epylon Sites"), owned and produced by Epylon Corporation and its subsidiary and affiliate entities, successors and assigns (collectively referred to as "Epylon"). Epylon offers an Internet based and offline commerce and information exchange (collectively, the "Epylon Services") for the education and institutional industries and private sector buyers ("Buyers") and their vendors and suppliers ("Suppliers"), which are accessible through the Epylon Sites. Epylon makes available the Epylon Services subject to these General Terms and Conditions ("Terms and Conditions"). In addition, if you are either a Buyer or Supplier, there are separate registration procedures and separate terms and conditions, integration agreements, merchant agreements, or similar legal agreements that you may be required to accept. When you are visiting the Epylon Sites or using the Epylon Services without a separate legal agreement, the Terms and Conditions set forth here will apply. From time to time, Epylon also may supplement the Terms and Conditions with posted guidelines or rules applicable to specific areas of the Epylon Sites.

Because these Terms and Conditions contain legal obligations, please read them carefully. If you have any questions, please contact us via email to service@epylon.com and via first class mail to:

Epylon Corporation
630 San Ramon Valley Blvd. #210
Danville, CA 94526
Fax No.: (925) 407-1021
Attention: General Counsel

- 1. Accepting these Terms and Conditions.** By visiting the Epylon Sites or using the Epylon Services, you ("You" or "Your") agree, without limitation or qualification, to be bound by, and to comply with, these Terms and Conditions and any other posted guidelines or rules applicable to the Epylon Sites and Epylon Services. All such guidelines and rules are hereby incorporated by reference into the Terms and Conditions. **This Agreement represents the entire agreement between the parties with respect to the Epylon Services, unless You have entered into a separate agreement with Epylon or are required by Epylon to enter into a separate agreement in the future. If You have entered into a separate agreement with Epylon, the terms and conditions in that agreement shall apply to Your use of the Epylon Sites and the**

Epylon Services. Additionally, Epylon reserves the right to require You to enter into a superseding online or written agreement.

- 2 Who Can Join.** The Epylon Services are only available to those individuals, business entities, education, government or institutions that can form legally binding contracts under applicable law. In registering for the Epylon Services, You represent and warrant (a) You are older than eighteen years of age; (b) You have the full corporate right, power and authority to enter into this Agreement and to perform the acts required of it hereunder on behalf of your organization. Further, the Epylon Services are not available to suspended Epylon members. If You do not meet these requirements, please do not attempt to access or use our Services. Epylon reserves the right to restrict access to the Epylon Services to anyone who violates, at Epylon's sole determination, any term, condition or promise contained in this Agreement.
- 3 Epylon is Only a Venue.** Epylon is a communications medium by which Buyers interested in receiving quotes for products or services and making purchases from a catalog of product information can identify and be connected to and receive responses from Suppliers. Supplier, and not Epylon, shall be responsible for all aspects of sales fulfillment generated from orders for Supplier's services and/or products ("Products") through the Epylon Sites, including, without limitation, processing payments, shipping orders, providing order status information to Epylon (such as confirmation and shipping status), ordering and stocking inventory, processing exceptions and returns, refunds and credits, and insuring shipments (if customary in Supplier's ordinary course of business). The fulfillment and delivery of purchased Products will occur in a time frame consistent with the fulfillment and delivery of confirmed orders placed by other current means (e.g., other e-commerce enabled transactions, facsimile or telephone). Epylon shall take no part in, and have no responsibility or liability for, the actual fulfillment of sales transactions and Supplier and Buyer shall indemnify and hold Epylon harmless from and against any and all liabilities, claims, damages, costs and expenses arising from Supplier's fulfillment or failure to fulfill orders placed through Epylon Sites or Buyer's purchase, or attempted purchase of Products.

- 4. Registration.** Certain of the Epylon Services will require the user to register and provide certain data. In consideration of use of the Epylon Services, in registering and providing such data to Epylon, You are present and warrant that: (a) the information about yourself is true, accurate, current, and complete as required by various Epylon registration forms ("Registration Data"); and (b) You will maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If You provide any information that is untrue, inaccurate, not current or incomplete, or Epylon has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Epylon has the right to suspend or terminate your account and refuse any and all current or future use of the Epylon Services.
- 5. Product Information.** Certain of the Epylon Services will require Suppliers to provide certain information regarding Supplier's services and/or products ("Products"). As mutually agreed, Supplier shall make available, correct and update in a timely manner the information regarding its Products, including Product specifications, Product descriptions, educational, special and other contractual pricing discounts, item numbers, Product images and thumbnail images, inventory availability and other product attributes designated by the parties (collectively, the "Product Information") according to Epylon's specifications and in accordance with the delivery terms and formats mutually agreed upon by the parties.
- 6. Availability of Our Website.** Epylon's highest priority is to ensure that the Epylon Sites are available. However, we may experience website outages where the Epylon Services cannot be accessed. Epylon will use reasonable efforts to make the Epylon Sites available 24 hours per day, 7 days per week, except for downtime for scheduled and unscheduled maintenance, and will promptly investigate any technical problems that You report to us.
- 7. Marketing Fee; Fees For Use of The Epylon Services.** You are obligated to pay to Epylon a Marketing Fee (also called a "Transaction Fee") of two percent (2%) of Net Sales that are generated for Product initiated through the Epylon Services, including purchase orders that consummated offline (but only if the purchase order at issue originated from activity through the Epylon Services – both Basic Epylon Services and Additional Epylon Services) **or, instead, the other Fee disclosed to**

You in connection with the Epylon Services or as set forth in the terms and conditions included in a contract awarded by a public agency through a competitive bidding process (the "Marketing Fee," "Transaction Fee," or "Fee"). [In the case of the PEPPM 2027 Product Line Bid - Pennsylvania #551262 this fee is 1.75%.] Epylon will provide or has provided to you the Marketing Fee or Fee via this website, email or other means such as when the fee is included in the terms and conditions of a contract awarded by a public agency through a competitive bidding process. You shall be obligated to pay to Epylon the Marketing Fee or Fee according to the terms provided to you.

8. Warranties.

- a. Each party warrants that (a) it is authorized, empowered, and able to enter into and fully perform its obligations under this Agreement; and (b) its performance of this Agreement, and the other party's exercise of such other party's rights under this Agreement, will not conflict with or result in a breach or violation of any of the terms or provisions or contribute a default under any agreement to which it is a party.
- b. You warrant that you have all intellectual property and other rights necessary to grant or otherwise permit Epylon to display the Product Information and Your Trademarks on the Epylon Sites (if You have supplied such Product Information and/or Trademarks to Epylon for such purposes), to offer to sell the Products and/ or purchase Products through the Epylon Services as contemplated by this Agreement (if You have supplied such Product Information to Epylon), and You are aware of no claims by any third parties adverse to any of such rights. You further warrant that Your information and participation (a) will not be false, inaccurate or misleading; (b) will not be fraudulent or involve the sale of counterfeit or stolen items; (c) will not be libelous, obscene, defamatory, harassing or otherwise unlawful; (d) will not violate any law, statute, ordinance or regulation (including without limitation those governing export control, consumer protection, unfair competition, licensing requirements, anti-discrimination, or false advertising); (e) will not use any Trojan horses, worms, time bombs, cancelbots or other computer programming routines intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or User information; (f) will not use any robot, spider, crawler, other automatic device or manual process to monitor or copy our web pages or their content without our written authorization; (g) will not link directly or indirectly or

include descriptions of goods or services that are prohibited under this Agreement or you do not have a right to link to or include; or (h) will not list any Product on our website (or consummate any transaction that was initiated using our service) that, by paying to us the Marketing Fees under this Agreement could cause us to violate any applicable law, statute, ordinance or regulation. You are solely responsible for ensuring that Your participation in Epylon's Services (and Your payment of the Fees) complies with all laws, statutes, ordinances, regulations by which you are bound.

- c. The warranties and covenants in this Section 8 are continuous in nature and shall be deemed to have been given by each party at execution of this Agreement and at each stage of performance hereunder. These representations, warranties and covenants shall survive termination or expiration of this Agreement.

NOTWITHSTANDING THE FOREGOING, THE EPYLON SERVICES AND EPYLON SITES ARE PROVIDED "AS IS," WITHOUT ANY WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, EPYLON EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, REGARDING THE EPYLON SERVICES AND EPYLON SITES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, INFORMATIONAL CONTENT, INTERFERENCE WITH ENJOYMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

9. Compliance with Legal Requirements for Selling and Purchasing.

This website is designed for use in many legal jurisdictions. It is the responsibility of the Buyer and Supplier to know and comply with all federal, state and local requirements for purchasing, including but not limited to bid and quotation limits, Supplier group preference and taxation. Epylon may provide reference information about these requirements but Epylon does not provide legal advice, and we encourage You to seek your own counsel on the rules that apply to your transactions.

10. Release From Liability. Because we are not involved in the actual transaction between Buyers and Sellers, Epylon will not become involved in, or accept liability for disputes among Sellers and Buyers. By registering for our Services, You agree to release Epylon (and our officers, directors, agents, subsidiaries and employees), from all actions, suits, claims, damages (actual and consequential), judgments, levies, executions, liabilities, losses, expenses, and other costs (collectively, "Claims"), known or unknown, including, without limitation, reasonable attorneys' fees, in any way connected with your dealings and disputes with one or more other Sellers or Buyers and your use of the Epylon Services, Epylon Sites and Epylon Developed Deliverables. IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE §1542, WHICH SAYS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

11. License Grant to Epylon. To enable us to use Your Product Information or content on our website and in connection with the Epylon Services (if You have already, or will provide such Product Information to Epylon), You grant to us and our affiliates a nonexclusive, royalty-free right to use, reproduce, publicly display, publish and transmit electronically the Product Information that You provided to Epylon for the Services under this Agreement. You also hereby grant Epylon a non-exclusive, non-transferable license to reproduce and display Your trademarks, service marks, logos and the like (collectively "Trademarks") in connection with the Epylon Sites and/or Epylon Services (if You have already, or will provide such Trademarks to Epylon). Such licenses shall terminate automatically upon the effective date of expiration or termination of this Agreement. Epylon recognizes the good will associated with the Trademarks and acknowledges that such good will belongs exclusively to You or Your licensors. Any and all uses of the Trademarks by Epylon shall inure solely to the benefit of the owners. Except for the right to use the Trademarks as set forth in this Section 11, nothing contained in this Agreement shall be construed to grant Epylon any right, title or interest in or to the Trademarks. Epylon shall not adopt, use or attempt to register any trademarks or trade names that are confusingly similar to the Trademarks or in such a way as to create combination marks with the Trademarks. If, in Your reasonable discretion, Epylon's use of the Trademarks does not meet Your trademark usage policy, Epylon will, at Your request, revise such material and re-submit it under this Section 12 prior to further display of such Trademarks on the Epylon Sites.

12. Epylon's Ownership Rights. Epylon owns all right, title and interest in and to (a) the Epylon Services, and the underlying methodology, software and the copyrightable structure of the Epylon Services; b) any derivative works of the Epylon Services; (c) the Epylon Sites, and the underlying methodology and the copyrightable structure of the organization and presentation of the Sites provided by Epylon; (d) User Information as described in this Agreement; and (e) all Epylon trademarks and other intellectual property incorporated therein. Epylon, the Epylon logo, Imagine More, edgXML and other marks are owned by Epylon. All other marks and written material that appear throughout the Epylon Sites belong to Epylon, members of the Epylon Services, or the respective owners of such marks and content, and are protected by U.S. and international copyright and trademark laws. Any use of any of the marks or content appearing throughout the Epylon Services without the express written consent of Epylon or the owner of the mark or content, as appropriate, is strictly prohibited. In accordance with our Privacy Policy, Epylon shall own all user data it collects from users of the Epylon Services and Epylon Sites, without right of accounting.

13. Intellectual Property Infringement Claims. Upon receipt of notices complying or substantially complying with the Digital Millennium Copyright Act ("DMCA") and other applicable intellectual property laws, Epylon will investigate notices of alleged infringement and will take appropriate actions under the DMCA, as reasonably requested. Notices of claimed infringement should be directed to us via email to service@epylon.com and via first class mail to:

Epylon Corporation
630 San Ramon Valley Blvd., Suite 210
Danville, CA 94526
Fax No.: (925) 407-1021
Attention: General Counsel

14. User Information. By using Epylon's Services, You will have access to certain information that other parties have provided to us ("User Information"). This Agreement and applicable laws (including laws regarding confidential information, trade secrets and other proprietary rights) govern use of the Epylon Content and information of other parties. You may use another User's information only for investigating the possibility of selling or buying the other User's products or Services through the Epylon's Services and the Epylon Sites. You agree not to use any information provided by other parties for direct marketing. You are not authorized, and you agree not to copy, sell, aggregate, or exploit for any commercial purpose the Epylon Services or content or to provide access to the Epylon Services by other parties. You agree not to derive source

codes from any software accessible through our website. You also agree not to manipulate the Epylon Quotation Services, purchase order or otherwise misuse the Epylon Services in any way. You further agree to submit or accept information only from or through Your own account. Subject to our privacy policy, Epylon owns all User Information, with no duty to account to the other party, for all such Users of the Epylon Services.

15. Passwords and Security. You agree at all times to maintain the confidentiality of Your user name and password. If You are a corporation, partnership or other legal entity, then you may allow Your employees authorization to use Your password. You shall be responsible for all activity and all charges by such employees. You agree not to permit a third party to use the Epylon Services through Your account. If there is a breach of security through Your account, You must immediately change Your password and notify us of the security breach by email at service@epylon.com. You will be liable for any unauthorized use of our Services until You notify us of the security breach.

16. Termination.

- a. Either party may terminate this Agreement (a) if the other party files a petition for bankruptcy, becomes insolvent, or makes an assignment for the benefit of its creditors, or a receiver is appointed for the other party or its business; (b) upon the occurrence of a material breach of a material provision by the other party if such breach is not cured within thirty (30) days after written notice is received by the breaching party identifying the matter constituting the material breach; (c) by mutual consent of the parties; or (d) by either party, for any reason with thirty (30) days' written notice to the other party. Epylon may terminate this Agreement immediately if it determines in its reasonable discretion that You are violating any term, condition or promise contained within this Agreement.
- b. **Effect of Termination.** Upon the expiration or earlier termination of this Agreement, the parties shall immediately cease exercising any of the rights granted pursuant to this Agreement other than those that survive beyond this Agreement as stated below in Section 25. Except as provided in Section 25, all rights granted herein to each party shall immediately upon the expiration or earlier termination of this Agreement revert in full to the owner.

17. Indemnification. By using the Epylon Sites you agree to indemnify Epylon and its parents, subsidiaries, affiliates, directors, officers, and employees and hold them harmless from any and all claims and expenses, including attorney's fees, arising from your use of the Epylon Sites, your use of the Epylon Services, or your submission of any material to Epylon or from any person's use of any account or password you maintain with any portion of the Epylon Services, regardless of whether such use is authorized by you. By using the Epylon Sites, using the Epylon Services, or submitting any material to Epylon, you are hereby agreeing to release Epylon and its parents, subsidiaries, affiliates, directors, officers, and employees from any and all claims, demands, debts, obligations, damages (actual or consequential), costs, and expenses of any kind or nature whatsoever, whether known or unknown, suspected or unsuspected, disclosed or undisclosed, that you may have against them arising out of or in any way related to such disputes and/or to the Epylon Sites or Epylon Services or to any disputes regarding use of any materials submitted to Epylon.

18. Limitation of Liability. EXCEPT FOR THE SPECIFIC REMEDIES EXPRESSLY IDENTIFIED AS SUCH IN THIS AGREEMENT, EPYLON'S (INCLUDING ITS MEMBERS, DIRECTORS, PRINCIPALS, AGENTS, SERVANTS, EMPLOYEES, AND ITS SUPPLIERS, VENDORS, BUSINESS PARTNERS AND CONTRACTORS INVOLVED, DIRECTLY OR INDIRECTLY, IN THE DELIVERY AND OPERATION OF THE EPYLON SERVICES AND EPYLON SITES) SOLE LIABILITY (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY IN TORT OR BY STATUTE OR OTHERWISE) FOR ANY CLAIM IN ANY MANNER RELATED TO THIS AGREEMENT, SHALL IN THE AGGREGATE BE LIMITED TO FIVE THOUSAND DOLLARS (\$5,000). IN NO EVENT SHALL EPYLON (INCLUDING ITS MEMBERS, DIRECTORS, PRINCIPALS, AGENTS, SERVANTS, EMPLOYEES, AND ITS SUPPLIERS, VENDORS, BUSINESS PARTNERS AND CONTRACTORS INVOLVED, DIRECTLY OR INDIRECTLY, IN THE DELIVERY AND OPERATION OF THE EPYLON SERVICES AND EPYLON SITES) BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGE, LOSS OR EXPENSES (INCLUDING BUT NOT LIMITED TO BUSINESS INTERRUPTION, LOST BUSINESS, LOST PROFITS, LOST SAVINGS, OR ANY DELAY OR INABILITY TO USE THE WEBSITE OR SERVICES) EVEN IF IT HAS BEEN ADVISED OF THEIR POSSIBLE EXISTENCE. ANY ACTION BY EITHER PARTY MUST BE BROUGHT WITHIN TWO (2) YEARS AFTER THE CAUSE OF ACTION AROSE.

- 19. Choice of Law and Forum.** This Agreement, its interpretation, performance or any breach thereof, shall be construed in accordance with, and all questions with respect thereto shall be determined by, the laws of the State of California applicable to contracts entered into and wholly to be performed within said state. You hereby consent to the personal jurisdiction of the State of California, acknowledges that venue is proper in any state or Federal court in the County of San Francisco, agrees that any action related to this Agreement must be brought in a state or Federal court in the County of San Francisco, and waive any objection You have or may have in the future with respect to any of the foregoing.
- 20. Relationship of Parties.** Buyer and Epylon are independent contractors under this Agreement, and nothing herein will be construed to create a partnership, joint venture or agency relationship between them. Neither party has authority to enter into agreements of any kind on behalf of the other.
- 21. Assignment.** You may not assign this Agreement, in whole or in part without our prior written consent. This Agreement and the rights and obligations of each of us under it will be binding on our respective successors and permitted assigns with prior notice.
- 22. Entire Agreement; Modifications.** This Agreement represents the entire agreement between the parties with respect to Epylon's Services, unless You have entered into a separate written contract with Epylon.
- 23. Notices.** We will provide you with notices via email to the address You provide us in your registration, or, at our discretion, via certified U.S. Mail, to the address you provided to us in your registration or any other address you may subsequently specify. You will provide notices to us via email to service@epylon.com and via first class mail to:
- Epylon Corporation
630 San Ramon Valley Blvd., Suite 210
Danville, CA 94526
Fax No.: (925) 407-1021
Attention: General Counsel
- 24. Force Majeure.** Neither party shall be liable for any delays or other failures to perform resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire or other casualty, website or power outages, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority.

25. Survival. All terms of this Agreement which by their nature extend beyond its termination, including specifically Sections 7, 8-10, 12-15, 16 b, and 17-25, remain in effect until fulfilled, and apply to respective successors and assigns.