This Master Subscription Agreement ("Agreement") is entered into by and between BigRentz, Inc. dba SiteStack, a Delaware corporation, ("BigRentz" or "SiteStack") and the entity identified in the applicable Order Form ("Customer"). SiteStack and Customer may each be referred to as a "Party" and collectively as the "Parties."

This Agreement governs Customer's access to and use of SiteStack, a proprietary, multi-tenant, software-as-a-service (SaaS) platform designed to support construction procurement, jobsite logistics optimization, vendor management, workflow automation, analytics, and related functionality ("Platform"), and any related services provided under this Agreement (the "Services").

Customer may accept this Agreement by: (a) executing or electronically accepting a document executed by the Parties that references this Agreement and specifies applicable details of the Services ("Order Form"); or (b) accessing or using the Platform (the first of which to occur shall be deemed the "Effective Date"). By accepting this Agreement, Customer agrees to be legally bound by the terms and conditions contained herein and represents and warrants that it is authorized to accept and to bind this Agreement on behalf of Customer.

If Customer has a separate agreement governing any other BigRentz services ("Existing Agreement"), such Existing Agreement governs those other services and this Agreement governs the Platform and Services as they pertain to SiteStack.

In consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

1. ACCESS RIGHTS; LICENSE RESTRICTIONS

1.1 Access Rights. Subject to this Agreement, SiteStack grants Customer a non-exclusive, non-transferable, non-sublicensable, limited right to access and use the Platform during the Subscription Term (as defined below), solely for Customer's internal business purposes.

Customer's access and use are limited to Customer's employees and other personnel expressly authorized by Customer to use the Platform for Customer's benefit ("Authorized Users"). Customer is fully and directly responsible for all acts and omissions of Authorized Users in connection with their access to or use of the Platform, including any orders placed or actions taken by Authorized Users.

Customer will ensure Authorized Users protect access credentials using commercially reasonable security measures and will promptly notify SiteStack of any known or suspected credential compromise.

1.2 License Restrictions. Customer shall not permit any Authorized Users or third parties to: (a) copy, modify, create derivative works of, or otherwise misuse the Platform; (b) reverse engineer, decompile, disassemble, decode, or otherwise attempt to derive the source code, underlying ideas, algorithms, structure, or organization of the Platform; (c) use the Platform to develop, benchmark, or provide a competing product or service or for competitive analysis; (d) sell, resell, sublicense, rent, lease,

distribute, or otherwise make the Platform available to any third party except as expressly authorized under this Agreement; (e) interfere with, disrupt, or attempt to circumvent the integrity, performance, or security of the Platform, including by probing, scanning, or testing vulnerabilities or bypassing access controls; (f) upload, transmit, or store unlawful, infringing, defamatory, or otherwise tortious material, or any data for which Customer lacks sufficient rights, permissions, or consents; (g) access, scrape, extract, or harvest data or content from the Platform using automated means except through Platform features expressly provided by SiteStack for such purposes; or (h) use the Platform in violation of applicable law, or any usage limits set forth in an Order Form.

1.3 Protection of Platform. SiteStack may suspend, limit, or terminate Customer's or any Authorized User's access to the Platform (in whole or in part) if SiteStack reasonably determines that: (a) such action is required by law; (b) such action is necessary to protect the security, integrity, or availability of the Platform; or (c) Customer or any Authorized User has breached this Agreement, exceeded the scope of rights granted, or engaged in fraudulent, misleading, or unlawful activity. SiteStack will have no liability for any suspension permitted under this Section, except to the extent prohibited by law.

1.4 Third-Party Materials. The Platform and Services may include or provide access to third-party software, data, or other materials ("Third-Party Materials"). Third-Party Materials are provided "AS IS" and may be subject to separate terms between Customer and the applicable third party. SiteStack does not control and is not responsible for Third-Party Materials.

1.5 Ownership. As between the Parties, SiteStack retains all right, title, and interest in and to: (a) the Platform; (b) SiteStack's technical and functional user manuals, handbooks, guides, technical specifications, onboarding materials, and other documentation provided or made available to Customer ("Documentation"); (c) Aggregated Data (as defined in Section 9.3); (d) Usage Data (as defined in Section 9.5); (e) Updates (as defined in Section 2.3); and (f) all intellectual property rights in the foregoing (collectively, "SiteStack IP"). Except for the limited rights expressly granted in Section 1.1, no rights are granted to Customer in SiteStack IP.

2. SITESTACK RESPONSIBILITIES

2.1 Service Delivery. SiteStack will provide access to the Platform and deliver the Services and provide support in accordance with this Agreement and the service level agreement ("SLA") as attached in Exhibit A.

2.2 Security. SiteStack will maintain administrative, technical, and organizational safeguards consistent with commercially reasonable industry standards and the Data Processing Addendum as attached in Exhibit B.

2.3 Updates. SiteStack may, from time to time and in its discretion, make available patches, bug fixes, corrections, updates, upgrades, maintenance releases, or other modifications to the Platform (collectively, "Updates"). Updates may not necessarily include all existing software features or new features SiteStack releases to other customers. The terms of this Agreement govern Updates unless an Update is accompanied by separate license terms (including for Third-Party Materials), in which case

such separate license terms govern solely with respect to the applicable Update or Third-Party Materials.

3. CUSTOMER RESPONSIBILITIES

3.1 Customer Data Accuracy and Legality. Customer is responsible for the accuracy, completeness, and legality of all data submitted to or collected through the Platform by or on behalf of Customer, including but not limited to procurement requests, jobsite information, customer or vendor information, and related metadata, and may include transactional, pricing, and other information relating to Customer's customers, vendors, and other third parties ("Customer Data"). Customer represents and warrants that it has all rights, permissions, and consents necessary to provide Customer Data and to grant the rights and licenses described in this Agreement.

3.2 Vendors and Third Parties. Customer may grant its subcontractors, vendors, or suppliers access to the Platform for project-related workflows, supplier portals, order updates, or related operational uses. Customer is responsible for their compliance with this Agreement.

3.3 Cooperation. Customer shall reasonably cooperate with SiteStack to support onboarding, performance, security, and service delivery.

3.4 Customer Systems. Customer is solely responsible for providing network connectivity, computing equipment, software, and other systems necessary to connect to and use the Platform. SiteStack is not responsible for performance issues, latency, outages, or failures resulting from Customer systems, including internet latency, local area networks, and non-conforming or non-compatible hardware, software, equipment, or devices.

4. FEES AND PAYMENT TERMS

4.1 Fees. Customer's subscription fees ("Fees") and pricing tiers are based on the minimum annual procurement spend Customer commits to route through the Platform ("Annual Committed Spend") as set forth in the Order Form. Customer shall pay Fees even if the actual total procurement dollar volume routed through the Platform ("Spend") is lower than the Annual Committed Spend. If actual Spend exceeds the Annual Committed Spend, Customer shall pay the difference in overage based on the pricing tiers set forth in the Order Form ("Overage Fees"). Except as stated otherwise in the Order Form, Fees are invoiced annually in advance and are due within thirty (30) days of the invoice date.

Customer acknowledges and agrees that SiteStack may increase the Fees on an annual basis, subject to any pricing commitments expressly stated in the applicable Order Form. Subscriptions and associated fees are non-cancellable during the Subscription Term.

4.2 Overage Fees. Within fifteen (15) days after the Subscription Term, SiteStack will reconcile Spend against the Annual Committed Spend and invoice any Overage Fees, payable within thirty (30) days. SiteStack may audit Spend no more than once per year upon reasonable notice, and Customer will reasonably cooperate.

4.3 Implementation Fees. SiteStack does not charge implementation or onboarding fees for standard Platform use. Custom or non-standard work requires a mutually executed statement of work ("SOW") with applicable fees.

5. TERM, RENEWAL & TERMINATION

5.1 Term. The period which Customer may access the Platform is identified in Customer's Order Form ("Subscription Term"). This Agreement remains effective until the Subscription Term has expired or been terminated in accordance with this Agreement. Unless otherwise specified in the Order Form, the Subscription Term begins on the Effective Date and continues for one (1) year. This Agreement renews automatically for successive one (1) year terms (each, a "Renewal Term") unless either Party provides sixty (60) days' written notice of non-renewal prior to the end of the then-current term.

5.2 Termination for Cause. Either Party may terminate this Agreement or an Order for material breach not cured within thirty (30) days after written notice of breach; provided that a breach incapable of cure may be terminated immediately upon written notice.

5.3 Additional Termination Rights. SiteStack may terminate this Agreement upon written notice if Customer fails to pay any undisputed amount when due and such failure continues more than fifteen (15) days after written notice, or if Customer materially breaches the use restrictions in Section 1.2. Either Party may terminate immediately upon written notice if the other Party becomes insolvent, makes an assignment for the benefit of creditors, seeks or becomes subject to bankruptcy or similar proceedings, or has a receiver or similar fiduciary appointed over a material portion of its business or assets.

5.4 Effect of Termination. Upon expiration or termination of this Agreement: (a) Customer shall pay all amounts due, including any accrued Fees and Overage Fees; and (b) Customer's and its Authorized Users' right to access and use the Platform terminates. SiteStack will delete Customer Data within sixty (60) days after termination, except to the extent required by law, retained for dispute resolution, or maintained in archival backups, in which case such Customer Data will remain subject to confidentiality obligations until deleted in the ordinary course.

5.5 Survival. Sections and obligations that by their nature should survive (including fees, confidentiality, intellectual property, data rights and licenses, indemnification, limitation of liability, dispute resolution, and miscellaneous interpretation provisions) survive any expiration or termination of this Agreement.

6. WARRANTIES

6.1 Mutual Authority Warranties. Each Party represents and warrants to the other that: (a) it is duly organized, validly existing, and in good standing (where applicable) under the laws of its jurisdiction of organization; (b) it has the power and authority to enter into and perform this Agreement; and (c) the execution, delivery, and performance of this Agreement have been duly authorized and constitute valid and binding obligations of such Party.

6.2 Warranty. SiteStack warrants that the Platform will materially conform to the Documentation during the Subscription Term. SiteStack also warrants that it will provide any Services in a professional and workmanlike manner consistent with industry standards.

SiteStack will not be responsible for non-compliance arising from: (a) unauthorized access or use; (b) Customer's breach of this Agreement; (c) Customer specifications or instructions; (d) modifications by anyone other than SiteStack; (e) misuse, neglect, or accident; (f) use with unapproved combinations; (g) Customer Data; or (h) Third-Party Materials.

6.3 No Reliance on Marketing Materials. Except as expressly set forth in this Agreement and the applicable Order Form, Customer acknowledges and agrees that (a) Customer has not relied upon, and (b) SiteStack and/or the Platform do not make, any representations, warranties, guarantees, or commitments of any kind, whether express or implied, in any marketing materials, website content, demonstrations, sales presentations, proposals, responses to requests for proposals (RFPs), or other pre-contract communications. All obligations of SiteStack with respect to the Platform and the Services are limited to those obligations expressly set forth in this Agreement and the applicable Order Form.

6.4 Exclusive Remedy. FOR ANY BREACH OF THE WARRANTIES PROVIDED BY SITESTACK IN THIS SECTION 6, CUSTOMER'S EXCLUSIVE REMEDY AND SITESTACK'S ENTIRE LIABILITY WILL BE, AT SITESTACK'S OPTION: (a) for the Platform, commercially reasonable efforts to materially correct the deficiency; (b) for Services, re-performance of the deficient Services; or (c) if SiteStack cannot substantially correct the deficiency in a commercially reasonable manner, discontinuation of the deficient Platform component or Services and a refund of the portion of any prepaid fees attributable to the period following the effective date of discontinuation.

6.5 Disclaimer. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, THE PLATFORM, SERVICES, SUPPORT SERVICES, DOCUMENTATION, UPDATES, AND ALL OTHER SITESTACK IP ARE PROVIDED "AS IS" AND "AS AVAILABLE." SITESTACK DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

WITHOUT LIMITATION, SITESTACK DOES NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION, THAT RESULTS WILL MEET CUSTOMER REQUIREMENTS, OR THAT THE PLATFORM WILL BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR-FREE. SITESTACK IS NOT RESPONSIBLE FOR RESULTS OBTAINED FROM USE OF THE PLATFORM OR CONCLUSIONS DRAWN FROM SUCH USE. SITESTACK STRICTLY DISCLAIMS ALL WARRANTIES WITH RESPECT TO THIRD-PARTY MATERIALS.

7. INDEMNIFICATION

7.1 By SiteStack. SiteStack shall defend Customer against third-party claims alleging that the Platform infringes such third party's U.S. patents, copyrights, or trade secrets, and shall pay damages awarded (or amounts agreed in settlement) for such claims, provided that Customer complies with the procedures in Section 7.3. SiteStack's obligations do not apply to claims arising from: (a)

Customer breach, negligence, willful misconduct, or fraud; (b) Customer Data; (c) modifications not made by SiteStack; (d) combinations not provided or approved by SiteStack; or (e) Third-Party Materials.

7.2 By Customer. Customer shall defend SiteStack against third-party claims arising from: (a) Customer Data (including infringement/misappropriation claims); (b) Customer's or Authorized Users' misuse of the Platform or breach of this Agreement; or (c) access by Customer's vendors or third parties permitted by Customer, except to the extent caused by SiteStack's breach of this Agreement.

7.3 Indemnification Procedures. The Party seeking defense and indemnity (the "Indemnified Party") will promptly notify the other Party (the "Indemnifying Party") of any claim and reasonably cooperate with the defense and/or settlement. The Indemnifying Party controls the defense and settlement; provided that it may not settle any claim in a manner that admits fault on behalf of the Indemnified Party or imposes non-monetary obligations on the Indemnified Party without the Indemnified Party's prior written consent (not to be unreasonably withheld, conditioned, or delayed). The Indemnified Party may participate at its own expense with counsel of its choosing.

7.4 IP Mitigation. If SiteStack reasonably believes the Platform (or any component thereof) could infringe a third party's intellectual property rights, SiteStack may, at its option and expense: (a) procure the right for Customer to continue using the affected component; (b) modify the affected component to be non-infringing without materially reducing functionality; (c) replace the affected component with a non-infringing alternative that is functionally equivalent in all material respects; or (d) if the foregoing are not available on commercially reasonable terms, suspend or terminate Customer's access to the affected component upon notice and refund prepaid fees attributable to the period following termination of the affected component. The foregoing constitutes Customer's sole and exclusive remedy for IP infringement claims.

8. LIMITATION OF LIABILITY

8.1 Cap. To the fullest extent permitted by law, SiteStack's aggregate liability arising out of or relating to this Agreement will not exceed the fees paid or payable by Customer under this Agreement in the twelve (12) months preceding the event giving rise to the claim.

Notwithstanding the foregoing, with respect to liability arising out of or relating to: (a) a Party's indemnification obligations for intellectual property infringement; (b) a Party's breach of its confidentiality obligations; or (c) a data security breach caused by a Party's gross negligence or willful misconduct, SiteStack's aggregate liability will not exceed two (2) times the fees paid or payable by Customer under this Agreement in the twelve (12) months preceding the event giving rise to the claim.

8.2 No Consequential Damages. To the fullest extent permitted by law, neither Party is liable for any indirect, incidental, consequential, special, enhanced, exemplary, or punitive damages, including loss of profits, goodwill, or reputation, even if advised of the possibility of such damages.

8.3 Basis of Bargain; Time Limit on Claims. The Parties acknowledge and agree that the limitations of liability in this Section 8 are an essential part of the basis of the bargain and will apply even if any

remedy fails of its essential purpose. No claim arising out of or relating to the Platform, Services, or this Agreement may be brought more than one (1) year after the date on which the act or omission alleged to have caused the claim occurred.

9. DATA RIGHTS, ALGORITHMIC INTELLIGENCE & MARKETPLACE FIREWALL

9.1 Ownership of Customer Data. Customer retains all ownership of Customer Data.

9.2 License to Use Customer Data. Customer grants SiteStack a non-exclusive, royalty-free, worldwide license to use, store, process, transmit, display, reproduce, modify, and create derivative works from Customer Data solely to: (a) provide, operate, secure, and support the Platform and Services; (b) perform the Agreement; (c) troubleshoot; and (d) generate Aggregated Data (as defined in Section 9.3) and related insights as described below. Without limiting the foregoing, Customer acknowledges and agrees that Customer Data, including supplier transaction patterns, pricing and other information, may be used to predict likely supplier responses, estimate all-in pricing and costs, and generate optimization outputs within the Platform, subject to the Marketplace/SaaS Firewall in Section 9.8.

9.3 Aggregated Data. "Aggregated Data" means data derived from Customer Data that has been anonymized, de-identified, and combined with data from other customers such that it cannot be used to identify Customer or any individual. SiteStack may use Aggregated Data for any lawful business purpose (during and after the Term), including: (a) improving the Platform; (b) training machine learning models, algorithms, and optimization methods; (c) deriving pricing intelligence; (d) benchmarking; and (e) generating industry insights. Aggregated Data will not identify Customer.

9.4 Platform Improvements. SiteStack may develop improvements, enhancements, features, functionality, algorithms, machine learning models, workflows, and operational methods based on aggregated usage patterns, operational insights, and feedback derived from operation of the Platform. Customer agrees that any such improvements or developments are part of SiteStack's intellectual property and do not grant Customer any ownership rights, claims, or compensation, provided that such improvements do not identify Customer or disclose Customer Confidential Information.

9.5 Usage Data. SiteStack may monitor Customer's use of the Platform and collect and compile log data and technical information related to Customer's use of the Platform ("Usage Data") for operating, maintaining, supporting, securing, and improving the Platform (including performance monitoring and security analysis). As between the Parties, SiteStack owns all right, title, and interest in Usage Data and all intellectual property rights therein.

9.6 Algorithmic Outputs. Customer acknowledges that the Platform may provide machine learning outputs, predictive analytics, benchmarking insights, pricing intelligence, logistics optimization recommendations, or other data-driven suggestions (collectively, "Algorithmic Outputs"). Customer further acknowledges and agrees that Algorithmic Outputs: (a) are generated using Aggregated Data and automated models; (b) are provided for informational and decision-support purposes only; (c) do not constitute financial, procurement, legal, operational, performance, or cost-savings guarantees;

and (d) do not replace Customer's independent business judgment, evaluation, and decision-making. SiteStack does not warrant that any Algorithmic Outputs will achieve any particular financial result, cost reduction, supplier performance improvement, schedule improvement, or operational outcome.

9.7 Market Insights. The Platform may generate industry insights, benchmarking information, pricing intelligence, and optimization outputs derived from Aggregated Data across the SiteStack customer base. Such insights are based on anonymized and aggregated datasets and do not identify any individual customer, supplier, or transaction. These insights are provided for informational and operational purposes only and do not constitute pricing recommendations, coordination, or control of supplier pricing behavior.

9.8 Marketplace/SaaS Firewall. Customer Data will not be shared with, disclosed to, or directly accessible by BigRentz's rental marketplace operations ("BigRentz Marketplace Services") for any commercial or competitive purpose. SiteStack maintains strict system-level, data-layer, and role-based access controls separating SiteStack Customer data from BigRentz Marketplace Services.

Customer acknowledges that, solely for the purpose of generating quotes, fulfilling procurement requests, and enabling operational workflows, the Platform may transmit minimum necessary operational order information—including jobsite location, dates, equipment or material specifications, and quantities ("Order Information") to: (a) Customer's selected or integrated suppliers; (b) third-party suppliers connected via API; and/or (c) the BigRentz Marketplace Services acting strictly in a vendor capacity, but only to the extent required to provide pricing, availability, order updates, or fulfillment services. For purposes of clarity, such Order Information:
- does not include Customer pricing strategy, vendor rates, negotiated terms, internal budgets, or project details beyond what is required to process the request;
- is equivalent to the information shared with any integrated third-party supplier (e.g., United Rentals, SunState, Sunbelt, Herc);
- is used exclusively for order processing and order management;
- does not grant the BigRentz Marketplace Services any visibility into Customer-specific procurement behavior, patterns, or competitive information.

Only Algorithmic Outputs—not Customer Data—may be provided to SiteStack users, integrated suppliers, or BigRentz Marketplace Services. BigRentz Marketplace Services cannot view, access, derive, or reverse engineer Customer Data from such outputs. BigRentz shall not use Customer Data in its capacity as an equipment supplier, except to the limited extent Customer affirmatively selects BigRentz Marketplace Services to be used as a vendor as expressly permitted by this Section.

9.9 Integrated Suppliers. If Customer elects to integrate third-party suppliers, vendors, or service providers with the Platform via API, EDI, or other system-to-system connectivity (each, an "Integrated Supplier"), Customer authorizes SiteStack to exchange Order Information between Customer and such Integrated Supplier to facilitate procurement, fulfillment, delivery, pickup, billing, service, and jobsite operations.

Following placement of an order or execution of a transaction between Customer and an Integrated Supplier, the Platform may transmit and receive Order Information reasonably necessary to support

the transaction lifecycle, including fulfillment, delivery/pickup, service, telematics, billing and order changes and other information normally available in the Integrated Supplier's customer portal or otherwise provided to Customer in the ordinary course. Such data exchanges: (a) occur solely between Customer and the Integrated Supplier; (b) are transmitted through the Platform only to facilitate or reflect the relationship between Customer and the Integrated Supplier; (c) do not grant SiteStack rights to use the data except to provide the Services and as otherwise permitted under this Agreement; and (d) do not grant the BigRentz Marketplace Services any visibility into the content, details, or transaction history of such exchanges.

10. CONFIDENTIALITY

10.1 Confidential Information Definition. For purposes of this Agreement, Confidential Information means non-public information disclosed by one Party ("Disclosing Party") to the other ("Receiving Party") that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and circumstances of disclosure ("Confidential Information"). Customer Data is Customer's Confidential Information. The Platform, Documentation, and non-Customer system data are SiteStack's Confidential Information. Confidential Information does not include information that the Receiving Party can demonstrate: (a) was already known without obligation of confidentiality; (b) is independently developed without use of the Disclosing Party's Confidential Information; (c) is lawfully received from a third party without restriction; or (d) becomes publicly available without breach of this Agreement.

10.2 Protection and Use. The Receiving Party will: (a) use Confidential Information only to perform its obligations or exercise its rights under this Agreement; (b) protect it using reasonable care (and no less than it uses to protect its own similar information); and (c) disclose it only to personnel, contractors, and advisors with a need to know who are bound by confidentiality obligations at least as protective as those herein.
A Party may disclose Confidential Information if required by law or court order, provided it gives prompt notice (unless legally prohibited) and limits disclosure to the minimum required.

10.3 Data Processing. SiteStack may process Customer Data solely to provide, secure, support, and improve the Platform and Services, in accordance with this Agreement and applicable law. Customer represents that it has all necessary rights and permissions to provide Customer Data for such processing. The Parties agree that the Platform is not intended for the processing of regulated "Sensitive Data" (including GLBA- or HIPAA-regulated data), and Customer will not provide such data unless otherwise expressly agreed in writing.

10.4 Return/Deletion; Survival. Upon termination or expiration, each Party will return or delete the other Party's Confidential Information, except for archival backups or information retained as required by law. Confidentiality obligations survive for three (3) years after termination; trade secrets and Customer Data remain protected for so long as retained.

11. GOVERNING LAW & DISPUTE RESOLUTION

11.1 Governing Law. This Agreement is governed by the laws of the State of Delaware, without regard to conflict-of-laws principles.

11.2 Arbitration. Except as provided below, any dispute arising out of or relating to this Agreement or the Platform that cannot be resolved in the ordinary course of business shall be resolved by final and binding arbitration administered by the American Arbitration Association ("AAA") before a single arbitrator. Arbitration shall take place in Delaware (unless SiteStack elects otherwise) and shall be conducted in accordance with AAA commercial rules. The arbitrator may award the same relief available in court on an individual basis and shall apply Delaware law.

11.3 Class Action and Jury Waiver. Each Party waives the right to a jury trial and to participate in any class or representative action. Claims must be brought on an individual basis, and the arbitrator may not consolidate claims without the Parties' written consent.

11.4 Injunctive Relief. Either Party may seek injunctive or equitable relief in a court of competent jurisdiction to protect its intellectual property or Confidential Information.

12. MISCELLANEOUS

12.1 Notices. Notices must be in writing and are effective upon receipt when delivered personally, electronically (without bounce-back), by overnight courier, or by certified U.S. mail to the addresses set forth in the applicable Order Form (or as updated by notice).

12.2 Assignment. Neither Party may assign this Agreement without the other Party's prior written consent, except in connection with a merger, acquisition, or sale of substantially all assets. Customer may assign to an Affiliate upon written notice, provided the assignee is not a competitor. Any prohibited assignment is void.

12.3 Subcontractors. SiteStack may use subcontractors and subprocessors to provide the Platform and Services and remains responsible for their performance as required by law.

12.4 Force Majeure. Neither Party is liable for delays or failures (excluding payment obligations) caused by events beyond reasonable control, including acts of God, labor disputes, war, terrorism, third-party attacks, network or utility failures, or governmental actions.

12.5 Publicity. Either Party may identify the other as a customer or service provider in general marketing materials. Any press release, case study, testimonial, or trademark use requires the other Party's prior written consent.

12.6 General. This Agreement, including all incorporated documents and Order Forms, constitutes the entire agreement between the Parties and supersedes prior understandings. In the event of conflict, an Order controls with respect to its subject matter. Amendments must be in writing and signed by both Parties. The Parties are independent contractors. If any provision is unenforceable, the remainder remains in effect. No waiver is effective unless in writing.