

Last updated: 08/01/2021

Terms and Conditions of Acceptable Use

These ConstructConnect Terms and Conditions of Acceptable Use govern access to and use of ConstructConnect Services (as defined in Section 1) by you the User, as well as any individual or entity (including employees, agents, and contractors) you allow to access and use the ConstructConnect Services. These Terms and Conditions and any applicable Master Agreement and Order Forms form your agreement (collectively the “Agreement”) with ConstructConnect and govern the use of ConstructConnect Services and are incorporated herein.

This Agreement, WHICH INCLUDES A MANDATORY ARBITRATION REQUIREMENT, A TIME LIMIT ON BRINGING CLAIMS, AND A WAIVER OF RIGHT TO PURSUE CLAIMS AS A CLASS ACTION OR REPRESENTATIVE IN SECTION 11.7 BELOW, constitutes a binding legal agreement between you and ConstructConnect, Inc. (“ConstructConnect,” “we,” “us,” and “our”). Please read these terms carefully and print a copy for reference.

IF YOU DO NOT AGREE TO THIS AGREEMENT, YOU ARE NOT PERMITTED OR AUTHORIZED TO USE THE CONSTRUCTCONNECT SERVICES.

If you are a direct competitor to ConstructConnect, you may not access or use the ConstructConnect Services without ConstructConnect’s explicit, advance, written consent, and then only for the purposes authorized in writing.

You agree to receive electronically all communications, agreements, and notices that we provide in connection with any ConstructConnect Services (“Communications”), including by e-mail, text, in-app notifications, or by posting them on the ConstructConnect web site or through any ConstructConnect Services. You agree that all Communications that we provide to you electronically satisfy any legal requirement that such Communications be in writing.

We may modify this Agreement or any additional terms, which are relevant to a particular ConstructConnect service, to reflect changes in the law or to the ConstructConnect Services. We will post the revised Agreement on the Site (as defined in Section 1, below). PLEASE REVIEW THE SITE ON A REGULAR BASIS TO OBTAIN TIMELY NOTICE OF ANY REVISIONS. IF YOU CONTINUE TO USE THE CONSTRUCTCONNECT SERVICES AFTER THE REVISIONS TAKE EFFECT, YOU AGREE TO BE BOUND BY THE REVISED AGREEMENT. You agree that we shall not be liable to you or to any third party for any modification of this Agreement.

1. DEFINITIONS

“Account” means a unique account established by User to enable access and use of the ConstructConnect Services.

“ConstructConnect Services” means the services that can be accessed on the Site(s) by User pursuant to this Agreement.

“Documentation” means ConstructConnect’s then-current technical and functional documentation for the ConstructConnect Services as made generally available by ConstructConnect.

“Service Schedule” means the service-specific terms and conditions applicable to a particular ConstructConnect service, including ConstructConnect’s exhibits and attachments accompanying such schedule.

“Site” means the web site of ConstructConnect located at ConstructConnect.com, and other select domains owned by ConstructConnect.

“Term” means the period of time the Services are made available to the User. “User” means the individual over the age of 18 who created an Account and accepts these Terms and Conditions and is responsible for ensuring compliance with this Agreement. User may be referred to in this Agreement as “you” and “your.”

2. USAGE AND ACCESS RIGHTS

2.1 Subject to the terms and conditions of this Agreement, ConstructConnect will provide the ConstructConnect Services and grants to you a limited, non-exclusive, nonsublicensable, non-transferable right and license during the Term, solely for your internal business purposes and in accordance with the Documentation, to use the ConstructConnect Services.

2.2 You shall not, and shall not permit others to, do the following with respect to the ConstructConnect Services:

- a)** use the ConstructConnect Services or allow access to it in a manner that circumvents contractual usage restrictions or that exceeds your authorized use or usage metrics set forth in this Agreement;
- b)** license, sub-license, sell, re-sell, rent, lease, transfer, distribute or time share or otherwise make any portion of the ConstructConnect Services or Documentation available for access by third parties except as otherwise expressly provided in this Agreement;
- c)** access or use the ConstructConnect Services or Documentation for the purpose of developing or operating products or services intended to be offered to third parties in competition with the ConstructConnect Services or allow access by a direct competitor of ConstructConnect;
- d)** reverse engineer, decompile, disassemble, copy, or otherwise attempt to derive source code or other trade secrets from or about any of the ConstructConnect Services or technologies except as expressly permitted elsewhere in this Agreement or by law, unless and then only to the extent permitted by applicable law without consent;

e) use the ConstructConnect Services (including, without limitation, any content and materials accessible via the ConstructConnect Services) or Documentation in a way that (i) violates or infringes upon, or otherwise misappropriates, the rights of a third party, including those pertaining to contract, intellectual property, privacy or publicity; or (ii) effects or facilitates the storage or transmission of libelous, tortious or otherwise unlawful material including, but not limited to, material that is harassing, threatening, or obscene; or

f) interfere with or disrupt the integrity, operation or performance of the ConstructConnect Services or interfere with the use or enjoyment of it by others by, among other things, using it to create, use, send, store or run viruses or other harmful computer code, files, scripts, agents or other programs or circumvent or disclose the user authentication or security of the ConstructConnect Services or any host, network, or account related thereto or use any aspect of the ConstructConnect Services other than those specifically identified on the Site, probe, scan, or test the vulnerability of any system or network;

2.3 ConstructConnect may suspend any use of the ConstructConnect Services, or remove or disable any Account or content that ConstructConnect reasonably and in good faith believes violates this Agreement. ConstructConnect will use commercially reasonable efforts to notify you prior to any such suspension or disablement, unless ConstructConnect reasonably believes that: (a) it is prohibited from doing so under applicable law or under legal process, such as court or government administrative agency processes, orders, mandates, and the like; or (b) it is necessary to delay notice to prevent imminent harm to the ConstructConnect Services or a third party. Under circumstances where notice is delayed, ConstructConnect will provide the notice if and when the related restrictions in the previous sentence no longer apply.

3. OWNERSHIP

3.1 As between you and ConstructConnect, ConstructConnect (or its applicable licensor) (a) shall own and retain all right, title and interest in and to any and all copyrights, trademark rights, patent rights, database rights, trade secrets and other intellectual property or other rights in and to the ConstructConnect Services (including, without limitation, any and all content and materials accessible via the ConstructConnect Services, other than any Subscriber Material provided by you which is subject to Section 3.2 below), the Site, and the Documentation, any improvements or design contributions to or derivative works of any of the foregoing, and any knowledge or processes related to any of the foregoing and/or provided by or on behalf of ConstructConnect hereunder, (b) shall own and retain all right, title and interest in and to any and all data that ConstructConnect (i) generates in connection with the operation of the Site and/or provision of the ConstructConnect Services, or (ii) derives or aggregates from any Subscriber Material (as defined below) provided to ConstructConnect hereunder and (c) shall exclusively own and retain all right, title and interest in and to any and all copyrights, trademark rights, patent rights, database rights, trade secrets and other intellectual property or other rights in and to any

communications or materials to ConstructConnect by mail, email, telephone, web forum, or otherwise, suggesting or recommending changes to the ConstructConnect Services, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("Feedback"), permitting ConstructConnect free to use such Feedback, without any attribution or compensation to you or any third party, any ideas, know-how, concepts, techniques or other intellectual property rights contained in the Feedback, for any purpose whatsoever. Except for the limited rights expressly granted to you under this Agreement, no right or license is granted to you in or to any of the foregoing, and ConstructConnect hereby expressly reserves all rights not explicitly granted to you under this Agreement.

3.2 Without limiting anything in Section 3.1 above, and subject the license rights granted to ConstructConnect herein, except as otherwise expressly set forth in this Agreement or a separate applicable agreement between the parties hereto, as between you and ConstructConnect, you (or your applicable licensor) shall retain ownership of your (or your applicable licensor's) rights in anything you send, disclose, upload, post, or otherwise provide to ConstructConnect by or through the ConstructConnect Services, the Site (including, without limitation, via postings to any interactive portions of the ConstructConnect Services or the Site), postal mail, e-mail, or hand delivery (collectively "Subscriber Material"), including, without limitation, any Subscriber Material consisting of blueprints, technical designs and drawings, specifications, building plans or other similar technical information, in each case, which are exclusively related to a specific construction project or proposal ("Project Specific Material"); provided that you hereby grant to ConstructConnect and its affiliates a non-exclusive, worldwide, freely transferable, freely sublicensable, perpetual, irrevocable, royalty-free right and license (a) under all Project Specific Material, to use, reproduce, distribute, publicly display, publicly perform, modify, create derivative works of, and use, make, have made, sell, offer to sell and import products and services based upon such Project Specific Material, in connection with the Services, the Site and any other products or services of ConstructConnect or its affiliates, in each case for the purposes of use of the foregoing by you in furtherance of the applicable construction project or proposal to which such Project Specific Material relates, (b) under all other Subscriber Material, to combine such Subscriber Material with other data and to use, transmit, distribute, reproduce, modify, edit, adapt, translate and reformat such Subscriber Material in any manner, in whole or in part, to provide, facilitate, enhance and troubleshoot the Services, provide similar services to third parties, and develop and enhance other products and services, provided, that ConstructConnect and its affiliates shall not disclose to any third party any of your personally identifiable information as the source of any Subscriber Material without your prior written permission, and (c) under all other Subscriber IP, to use, reproduce, distribute, publicly display, publicly perform, modify, create derivative works of, and use, make, have made, sell, offer to sell and import products and services based upon such Subscriber IP in connection with, or in furtherance of, the Service, the Site, the Software and any other products or services of ConstructConnect. Notwithstanding the scope of the foregoing licenses, nothing in this Agreement shall restrict or prohibit ConstructConnect from making any use of any Project Specific Material, Subscriber

Material or Subscriber IP otherwise permitted under the doctrine of fair use. you hereby represent and warrant to ConstructConnect that (i) you have obeyed all laws and obtained all consents necessary to grant such licenses of Project Specific Material, Subscriber Material and Subscriber IP to ConstructConnect and its affiliates, (ii) you have and will maintain the irrevocable and unconditional right, power and authority to grant such licenses to ConstructConnect, and (iii) use by ConstructConnect, in accordance with this Agreement, of any Subscriber Material or Subscriber IP will not infringe, misappropriate or otherwise violate any Intellectual Property Rights or other rights of any person or entity. Notwithstanding the scope of the foregoing licenses, you expressly acknowledge and agree that nothing in this Agreement shall restrict or prohibit ConstructConnect and its affiliates from making any use of any Subscriber Material otherwise permitted under the doctrine of fair use.

3.3 If you send, disclose, upload, post, or otherwise provide to ConstructConnect any Subscriber Material, you hereby (a) acknowledge and agree that you are providing such Subscriber Material to ConstructConnect on a non-confidential basis, and ConstructConnect will have no obligation to keep such Subscriber Material secret, to refrain from using such Subscriber Material in accordance with this Agreement, or to compensate you for the receipt or use of such Subscriber Material, (b) release ConstructConnect from any liability under any legal theory in connection with the use, modification, sale, or disclosure of any Subscriber Material to the extent such use, modification, sale or disclosure is permitted under this Agreement, and (c) irrevocably waive all “moral rights” you may have in such Subscriber Material.

3.4 User may choose to use products or services that are provided or supported by third parties (“Third-Party Services”) for use with ConstructConnect Services. Third-Party Services are provided pursuant to the terms of the applicable third-party license or separate agreement between the licensor of the Third Party Services and User, and ConstructConnect assumes no responsibility for, and hereby specifically disclaims any and all liabilities and/or obligations with respect to, any and all Third-Party Services.

4. USER DATA, PERSONAL DATA, AND DATA PROTECTION

4.1 You shall be responsible for data that you provide or use through your use of the ConstructConnect Services. Further, you are solely responsible for determining the suitability of the ConstructConnect Service for your business or organization and complying with any regulations, laws, or conventions applicable to User data and your use of the ConstructConnect Service.

4.2 You hereby warrant that your collection and use of any personal data contained in User data complies with all applicable data privacy and protection laws, rules, and regulations. You hereby authorize ConstructConnect to process such personal data in accordance with the applicable data protection laws, rules, and regulations.

4.3 You hereby consent to ConstructConnect’s collection, use and disclosure of your data (including without limitation personal data pertaining to you or that you provide) as

described in the ConstructConnect Privacy Policy, which describes, among other things, the use of data to monitor and enforce compliance with this Agreement.

4.4 Application Data Functionality:

a) Buyer Activity Report: To connect customers that install materials with matching material manufacturers and suppliers, customers' project activity on ConstructConnect sourced projects is shared with matching building product manufacturer customers who have purchased the Buyer Activity Report. ConstructConnect does not share this information with any third party that installs materials on a project. By clicking on "Settings" or "Company Preferences" users can choose to opt out of having their information shared in this manner.

b) Mobile Applications: Users that download and log into any of our mobile applications agree that the following functionality is available within our application: i) the ability to send push notifications from the application (this must be affirmatively enabled in the settings of your mobile device), ii) the ability to access a user's GPS location to optimize performance of the application and user experience (this must be affirmatively enabled in the settings of your mobile device), iii) the ability to trigger creation of a draft calendar event that can be imported by the user into his phone's native calendar app, and iv) the ability to trigger creation of a draft email that can then be sent by the user using his phone's native email app.

5. TERM AND TERMINATION

The Term of this Agreement begins on the date you accept it and continues until your use of the ConstructConnect Services ceases (including as a result of termination in accordance with this Section 5), whichever is later. User agrees that termination of this Agreement and termination of its access to the ConstructConnect Services and the Site is User's sole right and remedy with respect to any dispute with ConstructConnect. This includes, but is not limited to, any dispute related to, or arising out of: (i) any term of this Agreement or ConstructConnect's enforcement or application of this Agreement; (ii) any policy or practice of ConstructConnect, including, without limitation, enforcement or application of these policies; (iii) the content available through ConstructConnect or any changes in content; or (iv) User's ability to access and/or use the ConstructConnect Services. Notwithstanding the foregoing, certain terms and conditions contained and denoted herein shall survive the termination of this Agreement.

6. WARRANTIES AND DISCLAIMERS

6.1 You hereby represent and warrant to ConstructConnect that: (a) you have all requisite rights and authority to use the ConstructConnect Services under this Agreement and you have, and will maintain, the irrevocable and unconditional right, power and authority to grant all applicable rights and licenses granted to ConstructConnect herein; (b) use by ConstructConnect and its affiliates, in accordance with this Agreement, of Subscriber Material provided by you will not infringe, misappropriate, or otherwise violate any intellectual property or other right of any person or entity; (c) you are responsible for all use of the ConstructConnect Services

associated with your Account; (d) you are solely responsible for maintaining the confidentiality of your Account names and password(s); (e) you agree to immediately notify us of any unauthorized use of your Account of which you become aware; (f) you agree that ConstructConnect will not be liable for any losses incurred as a result of a third party's use of your Account, regardless of whether such use is with or without your knowledge and consent; (g) you are unaware of any improper or illegal use to the ConstructConnect Services; (h) you will use the ConstructConnect Services (including, without limitation, all content and materials accessible via the ConstructConnect Services) for lawful purposes only and subject to this Agreement; (i) any information you submit to ConstructConnect is true, accurate, and correct; and (i) you will not attempt to gain unauthorized access to the Site or the ConstructConnect Services, other accounts, computer systems, or networks under the control or responsibility of ConstructConnect through hacking, cracking, password mining, or any other unauthorized means.

6.2 THE CONSTRUCTCONNECT SERVICES, DOCUMENTATION, AND THE SITE ARE PROVIDED "AS IS" AND "AS AVAILABLE," AND CONSTRUCTCONNECT: (a) MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER; (b) EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, AND TITLE; AND (c) DOES NOT WARRANT THAT THE CONSTRUCTCONNECT SERVICES, DOCUMENTATION OR SITE ARE OR WILL BE ERROR-FREE, WILL MEET YOUR REQUIREMENTS, OR BE TIMELY OR SECURE. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THE USE OF THE CONSTRUCTCONNECT SERVICES, DOCUMENTATION OR SITE. YOU WILL NOT HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF CONSTRUCTCONNECT TO ANY THIRD PARTY. USE OF THE CONSTRUCTCONNECT SERVICES, DOCUMENTATION AND SITE ARE AT YOUR SOLE RISK.

6.3 Because some states and jurisdictions do not allow limitations on implied warranties, the above limitation may not apply to you. In that event, such warranties are limited to the maximum extent permitted by, and for the minimum warranty period allowed by the mandatory applicable law.

7. USER INDEMNIFICATION OBLIGATIONS

You will defend, indemnify, and hold us, our affiliates, officers, directors, employees, suppliers, consultants, and agents harmless from any and all third party claims, liability, damages, and costs (including, but not limited to, attorneys' fees) arising from or related to any: (a) use of the ConstructConnect Services by you; (b) violation of this Agreement by you (including, without limitation, breach of any of your representations and warranties set forth in Section 6.1 above); or (c) infringement, misappropriation or other violation of any intellectual property or other right of any person or entity by you.

8. LIMITATIONS OF LIABILITY

8.1 NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, CONSTRUCTCONNECT WILL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO YOU FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, COVER, PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THE TRANSACTIONS CONTEMPLATED UNDER THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, GOODWILL, WORK STOPPAGE, LOST PROFITS OR LOSS OF BUSINESS, EVEN IF APPRISED OF THE LIKELIHOOD OF SUCH LOSSES.

8.2 OTHER THAN FOR THE TYPES OF LIABILITY WE CANNOT LIMIT BY LAW (AS DESCRIBED IN THIS SECTION OR ELSEWHERE IN THIS AGREEMENT), UNLESS PROVIDED FOR ELSEWHERE IN A MASTER AGREEMENT WE LIMIT OUR LIABILITY TO YOU TO THE GREATER OF \$100 USD OR THE AMOUNT OF TOTAL SERVICE FEES INVOICED BY ConstructConnect DURING THE SIX (6) MONTHS IMMEDIATELY PRIOR TO THE EARLIEST DATE ON WHICH THE EVENTS GIVING RISE TO THE LIABILITY OCCURRED.

8.3 Each provision of this Agreement that provides for a limitation of liability, disclaimer of warranties, or exclusion of damages represents an agreed allocation of the risks of this Agreement between the parties. This allocation is reflected in the pricing offered by ConstructConnect to you and is an essential element of the basis of the bargain between the parties. Each of these provisions is severable and independent of all other provisions of this Agreement, and each of these provisions will apply even if the warranties in this Agreement have failed of their essential purpose.

9. CONFIDENTIALITY

9.1 "Confidential Information" means any trade secrets or other information of ConstructConnect, whether of a technical, business, or other nature, that is disclosed to you (the "Recipient") and that is marked "confidential," or, whether or not marked, that a reasonable person would understand to be confidential given the circumstances of the disclosure. Confidential Information does not include any information that: (a) was known to Recipient before receiving it from the disclosing party; (b) is independently developed by Recipient without use of or reference to any Confidential Information of the other party; (c) is acquired by Recipient from another source that did not receive it in confidence from the other party to this Agreement; or (d) is or becomes part of the public domain through no fault or action of Recipient.

9.2 During and after the Term, Recipient will: (a) use the Confidential Information of the other party only for purposes that are within the scope of this Agreement; (b) not disclose such Confidential Information to a third party, except on a need-to-know basis to its attorneys, auditors, consultants and service providers who are under confidentiality obligations at least as restrictive as those contained herein; and (c) protect such Confidential Information from unauthorized use and disclosure to the same extent (but using no less than a reasonable degree of care) that it protects its own Confidential Information of a similar nature. Notwithstanding the foregoing, User

expressly authorizes ConstructConnect to use and process DATA as described in the ConstructConnect Privacy Policy.

9.3 If Recipient is required by law to disclose Confidential Information of the other party or the terms of this Agreement, Recipient will give prompt written notice to the other party before making the disclosure, unless prohibited from doing so by the legal or administrative process, and assist the disclosing party to obtain where reasonably available an order protecting the Confidential Information from public disclosure.

9.4 Recipient acknowledges that, subject to Section 3 and as between the parties, all Confidential Information it receives from the disclosing party, including all copies thereof in Recipient's possession or control, in any media, is proprietary to and exclusively owned by the disclosing party. Except as provided in Section 3, nothing in this Agreement grants Recipient any right, title or interest in or to any of the disclosing party's Confidential Information. Recipient's incorporation of the disclosing party's Confidential Information into any of its own materials will not render Confidential Information non-confidential.

9.5 Recipient acknowledges that any actual or threatened breach of this Section 9 may cause irreparable, non-monetary injury to the disclosing party, the extent of which may be difficult to ascertain. Accordingly, the disclosing party is entitled to (but not required to) seek injunctive relief in addition to all remedies available to the disclosing party at law and/or in equity, to prevent or mitigate any breaches of this Agreement or damages that may otherwise result from those breaches. Absent written consent of the disclosing party to the disclosure, the Recipient, in the case of a breach of this Section 9, has the burden of proving that the disclosing party's Confidential Information is not, or is no longer, confidential or a trade secret and that the disclosure does not otherwise violate this Section 9.

9.6 If you provide ConstructConnect with confidential Subscriber Material, you agree to provide notice in accordance with Section 10.5 or through the Site as specifically instructed and permitted by ConstructConnect.

10. GENERAL

10.1 At all times, the parties are independent contractors, and are not the agents or representatives of the other. This Agreement is not intended to create a joint venture, partnership, or franchise relationship between the parties. Non-parties do not benefit from and cannot enforce this Agreement. There are no third-party beneficiaries to this Agreement. You must not represent to anyone that you are an agent of ConstructConnect or is otherwise authorized to bind or commit ConstructConnect in any way without ConstructConnect's prior written authorization.

10.2 You hereby acknowledge that the ConstructConnect Services and any related products, information, documentation, software, technology, technical data, and any derivatives thereof, that ConstructConnect makes available to its Users (collectively "Excluded Data"), is subject to export control laws and regulations of the United States

and other jurisdictions (collectively “Export Laws”). You hereby represent and warrant that you: (a) are not located in, under the control of, or a national or resident of an embargoed country; (b) are not a prohibited end user under Export Laws; and (c) will not access, download, use, export or re-export, directly or indirectly, the Excluded Data to any location, entity, government or person prohibited by export laws, without first complying with all Export Laws that may be imposed by the U.S. Government and any country or organization of nations within whose jurisdiction you operate or does business. You are solely responsible for complying with Export Laws for all Excluded Data and any of its content transmitted through the ConstructConnect Services. You shall advise ConstructConnect in advance in the event you propose use of the Excluded Data that requires ConstructConnect to obtain additional licenses, permits and/or approvals from any government in the jurisdiction where you intend to use the ConstructConnect Services. Upon being advised of such a requirement, ConstructConnect may at its sole discretion: (i) terminate your Account; (ii) obtain such licenses, permits, and/or approvals as may be required; or (iii) modify this Agreement such that additional licenses, permits, and/or approvals are no longer required to be obtained by ConstructConnect.

10.3 Third Party Content. We may provide, or third parties may provide, links to other third-party web sites or resources that are beyond our control. We make no representations as to the quality, suitability, functionality, or legality of any sites to which links may be provided, and you hereby waive any claim you might have against us with respect to such sites. **CONSTRUCTCONNECT IS NOT RESPONSIBLE FOR THE CONTENT ON THE INTERNET OR WEB PAGES THAT ARE LOCATED OUTSIDE THE SITE.** Your correspondence or business dealings with, or participation in promotions of, advertisers or partners found on or through the Site, including payment and delivery of related goods or services, and any other terms, conditions, warranties, or representations associated with such dealings, are solely between you and such advertiser or partner. You agree that we are not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers or links to third-party web sites or resources on the Site.

10.4 Assignability. You may not assign your rights or obligations under this Agreement without ConstructConnect’s prior written consent. If consent is given, this Agreement will bind your successors and assigns. Any attempt by you to transfer your rights, duties, or obligations under this Agreement except as expressly provided in this Agreement is void. ConstructConnect may freely assign its rights, duties, and obligations under this Agreement.

10.5 Notices. Except as otherwise permitted by this Agreement, any notice required or permitted to be given in accordance with this Agreement will be effective only if it is in writing and sent using: (a) ConstructConnect Services; (b) by certified or registered mail; or (c) insured courier, to the appropriate party at the address set forth on the Site for ConstructConnect. Either party may change its address for receipt of notice by notice to the other party through a notice provided in accordance with this Section 10.5. Notices are deemed given upon receipt if delivered using ConstructConnect Services,

two (2) business days following the date of mailing, or one (1) business day following delivery to a courier.

10.6 Force Majeure. Except for any payment obligations, neither party will be liable for failure to perform any obligation under this Agreement to the extent such failure is caused by a force majeure event (including acts of God, natural disasters, war, civil disturbance, action by governmental entity, strike and other causes beyond the party's reasonable control). The party affected by the force majeure event will provide notice to the other party within a commercially reasonable time and will use commercially reasonable efforts to resume performance as soon as practicable. Obligations not performed due to a force majeure event will be performed as soon as reasonably possible when the force majeure event concludes.

10.7 Governing Law, Venue. This Agreement shall be governed in accordance with and interpreted under the laws of the State of Delaware without giving effect to its choice of law provisions. Without limiting either Party's obligations toward alternative dispute resolution, any action, suit, or other proceeding brought by either Party against the other Party shall be brought in a State or Superior court or the United States District Court of competent jurisdiction in Kent County, Delaware. Both Parties hereby submit to the exclusive jurisdiction of such courts and waive any objection to jurisdiction or venue in any such proceeding. The provisions of the U.C.C. and U.C.I.T.A. shall not apply to this Agreement or any Order Form hereunder.

10.8 Language and Translations. ConstructConnect may provide translations of this Agreement or other terms or policies. Translations are provided for informational purposes and if there is an inconsistency or conflict between a translation and the English version, the English version will control.

10.9 Waiver. The waiver by either party of any breach of any provision of this Agreement does not waive any other breach. The failure of any party to insist on strict performance of any covenant or obligation in accordance with this Agreement will not be a waiver of such party's right to demand strict compliance in the future, nor will the same be construed as a novation of this Agreement.

10.10 Severability. If any part of this Agreement is found to be illegal, unenforceable, or invalid, the remaining portions of this Agreement will remain in full force and effect. If any material limitation or restriction on the grant of any license to you under this Agreement is found to be illegal, unenforceable, or invalid, the license will immediately terminate.

10.11 Entire Agreement. This Agreement, which includes the language and paragraphs preceding Section 1, is the final, complete, and exclusive expression of the agreement between the parties regarding the ConstructConnect Service(s) provided under this Agreement. This Agreement supersedes and the parties disclaim any reliance on previous oral and written communications (including any confidentiality agreements pertaining to the ConstructConnect Service(s) under this Agreement) with respect to the subject matter hereof and apply to the exclusion of any other terms that the User seeks

to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. ConstructConnect hereby rejects any additional or conflicting terms appearing in a purchase order or any other ordering materials submitted by User and conditions assent solely based on the terms and conditions of this Agreement as offered by ConstructConnect. Except as explicitly permitted in this Agreement, no modification or amendment of this Agreement shall be effective unless it is in writing and signed by an authorized agent of the party against whom the modification or amendment is being asserted. In the event of an inconsistency or conflict, the order of precedence in descending order of control is as follows: (a) the Master Agreement, if any; (b) the Order Form, if any; and (c) these Terms and Conditions.