

BIDMUNI

BidMuni Customer Order and Service Terms

VERSION 1.0 | EFFECTIVE 14 SEPTEMBER 2026

This Order is between Nathaniel Sarrasin, a Massachusetts sole proprietor doing business as BidMuni, and the Customer identified below. The Order and the attached Service Terms form the agreement between the parties.

Order Information

Field	Order details	Field	Order details
Order number	_____	Order date	_____
Service start date	_____	Service end date	_____
Customer legal name	_____	Authorized contact	_____
Customer email	_____	Customer telephone	_____
Billing address	_____ _____	Notice email	_____

BidMuni Notice Information

Nathaniel Sarrasin d/b/a BidMuni

Attention: Nathaniel Sarrasin

9 Pondview Drive

Ludlow, MA 01056

Email: nathaniel@bidmuni.com

Purchased Service

Select	Service	Price	Order scope
☐	Founding engagement	\$79	Fixed 30-day engagement. Customer-specific public-opportunity monitoring and the selected deliverables below. No automatic renewal.
☐	Bid Breakdown	\$199	One identified solicitation of up to 250 searchable pages. Expanded, image-only, protected, or unusually complex material requires written approval of a different scope and price.
☐	Other approved scope	\$ _____	_____ _____

Customer profile, trade, geography, agencies, or identified solicitation:

Selected founding engagement deliverables:

☐ Opportunity monitoring ☐ Decision cards ☐ Weekly intelligence ☐ Material-change alerts

☐ Readiness reminders ☐ Monthly value receipt ☐ Email delivery ☐ Other: _____

Delivery email or method: _____

Payment due: ☐ Upon acceptance and before service begins ☐ Other: _____

Customer Acknowledgment of Official Documents

Customer acknowledges that BidMuni provides informational research and decision support. Customer must independently review the current official solicitation, every addendum, notice, law, regulation, and instruction before relying on a BidMuni deliverable or submitting a bid. Official documents control whenever they differ from a BidMuni deliverable. Customer alone is responsible for deadlines, addenda, eligibility, licenses, qualifications, pricing, bonds, insurance, certifications, signatures, and a timely and compliant submission.

Acceptance

By signing or electronically accepting this Order, each signer represents that they are authorized to bind the identified party. Customer specifically accepts the Customer Acknowledgment of Official Documents and the attached Service Terms.

Customer	BidMuni
Authorized signature: _____	Nathaniel Sarrasin: _____
Printed name and title: _____	Title: Founder
Date: _____	Date: _____

BidMuni Service Terms

Section 1 Parties and Order

These Service Terms apply to each Order between Nathaniel Sarrasin, a Massachusetts sole proprietor doing business as BidMuni, and Customer. Each Order identifies the purchased service, price, start date, authorized contact, delivery method, customer profile or solicitation, payment terms, and any special scope. A person accepting an Order for Customer represents that they have authority to bind Customer.

If an Order conflicts with these Service Terms, the Order controls only for the specific commercial term or scope it expressly changes. Any other change must be in a writing accepted by both parties.

Section 2 Services

BidMuni provides independently prepared commercial research, monitoring, summaries, alerts, and decision-support information based primarily on public sources.

Founding Engagement

The \$79 founding engagement is a fixed 30-day engagement. Depending on the Order, it may include customer-specific public-opportunity monitoring, decision cards, weekly intelligence, material-change alerts, readiness reminders or metadata, monthly value receipts, and email delivery. The service is limited to the customer profile and scope in the Order.

Bid Breakdown

The \$199 Bid Breakdown covers one identified solicitation of up to 250 searchable pages. It may organize important dates, submission structure, evaluation method, bonds, wages, insurance language, qualifications, contradictions or apparent inconsistencies, and source references. Image-only, protected, unusually complex, or expanded materials require a separate written scope and price before additional work begins.

Section 3 Limits of the Service

BidMuni does not prepare or submit a bid, sign or certify documents, set prices, determine eligibility or qualification, determine legal compliance, or act for Customer. BidMuni does not provide legal, tax, accounting, engineering, architectural, estimating, bonding, insurance, licensing, or procurement advice.

BidMuni is independent. It is not a government agency, awarding authority, procurement official, architect, engineer, attorney, insurer, or bonding agent. BidMuni does not guarantee that every opportunity will be identified, that an opportunity is suitable for Customer, or that Customer will receive an award, acceptance, profit, or successful outcome.

Readiness labels, reminders, summaries, classifications, and estimated renewal windows are informational only. They are not eligibility determinations, compliance certifications, legal opinions, or professional advice.

Section 4 Customer Responsibility for Official Documents

Customer must review the current official solicitation, all addenda, notices, laws, regulations, and instructions before relying on BidMuni information or submitting a bid. The official source controls if it differs from a BidMuni deliverable.

Public sources may change, be corrected, become unavailable, or contain incomplete information. A public agency may issue an addendum, correction, postponement, or cancellation after BidMuni prepares a deliverable.

Customer remains solely responsible for:

- Confirming every deadline and submission method
- Reviewing and acknowledging every addendum
- Confirming bidder eligibility, licenses, certifications, and qualifications
- Preparing prices, estimates, schedules, and technical responses
- Obtaining required bonds and insurance
- Completing certifications, representations, and forms
- Obtaining legal, accounting, engineering, insurance, bonding, or other professional advice when needed
- Signing all documents through an authorized representative
- Submitting a complete, accurate, timely, and compliant response

Customer must not treat a BidMuni deliverable as permission to bid, a finding of compliance, or a substitute for its own review of official materials.

Commercial Terms and Remedies

Section 5 Founding Engagement Term and Cancellation

The initial founding engagement is a fixed paid 30-day engagement at \$79. It does not renew automatically. A renewal or continuing service requires a new written Order or other clear acceptance by Customer of the renewal price, period, and cancellation terms.

Either party may terminate for a material breach that is not cured within a reasonable period after notice. BidMuni may suspend or terminate immediately for unlawful use, security risk, misuse, or nonpayment. Termination does not eliminate payment obligations for services already performed.

Section 6 Bid Breakdown Cancellation

If Customer cancels a Bid Breakdown before work begins, BidMuni will provide a full refund. If Customer cancels after work begins but before delivery, BidMuni may retain a reasonable amount for completed work and refund the balance. After delivery, there is no automatic refund, but the correction procedure remains available.

Section 7 Corrections Credits and Refunds

Customer must notify BidMuni promptly after discovering a suspected material error and identify the affected statement, source, or deliverable. BidMuni will review the issue, check the relevant official source, determine whether it is a material error, source change, reasonable interpretation, or customer misunderstanding, and correct or replace the affected portion when appropriate. BidMuni will notify affected users when a material correction is necessary and retain a correction record.

Correction or replacement is the primary remedy. BidMuni may provide a refund or credit if it materially failed to deliver the purchased service, caused a material factual error that cannot reasonably be corrected, did not deliver a purchased Bid Breakdown, or ended an engagement without cause before completing the paid service.

No refund is required because Customer decided not to use the service, a source changed after delivery, an agency later issued an addendum or correction, Customer failed to review official documents, Customer caused a missed opportunity, or the information was clearly marked estimated, inferred, unknown, or unavailable. This section does not limit a remedy that cannot lawfully be limited.

Section 8 Fees Taxes and Payment

Customer must provide accurate billing information and authorize payment. Fees are due when stated in the Order. If the Order states that payment is due upon acceptance, BidMuni may wait for confirmed payment before beginning work. BidMuni may suspend delivery for a declined or overdue payment.

Prices exclude taxes that BidMuni is legally required to collect. Customer must raise a disputed charge promptly and provide enough information for BidMuni to investigate it. A payment dispute does not remove Customer's duty to pay an undisputed amount.

Section 9 Limitation of Liability

To the maximum extent permitted by law, neither party will be liable for indirect, incidental, special, consequential, exemplary, or punitive damages, or for lost profits, lost revenue, lost opportunities, or loss of goodwill arising out of or relating to an Order or the services.

To the maximum extent permitted by law, BidMuni's total aggregate liability arising out of or relating to an Order will not exceed the greater of the fees paid for the affected service or the service fees paid by Customer during the three months before the event giving rise to the claim.

The limitations in this section do not apply to fraud or intentional misconduct, liability that cannot legally be limited, a party's breach of confidentiality or misuse of personal information, Customer's payment obligations, or intellectual-property infringement caused by a party's own materials. The limitations do not eliminate BidMuni's express correction commitment.

Information Use and Protection

Section 10 Customer Information and Privacy

BidMuni may collect and use business contact information, customer profiles, correspondence, billing information, service preferences, feedback, delivery records, and materials supplied for an engagement to provide services, process payment, maintain records, communicate with Customer, improve operations, prevent misuse, and comply with legal obligations.

BidMuni may use service providers for email, cloud storage, payment processing, accounting, security, website hosting, and limited internal AI-assisted research or drafting. BidMuni will not knowingly submit Customer confidential materials to an AI provider unless Customer authorizes that use or the provider's terms, security controls, and use have otherwise been approved for the engagement.

BidMuni will use reasonable administrative, technical, and physical safeguards appropriate to the information it handles. Customer must not provide Social Security numbers, complete payment-card numbers, passwords, account credentials, one-time codes, complete tax returns, or other unnecessary sensitive information.

BidMuni may retain records for the period reasonably necessary for service delivery, corrections, accounting, legal compliance, dispute handling, security, and insurance. The applicable privacy notice forms part of these Service Terms to the extent required by law.

Section 11 Confidentiality

Each party will use reasonable care to protect the other party's nonpublic information and use it only for the agreement. Customer must not provide passwords, access credentials, one-time authentication codes, Social Security numbers, full payment-card information, unnecessary personal information, trade secrets unless specifically approved, or restricted or controlled materials unless BidMuni has approved the handling process.

BidMuni may disclose information to payment processors, cloud providers, professional advisers, insurers, and government authorities when reasonably necessary and legally permitted. Confidentiality does not apply to information that is public through no breach, was already lawfully known, is received lawfully without a confidentiality duty, or is independently developed without use of the other party's confidential information.

Section 12 Acceptable Use

Customer may use purchased BidMuni deliverables internally for its own commercial evaluation and bid workflow. Customer may not resell or sublicense deliverables, publicly repost complete deliverables, build a competing database from the service, share account access without authorization, remove source references or limitation notices, use the service for fraud or unlawful targeting, upload credentials or unnecessary sensitive information, or represent that BidMuni is a government agency or professional adviser.

Customer must independently review any information used in a bid, certification, or other submission. Customer remains responsible for materials it supplies and for having the right to provide them.

Section 13 Intellectual Property

BidMuni retains its methods, templates, internal workflows, source registry, software, organization systems, and original analysis and presentation format. Customer receives a limited, nonexclusive, nontransferable right to use purchased deliverables internally for its business.

Public records and third-party materials remain subject to the rights and restrictions that apply to them. BidMuni does not transfer ownership of third-party source material or authorize redistribution of proprietary platform documents, plans, maps, drawings, or reports.

General Terms

Section 14 Notices

Notices may be sent by email and by mail to the addresses stated in the applicable Order. Notices to BidMuni may be sent to:

Nathaniel Sarrasin d/b/a BidMuni

Attention: Nathaniel Sarrasin

9 Pondview Drive

Ludlow, MA 01056

Email: nathaniel@bidmuni.com

A party must notify the other party if its notice information changes. Routine service deliveries, alerts, and support messages may be sent to the authorized contact in the Order.

Section 15 Governing Law and Disputes

Massachusetts law governs the agreement without regard to conflict-of-law principles. A dispute must be brought in a state or federal court with jurisdiction in Hampden County, Massachusetts, unless the parties agree in writing to another resolution process or applicable law requires otherwise.

Before filing a claim, a party should give written notice describing the dispute and allow 30 days for good-faith efforts to resolve it, unless immediate relief is reasonably necessary.

Section 16 General Provisions

Neither party is responsible for delay or failure caused by events beyond its reasonable control, including government action, public-source unavailability, utility or communications failure, provider outage, natural disaster, or similar event. This does not excuse a payment obligation for services already delivered.

Customer may not assign the agreement without BidMuni's written consent, except in connection with a merger or sale of substantially all of Customer's relevant business if the successor accepts the agreement. BidMuni may use service providers to perform supporting functions while remaining responsible for its obligations.

If a provision is unenforceable, it will be limited to the minimum extent necessary, and the remaining provisions will continue. A waiver must be written and applies only to the specific instance. The Order, these Service Terms, and any incorporated privacy notice are the entire agreement about the purchased service and replace earlier discussions about that service.

The agreement may be accepted by signature, approved electronic signature, checkout acceptance, or another electronic action that clearly shows assent. Electronic copies and counterparts are treated as originals.

Customer Responsibility Reminder

BidMuni delivers commercial information and decision support. Official procurement documents and addenda always control. Customer must independently confirm every requirement and remains solely responsible for whether, when, and how it bids.

BidMuni

Nathaniel Sarrasin

9 Pondview Drive, Ludlow, MA 01056

nathaniel@bidmuni.com