

Please read carefully.

The terms governing paid service engagements with Stacklumen LLC. Read once, reference whenever — your signed SOW and this MSA together form the contract.

VERSION	2026.2
STATUS	■ In effect
EFFECTIVE	Active for contracts signed May 11, 2026 or later
ENTITY	Stacklumen LLC
JURISDICTION	Kentucky, US
SUPERSEDES	2026.1

Why this document exists.

■ CONTEXT

After several years of contract violations, missed invoices, late cancellations, and worse, we set written standards for how Stacklumen operates with clients — so expectations are clear from day one.

■ HOW TO USE IT

This MSA covers **paid service engagements**. It supplements — and is supplemented by — your signed SOW. Where a signed SOW says something different about the same subject, the SOW controls for that engagement.

■ RELATED

For terms covering the Stacklumen App (Beta) and Client Portal, see the separate **App & Portal Terms of Use**. Site privacy, cookies, and communications policies live at stacklumen.com/legal.

Billing, cancellations & timing.

The three rails everything else rides on. Hourly rate, what happens if you walk away, and the response cadence we need from you to keep the work moving.

01

Billing & rate

All services are billed at our standard hourly rate of **\$150/hour** unless otherwise specified in writing. The rate reflects time, expertise, tooling, and the infrastructure used to deliver the work. Travel requested by you and additional expenses incurred in fulfillment of the engagement are billed at cost.

02

Cancellation

If you commit to engaging Stacklumen — verbally or in writing — and subsequently cancel or fail to proceed, a **\$250 cancellation fee** applies. Work already performed prior to cancellation is billed at the standard rate.

03

Timing

You agree to provide feedback or responses to deliverables and communications within **24–48 hours**, including weekends where feasible. Failure to comply may result in all outstanding payments becoming immediately due, and may pause the project.

[NOTE]

Specific rates, retainers, milestones, or fixed-fee structures negotiated in your **SOW override** the default hourly rate above for that engagement. **Promotional engagements** (Sprint Offers and similar) are scoped to defined deliverables; work beyond that scope — including additional revision rounds — is quoted separately at standard rates. The cancellation fee and response-time expectations apply unless your SOW says otherwise.

Content, nature of work & ethics.

How we accept new work into a live project, the legal shape of the relationship between us, and the conduct standards both sides agree to.

04

Content notice

You agree to provide at least **48 hours' notice** for any new content requests or scope changes, except in cases of genuine emergency. Emergency requests are reviewed and accepted at Stacklumen's discretion, and may carry a rush surcharge.

05

Nature of work

Stacklumen engages strictly as an **independent contractor** — not as an employee, partner, or agent. Stacklumen retains sole right to determine the manner, methods, and timing of the work. Meetings are by appointment; format and time are mutually scheduled. Nothing in the engagement grants authority over Stacklumen's internal operations or personnel.

06

Ethics & conduct

Stacklumen maintains a **zero-tolerance policy** toward consultant abuse. All communication must be respectful and professional. Statements formatted as demands without context, harassment, intimidation, discriminatory language, or hostile conduct are not tolerated and constitute material breach.

[MATERIAL BREACH]

Abusive, harassing, discriminatory, threatening, or persistently unreasonable conduct toward Stacklumen team members is a **material breach** of this MSA. Stacklumen LLC may terminate the engagement immediately upon such breach, with no refund. Completed and fully paid deliverables will be transferred at termination unless doing so creates security, legal, or safety risks.

■ 07 / INTELLECTUAL PROPERTY

IP — limited license, retained authorship.

All intellectual property created by Stacklumen during the engagement — concepts, strategies, designs, copy, content, creative assets, systems, methodologies, processes, and deliverables — remains the **exclusive property of Stacklumen LLC** at all times. You receive a license to use it, scoped to the terms below.

<p>7.A / LIMITED LICENSE</p>	<p>Stacklumen grants you a limited, non-exclusive, non-transferable license to use Stacklumen-created IP solely during the active service period and only while all invoices are current. The license is granted strictly for the business purposes defined in the engagement and automatically terminates upon completion, suspension, or termination of services for any reason — including nonpayment. On termination, all use must immediately cease unless a separate written licensing agreement is executed.</p>
<p>7.B / AUTHORSHIP</p>	<p>Stacklumen always retains all authorship rights to content created, filmed, designed, written, or otherwise generated under the engagement, regardless of whether the deliverable has been transferred for use. Authorship and copyright ownership are not transferred by payment alone.</p>
<p>7.C / NON-USE & NON-SOLICIT</p>	<p>Other agencies, employees, content creators, contractors, freelancers, or third parties may not use, adapt, reverse-engineer, reuse, or republish Stacklumen's copyrighted content — during service or after — unless expressly permitted in writing. You may not contract another firm to provide the same scope of services already covered by an active Stacklumen engagement without written consent.</p>
<p>7.D / OPTIONAL LICENSING</p>	<p>You may purchase exclusive rights to property generated, filmed, written, or otherwise created by Stacklumen at the conclusion of services through a separate written licensing agreement. Pricing is engagement-specific and quoted on request.</p>

[ENFORCEMENT] Unauthorized use constitutes **intellectual property infringement** and may result in immediate termination of services, retroactive licensing fees, injunctive relief, and legal action. The provisions of this section survive termination of the MSA for any reason.

Confidentiality, excellence & data handling.

What both sides keep private, the standard we hold ourselves to (without overpromising), and how engagement data is handled throughout and after the relationship.

08 / CONFIDENTIALITY

All materials, communications, deliverables, methodologies, internal systems, and proprietary processes shared between Stacklumen and you are **strictly confidential** unless otherwise agreed in writing. Both parties commit to discretion. **Recording of meetings, calls, screen-shares, or working sessions with Stacklumen requires prior written consent** — Stacklumen's working systems and processes are proprietary, and some are exposed to you only by virtue of the engagement. This obligation survives termination and continues for as long as the information retains commercial value or is otherwise required to be protected by law.

09 / COMMITMENT TO EXCELLENCE

Every project is guided by a commitment to excellence — accuracy, thoughtful design, and practical impact. We hold ourselves to high professional standards. **This is not a guarantee of specific outcomes, satisfaction, or commercial results.** Deliverables are accepted on the terms set out in the engagement and the SOW.

10 / DATA & SUB-PROCESSORS

During the engagement, Stacklumen may process project data using trusted sub-processors (hosting, database, email, analytics, payments). These vendors operate under contract with confidentiality and security obligations matching ours. Stacklumen **does not sell your personal information**. Communications and consent records are retained per our Site Legal & Communications Policy at stacklumen.com/legal. Operational details of Stacklumen's infrastructure model and access discipline are set out in Section 11.

[ENGAGEMENT COMMS]

Operational emails — proposals, invoices, onboarding, project updates, deliverables, access credentials, service announcements — are sent to your designated contacts as part of performing the engagement. These do not require separate marketing consent and cannot be opted out of while the engagement is active. Marketing communications require separate, affirmative opt-in.

■ 11 / INFRASTRUCTURE, SECURITY & OPERATIONS

How we host, access & protect the work.

Apps and databases need a clear operating framework — who hosts them, who can access them, what discipline applies, and what happens if Stacklumen is no longer in the picture. The following describes Stacklumen's practices; it is not a guarantee, but it is how we work.

11.A / HOSTING & INFRASTRUCTURE

Managed by default

Stacklumen-built applications and databases are deployed and managed on **Stacklumen-operated infrastructure** by default. Supabase projects live within Stacklumen's organization; transactional and notification email is sent via Stacklumen's Resend account; web hosting uses Webflow Cloud or comparable providers selected by Stacklumen. Sub-processors and their security posture are referenced in Section 10.

Infrastructure operation is included in the engagement at no separate charge unless the SOW specifies a hosting or maintenance fee. Stacklumen is responsible for keeping the application operational; Stacklumen **is not responsible** for incidents, downtime, or breaches originating with the underlying infrastructure providers.

11.C / SECURITY PRACTICES

What we actually do

Stacklumen maintains the following operating practices: two-factor authentication enforced on all team accounts with access to client infrastructure; role-based access scoped to the minimum required per project; row-level security (RLS) policies applied to database tables holding client end-user data; service-role keys stored only in deployment environment variables and never committed to source control; automated database backups configured on supported tiers; and documented same-day removal of departing team members from all client-facing systems.

No system is perfectly secure, and Stacklumen does not warrant that it is. The above describes the standards we hold; the limitation of liability in Section 13 governs the legal allocation of risk.

11.B / ACCESS & SERVICE ACCOUNTS

Our logins, scoped & minimal

To support, debug, and maintain the work, Stacklumen retains **scoped administrative access** to the applications and databases it builds, using **Stacklumen-owned service accounts** — never shared client credentials. Access is used only for: diagnosing reported issues, applying fixes and updates, responding to security incidents, and performing improvements expressly requested by you.

Stacklumen **does not browse, export, or otherwise use client end-user data** outside the scope above. Where a defect can be reproduced against test or branched data rather than production, that is preferred. Access is revoked at separation under Section 12.C or at termination of the engagement.

11.D / CONTINUITY & TRANSFER

You are not stranded

You may elect to transfer the application and underlying database to client-owned infrastructure as part of the separation process in Section 12.C, on payment of the Separation Fee. Stacklumen will assist with project transfer (Supabase project export, code handoff, configuration documentation) as part of that process.

In the event Stacklumen ceases operations or is otherwise unable to maintain the application, you are entitled to a **60-day window** from notice during which Stacklumen (or its successor) will provide a full export of project data, source code, and deployment configuration, and you may transfer the project to client-owned infrastructure **without payment of the Separation Fee**. This provision survives termination.

Authorship, license, finality & separation.

Websites and apps are a special case — they're hosted, ongoing, and typically maintained by us after launch. Four sub-sections govern the lifecycle: ownership, your license, what "delivered" means, and how to cleanly separate from Stacklumen if you choose.

A — Authorship & copyright

All websites, web applications, source code, design systems, visual assets, layouts, written content, structural architecture, and derivative components (the "Work") are **original works authored by Stacklumen** and protected under U.S. and international copyright laws. Unless expressly stated in writing and executed by Stacklumen, no Work is a "work made for hire."

Websites and apps hosted, maintained, or controlled by Stacklumen remain under its sole design, structural, and technical discretion. No third party — agencies, freelancers, contractors, consultants — may access, modify, edit, replicate, or interfere with the Work unless that individual is (1) the legal owner of the contracting business entity, or (2) a bona fide W-2 employee of that entity.

B — License grant; use & non-modification

Upon full payment, Stacklumen grants you a **perpetual, non-exclusive, non-transferable license** to use the Work for your lawful commercial purposes. This license permits you to operate, display, and commercially benefit from the Work but **does not transfer authorship, copyright, or IP rights**.

Until Section C is satisfied, Stacklumen will host and control all websites and apps, retain authority over design integrity and technical structure, and maintain exclusive rights to alter, restrict, or discontinue features. You may not duplicate, reverse-engineer, resell, sublicense, distribute, or permit third-party modification without prior written consent.

C — Separation & copyright transfer

At your election, full separation from Stacklumen's hosting, control, and licensing framework may be obtained upon payment of a one-time copyright license transfer fee of **Five Thousand Dollars (\$5,000 USD)** (the "Separation Fee"). On receipt in full, Stacklumen grants you a perpetual, transferable, exclusive copyright license — including the right to:

- + Transfer hosting and infrastructure away from Stacklumen.
- + Modify, maintain, or redesign the Work at your discretion.
- + Engage third parties to manage or alter the Work.

Stacklumen retains good-faith authorship rights — the irrevocable right to display, reproduce, and reference the Work for portfolio and promotional purposes, and to reuse non-confidential design elements and architectural concepts in future projects.

D — Delivery & revisions

Each engagement defines its deliverables and a standard of **one (1) to two (2) revision rounds** unless the SOW states otherwise. A "round" is one consolidated set of feedback against a specific deliverable, delivered within the response window in Section 01. Once a deliverable is accepted or the revision rounds are exhausted, the Work is **final**. Post-delivery changes — new features, scope expansion, additional revision rounds, redesigns — are quoted and billed separately. Defects attributable to Stacklumen's work, reported within 30 days of delivery, are corrected at no charge.

Warranty, liability & termination.

The risk allocation that backstops the engagement, and the mechanics of how either side ends it.

Warranty disclaimer

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SERVICES AND DELIVERABLES ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTIES OF ANY KIND – EXPRESS, IMPLIED, OR STATUTORY – INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

Limitation of liability

STACKLUMEN LLC SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES – INCLUDING LOSS OF PROFITS, REVENUE, GOODWILL, USE, OR DATA – ARISING OUT OF OR RELATED TO THIS MSA, EVEN IF ADVISED OF THE POSSIBILITY. STACKLUMEN'S TOTAL CUMULATIVE LIABILITY SHALL NOT EXCEED THE FEES PAID BY YOU TO STACKLUMEN UNDER THE APPLICABLE SOW IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE LIABILITY. NEITHER PARTY IS LIABLE FOR DELAYS OR FAILURES FROM CAUSES BEYOND ITS REASONABLE CONTROL.

Termination

- + **By you.** End the engagement by written notice to help@stacklumen.com. Closure does not relieve obligations incurred prior — including outstanding invoices and the cancellation fee in clause 02 where applicable.
- + **By Stacklumen.** Stacklumen may suspend or terminate immediately, with or without notice, for material breach (including conduct breach under clause 06), non-payment, suspected security incidents, legal/regulatory requirements, or discontinuation of services.
- + **Effect.** Access ceases immediately. Outstanding payment obligations and clauses that survive by their nature — IP, confidentiality, infrastructure & continuity (Section 11.D), warranty disclaimer, limitation of liability, governing law — remain in effect.

Governing law, acceptance & general.

The framework for interpreting and enforcing this MSA, and the act that binds you to it.

GOVERNING LAW	VENUE	INFORMAL RESOLUTION
Commonwealth of Kentucky, USA	State or federal courts, Fayette County, KY	Good-faith discussion for 30 days before suit

Clause 14 — Governing law & venue

This MSA is governed by the laws of the **Commonwealth of Kentucky, USA**, without regard to conflict-of-laws principles. The UN Convention on Contracts for the International Sale of Goods does not apply. Legal actions shall be brought exclusively in state or federal courts in **Fayette County, Kentucky**, and you consent to their personal jurisdiction.

Informal resolution first

Before filing any formal action, you agree to contact Stacklumen at help@stacklumen.com with a description of the dispute and proposed resolution. Both parties commit to good-faith discussion for at least **30 days** before initiating litigation. Either party may seek injunctive or equitable relief at any time without first engaging informal resolution where necessary to prevent irreparable harm.

Clause 15 — Acceptance

By engaging Stacklumen's services, representatives, agents, website, or accounts — including by signing an SOW, paying a deposit, or directing work to begin — you acknowledge and agree to this MSA in full. If you are accepting on behalf of a company or other legal entity, you represent that you have authority to bind that entity, and "you" refers to both you personally and that entity.

Entire agreement, severability, assignment

This MSA — together with any signed SOW, NDA, or other written agreement between you and Stacklumen — constitutes the **entire agreement** regarding paid services and supersedes prior or contemporaneous agreements on the same subject. If any provision is unenforceable, it will be modified to the minimum extent necessary; remaining provisions stay in force. Failure to enforce any right is not a waiver. You may not assign without Stacklumen's prior written consent; Stacklumen may assign in connection with a merger, acquisition, sale of assets, or by operation of law.

[PRIOR AGREEMENTS]

If you have an existing signed MSA or SOW with Stacklumen LLC (or its prior names — **Axom** or **Stackent**) executed before May 11, 2026, that signed agreement controls for that specific engagement. **MSA 2026.1** remains in effect for engagements signed between January 6, 2026 and May 10, 2026. This MSA (**2026.2**) applies to engagements signed on or after May 11, 2026.

CONTACT

Let's build the future together.

Anything in here unclear, surprising, or worth pushing back on? We'd rather know now. One inbox handles it all — typically a one-business-day response.

GENERAL & LEGAL info@stacklumen.com	SUPPORT & DISPUTES help@stacklumen.com	WEB stacklumen.com/legal
ENTITY Stacklumen LLC	HEADQUARTERED Lexington, Kentucky, USA	MSA EFFECTIVE FOR CONTRACTS SIGNED From May 11, 2026 or later