This Master Subscription Agreement governs each Order Form (collectively, the “Agreement”) entered into by Upwork Global Inc. (“Upwork”) and the subscriber identified in the Order Form (“Subscriber”). Any term used in this Master Subscription Agreement that is defined in the Order Form and is not otherwise defined herein shall have the meaning ascribed to it in the Order Form. The parties hereby agree:

1. DEFINITIONS. The following terms will have the meanings ascribed to the below when used in this Agreement:

a. “Affiliate” means an entity which directly or indirectly controls, is controlled by, or is under common control with Subscriber, whereby “control” (including, with correlative meaning, the terms “controlled by” and “under common control”) means direct or indirect ownership or control of more than 50% of the voting interests of Subscriber.

b. “Authorized Users” means those representatives of Subscriber that are permitted to access and use the Platform on Subscriber’s behalf.

c. “Authorized Recipients” means employees and representatives of the party receiving Confidential Information that have a bona fide need to know such Confidential Information.

d. “BYO Freelancer” means a Freelancer that Subscriber brings to Upwork’s Platform that has not (as of the time Subscriber introduces the Freelancer to the Platform) registered as a freelancer on the Platform.

e. “BYO Service Fee” means the Subscriber fee that is payable to Upwork that applies to Engagements involving a BYO Freelancer.

f. “Claims” means any and all third-party claims, suits or proceedings, including without limitation claims or actions by applicable government agencies. The term “Claims” excludes Excluded Claims.

g. “Confidential Information” means any information or materials (regardless of form or manner of disclosure) that are disclosed by or on behalf of one party to the other party that (i) are marked, flagged, or communicated as being “confidential” or “proprietary” either at the time of such disclosure; or (ii) the disclosing party orally discloses to the receiving party and identifies as being confidential or proprietary at the time of disclosure and confirms to be such in writing within 10 days after such disclosure. The term “Confidential Information” does not include any information or materials that: (a) are or become generally known or available to the public through no breach of this Agreement or other wrongful act or omission by the receiving party; (b) were already known by the receiving party; (c) are acquired by the receiving party without restriction from a third party who has the right to make such disclosure; or (d) are independently developed by or on behalf of the receiving party without reference to any Confidential Information.

h. “Custom Compliance Costs” means all third-party costs incurred by Upwork, its affiliates, or Employment Provider for any background checks, drug tests or other compliance or screening measures required by Subscriber or as required by law.

i. “Effective Date” means the later of either the “Contract Start Date” listed on the first Order Form signed by the parties or date that the first Order Form is fully executed by the parties.

j. “Employment Provider” means Upwork’s third-party employment provider(s) that are used to employ Freelancers that are classified as employees in conjunction with Upwork Payroll Services.

k. "Employment-Related Costs” means any additional employment-related costs, if applicable, for items Subscriber requires or that are required by law, including overtime, premium pay, expense reimbursements,

paid sick leave, and Affordable Care Act (ACA) health insurance contributions, paid vacation, severance, notice or termination costs, jurisdictional costs, and other similar benefits.

l. “Engagement” means an engagement for Freelancer Services and Freelancer Work Product that a Freelancer provides to a Subscriber.

m. “Enterprise Billing Services” means Upwork’s Service of issuing Freelancer Payments on Subscriber’s behalf as due for each Engagement and then billing Subscriber in arrears on a monthly basis for all such payments made on Subscriber’s behalf as further described in Section 3.a.

n. “Excluded Claims” means claims arising, in whole or in part, from (i) Subscriber’s direct engagement (whether as an employee or independent contractor) of Freelancer before, after or outside of Upwork’s Engagement of Freelancer to provide Freelancer Services to Subscriber under this Agreement, (ii) Subscriber’s direction, participation or involvement with the Freelancer or Freelancer Services, or (iii) (a) Upwork’s misclassification of a Freelancer; (b) Employment Provider’s failure to comply with applicable wage and hour laws or regulations; or (c) Upwork or Employment Provider’s failure to make a payment to Freelancer, if, with respect to part “(iii)”, the underlying misclassification, failure to comply or failure to pay was based in whole or in part on incomplete or inaccurate information provided by Subscriber or which Subscriber failed to update or was caused by Subscriber.

o. “Exclusivity Period” means the period of time that starts on the date that the Platform Freelancer is first engaged by Subscriber and which ends on the two-year anniversary of that date.

p. “Freelancer” means a user that advertises and provides its Freelancer Services on the Platform. Freelancers collectively refers to all BYO Freelancers and Platform Freelancers.

q. “Freelancer Information” means any information regarding a Freelancer on the Platform.

r. “Freelancer Payments” means all payments made by Upwork or Employment Provider on behalf of Subscriber to Freelancers in accordance with this Agreement, including expenses or bonuses authorized by Subscriber or required by law and reimbursed by Upwork or Employment Provider to a Freelancer.

s. “Freelancer Payments and Costs” collectively means Freelancer Payments, Custom Compliance Costs and Employment-Related Costs.

t. “Freelancer Services” means the services that a Freelancer has agreed to perform for Subscriber based on the Subscriber’s project post and description on the Platform.

u. “Freelancer Work Product” means all work, work product, and deliverables created by a Freelancer for Subscriber based on the Subscriber’s project post and description on the Platform.

v. “Independent Contractor Agreement” means the Independent Contractor Agreement between Upwork Talent Group Inc. and the Freelancer, in substantially the form located at www.upwork.com/legal#independent-contractor-agreement.

w. “Order Form” means the applicable enterprise order form executed by Subscriber and Upwork that references this Agreement.

x. “Platform” means the website located at www.upwork.com.

y. “Platform Content” means any content, text, images, video, audio, and other materials or information that Subscriber submits, posts, displays, or otherwise makes available on or through the Platform, including material submitted to Upwork or its representatives outside of the Platform for the purposes of being

submitted, posted, displayed, or otherwise made available on the Platform. The term “Platform Content” excludes Freelancer Work Product. For avoidance of doubt, “Platform Content” does not include Subscriber’s Confidential Information.

z. “Platform Freelancer” means a Freelancer that is not a BYO Freelancer.

aa. “Program Management Services” means Services provided by Upwork to Subscriber to help Subscriber use its Upwork account on the Platform, including without limitation, assistance by Upwork to help determine Subscriber’s project needs, suggestion of certain talent, and skills needed to complete Subscriber’s project and help Subscriber draft project posts.

ab. “Services” means Upwork’s products and services that are provided to Subscriber in connection with this Agreement, and as further set forth on the Order Form, and any Technology provided by Upwork in connection with the operation or provision of such products and services, including provisioning access to the Platform. The “Services” are separate from and do not include Freelancer Services or Freelancer Work Product.

ac. “Service Fee” means the Subscriber fee that is payable to Upwork that applies to Engagements involving a Platform Freelancer.

ad. “Talent Sourcing Services” means those Services that Subscriber may request from Upwork from time to time related to talent sourcing, which include helping generating interest in Subscriber’s job posts from Freelancers and the provision of a short list of Freelancers advertising the skills that Subscriber seeks. Any use by Subscriber of Talent Sourcing services will not alter or remove any Subscriber responsibilities under the Agreement.

ae. “Taxes” means all taxes, levies, imposts, duties, and similar governmental assessments arising in connection with this Agreement, including but not limited to sales, use, VAT, GST, income withholding, property, excise, service, transaction, privilege, occupation, and gross receipts, in addition to taxes incurred on transactions between Upwork and its affiliates or third-party subcontractors. The term “Taxes” does not include taxes levied on Upwork’s own income and property.

af. “Technology” means all ideas, concepts, inventions, systems, platforms, software, interfaces, tools, utilities, templates, forms, documentation, content, training materials, techniques, methods, processes, algorithms, know-how, trade secrets and other technologies, implementations and information.

ag. “Term” has the meaning ascribed to it in the Order Form.

ah. “UTC” means Universal Time Coordinated.

ai. “Upwork Payroll Fee” means the fee charged by Upwork to Subscriber for the provisioning of Upwork Payroll Services in connection with an Engagement.

aj. “Upwork Payroll Services” means the Service provided by Upwork whereby Employment Provider will handle certain administrative and legal requirements relating to the hiring of the Freelancer, including offering, tracking, and paying Freelancers legally-required sick leave, employment agreements, policies and notices, wage payment, payroll taxes, workers’ compensation, unemployment insurance, and the Affordable Care Act (ACA), if applicable, in addition to any other benefits required by law

2. PLATFORM AND SERVICES.

a. Platform Access. Subject to the terms and conditions of this Agreement, Upwork (i) shall use commercially reasonable efforts to make the Platform available to Subscriber and (ii) hereby grants to Subscriber and its Authorized Users a limited, terminable, non-exclusive, non-assignable, non-sublicensable, non-transferable (except as otherwise authorized herein) world-wide license to access and use the Platform to (a) find and engage Freelancers through the Platform, (b) receive, review, and approve Freelancer Services and Freelancer Work Product, and (c) approve Freelancer billing records for payment by Upwork or the Employment Provider on behalf of Subscriber. Subscriber is responsible for its Authorized Users' use of the Platform and will take reasonable steps to ensure that their use of the Platform complies with the terms of this Agreement. During the Term, Upwork may modify the features and functionality of the Platform. Subscriber hereby acknowledges that its access to and use of the Platform will be via the internet only. Subscriber shall take reasonable steps to prevent unauthorized access to the Platform, including without limitation by protecting Authorized User passwords and other login information. Subscriber shall promptly notify Upwork if it becomes aware of any unauthorized use of the Platform and will reasonably cooperate with Upwork to remediate such breaches.

b. Compliance Services.
    i. Worker Classification. Upwork will determine the appropriate worker classification (either independent contractor or employee) for each Engagement based on the information that Subscriber and Freelancer provide about the applicable Engagement between them. Determining the proper classification for a Freelancer depends on a variety of factors, including information in Subscriber's control. Subscriber will provide Upwork with all information requested that is related to the Engagement and the classification of a Freelancer in a timely, accurate, and complete manner and notify Upwork immediately if any such information changes.

    ii. Freelancer Engagement. Upwork will, based on its worker classification, either: (i) engage the Freelancer as an independent contractor or (ii) hire the Freelancer as an employee through Upwork Payroll Services. Upwork may delegate the Engagement of Freelancers (and other obligations with respect to Freelancers under this Agreement) to one or more third parties. Upwork and Employment Provider reserve the right not to engage or hire a Freelancer in their sole discretion. Upwork will cause each Freelancer classified and engaged as an independent contractor to execute an Independent Contractor Agreement. Upwork (through Employment Provider) will cause each Freelancer classified and hired as an employee to execute an employment agreement containing confidentiality and intellectual property assignment provisions that are consistent with this Agreement.

    iii. Custom Requirements. At Subscriber's request, where legally permitted by local law and the applicable worker classification and subject to separate fees, Upwork will establish and administer mutually-agreeable custom onboarding requirements, including background checks and drug tests.

    iv. Legal Compliance. Upwork or Employment Provider, as applicable, will comply with applicable laws and regulations governing the Engagement and payment of Freelancers; provided that accurate, complete, and current information regarding the engagement is provided to Upwork by Subscriber.

c. Program Management and Other Services. If Subscriber requests Program Management Services from Upwork, then Subscriber authorizes Upwork personnel to access Subscriber's Upwork enterprise account and take actions on the Platform on behalf of Subscriber as directed by Subscriber, including without

limitation, posting projects, creating Platform Content, preparing and offering contracts on the Platform to Freelancers, releasing payments, and closing such contracts upon completion of the work. All actions performed by Program Management personnel in Subscriber's Upwork enterprise account will be considered to be actions by and at the direction of Subscriber. Any use by Subscriber of Program Management Services or other services listed on the Order Form will not alter, reduce or eliminate any Subscriber responsibilities under this Agreement.

d. Affiliates. Subscriber's Affiliates are permitted to contract for Services and to use the Platform pursuant to the terms of this Master Subscription Agreement by either (i) directly entering into an Order Form with Upwork, which will be governed under the terms of this Master Subscription Agreement (an "Affiliate Order Form") or (ii) if authorized by Subscriber, using the Platform as an Authorized User under Subscriber's account. By entering into an Affiliate Order Form directly with Upwork, (a) Subscriber's Affiliate agrees to be bound by the terms of this Master Subscription Agreement as if a direct party hereto and all applicable terms that apply to "Subscriber" in this Master Subscription Agreement will be deemed to apply to the Affiliate for the purposes of its use of the Platform and Upwork's Services and (b) in the event that this Agreement terminates or expires with respect to the Subscriber, the terms of this Agreement shall still remain in effect for the Affiliate until the sooner occurrence of either the expiration of the Affiliate Order Form or termination by the Affiliate. By authorizing an Affiliate to use Subscriber's account as an Authorized User, (1) Subscriber agrees to be directly responsible for all costs and fees incurred by such Affiliate, which will be directly billed to Subscriber and (2) Subscriber will be responsible for its Affiliates' compliance with this Master Subscription Agreement. If an Affiliate of Subscriber that establishes a relationship with Upwork under this provision ceases to be an Affiliate of Subscriber, then the relevant Affiliate Order Form will terminate with respect to such Services in accordance with Section 4.d (Effect of Termination and Survival).

e. Freelancer Services.
    i. Hourly Work for Independent Contractors. For hourly work performed by Freelancers classified as independent contractors, Subscriber will have the opportunity to dispute the Freelancer billing entries as described by this paragraph. The Freelancer billing period begins Mondays at 00:00 midnight UTC and ends Sundays at 23:59 UTC (the "Weekly Billing Period"). Following each Weekly Billing Period, Subscriber has from Monday at 12 noon UTC until Friday at 23:59 UTC to review the Freelancer's billing entries, and, if applicable, their Work Diary, and file a dispute through the Platform if Subscriber disputes the hours billed by the Freelancer (the "Subscriber Review Period"). If Subscriber does not file a dispute during the Subscriber Review Period, then (i) Subscriber will be deemed to have irrevocably approved the time billed and irrevocably accepted the work performed by the Freelancer during the time reflected on the Platform and (ii) Upwork will be authorized and instructed to make payment to Freelancer for time reflected on the Platform.

    ii. Hourly Work for Employees. For hourly work performed by Freelancers classified as employees, (i) Subscriber will be deemed to have automatically approved all hours worked, including overtime and (ii) Subscriber authorizes and instructs Upwork to make payment to Freelancer for time reflected on any weekly time sheet, including overtime payments. For Freelancers engaged by Upwork or Employment Provider as employees, Subscriber agrees to comply with all applicable laws (e.g., not requiring or encouraging any Freelancer to work without recording time, not discouraging or prohibiting Freelancers from taking any meal or rest periods authorized by law) and acknowledges and agrees that overtime wages are included in the Freelancer Payments and Costs to be reimbursed by Subscriber.

iii. Milestone Work. For Engagements where Freelancer Payments are tied to the completion of milestones, Subscriber must approve or reject milestone approval requests through the Platform within 14 calendar days after such approval requests are submitted through the Platform. Subscriber acknowledges and agrees that in the event Subscriber fails to approve or reject a submitted milestone approval request within such 14 calendar day period, then (i) the Freelancer Services or Freelancer Work Product reflected in the milestone approval request will be deemed irrevocably accepted by Subscriber, and any payment associated with the milestone will be deemed irrevocably approved by Subscriber and (ii) Upwork will be authorized and instructed to make payment to Freelancer for such milestone.

iv. Arbitration with Freelancer. Subscriber understands that the applicable Independent Contractor Agreement contains an arbitration provision identifying Subscriber as a third-party beneficiary. Subscriber agrees to be bound by such provision.

f. On-Site Engagements. Subscriber is responsible for the safety and protection of Freelancers while such Freelancers are performing Freelancer Services on Subscriber's premises or at such other location(s) as designated by Subscriber. Subscriber will comply at all times with all applicable laws and regulations related to Freelancer's performance of the Freelancer Services, including without limitation, laws, and regulations related to work environment safety and conduct and laws related to illegal discrimination, harassment and retaliation.

g. Restrictions. Subscriber will not: (i) license, sublicense, sell, resell, distribute, transfer, assign or otherwise commercially exploit or make available to any third party, the Platform or the Services, except as expressly permitted herein; (ii) modify or make derivative works based on the Services or otherwise violate Upwork's intellectual property rights in the Services; (iii) reverse engineer or access the Services for any reason that is not expressly authorized under this Agreement, including in order to (a) build a competitive product or service or access the Services for the purposes of monitoring performance, availability, functionality, or for any benchmarking or competitive purposes, (b) build a product using similar ideas, features, functions or graphics of the Service, or (c) copy any ideas, features, functions or graphics of the Services; (iv) transmit information that identifies or relates to natural persons or confidential financial information through the Platform; (v) submit or post Platform Content or other material to the Platform that is fraudulent, discriminatory, abusive, spamming, infringing, obscene, threatening, defamatory, unlawful, tortious, or otherwise objectionable to a reasonable person; (vii) submit or post Platform Content or other material to the Platform that violates applicable law or the privacy rights, publicity rights, or intellectual property rights of any third party (vi) submit or post Platform Content or other material to the Platform that contains viruses, worms, Trojan horses, spam, or other harmful computer code, files, scripts, agents, or programs; (vii) interfere with or disrupt the integrity or performance of the Services or the data contained in it, including engaging in denial of service attacks; (viii) attempt to gain unauthorized access to the Services or its systems or networks; or (ix) use the Services in violation of applicable law. Subscriber will not encourage any third party to violate these restrictions. Although Upwork is not responsible for Subscriber's Platform Content, it is permitted to monitor Platform Content and reserves the right to delete any Platform Content (in whole or in part) that Upwork determines in its reasonable discretion violates this provision or any other part of this Agreement or which is inappropriate.

h. Upgrading/Downgrading. In the event that Subscriber decides to Upgrade or Downgrade (as those terms are defined below), then, in addition to such other terms as the parties may need to agree to in connection with such Upgrade or Downgrade, Subscriber authorizes Upwork to migrate Freelancer contracts related to existing Engagements between service tiers by opening a new contract on the new service tier and then

closing the old contract on the old service tier. If no end date is indicated on the old contract, the new contract will be established with a six month duration. In the event the old contract is either (i) a fixed price contract with no incomplete milestones or (ii) an hourly contract that has not had payments made under it over the past six months, then the old contract will only be closed on the old service tier and a new contract will not be entered into on the new service tier. Subscriber acknowledges that it will not be able to leave feedback for Freelancers for Engagements under contracts that are closed by Upwork pursuant to this provision. For the purposes of this provision, “Upgrade” means Subscriber’s election to utilize the Platform in a higher service tier and “Downgrade” means Subscriber’s election to utilize the Platform in a lower service tier.

3. FEES AND PAYMENTS.

a. Enterprise Billing Services. Upwork will make, or cause to be made, Freelancer Payments and Costs on behalf of Subscriber in accordance with this Agreement. Upwork will bill Subscriber in arrears on a monthly basis for all such payments made by Upwork and all applicable fees and costs. Subscriber’s ability to use Enterprise Billing Services described in this Section is subject to Upwork’s approval of a credit limit for Subscriber and limited by the amount of that approval. Upwork may at any time without notice, grant, deny, limit, extend, withdraw, increase or decrease credit to Subscriber at its sole discretion.

b. Billing and Payment. Subscriber shall pay Upwork the fees set forth in the Order Form in accordance with the terms and conditions contained therein, in addition to all Freelancer Payments and Costs. Subscriber shall pay all invoices within the time period stated on the Order Form, measured from the date of the invoice. Payment obligations are non-cancelable and non-refundable. Any late payments are subject to a finance charge equal to the lesser of 2% per month or the maximum permitted by law, plus reimbursement for collection expenses. All amounts specified in the Order Form are in U.S. dollars. All amounts hereunder will be invoiced in, and must be paid in, U.S. dollars. The pricing during any Renewal Term will be the same as that during the prior Term period unless Upwork provides written notice of a price change at least 30 days before any renewal notice is due, in which case the pricing increase will be effective upon the commencement of the subsequent Renewal Term. Billing for any pricing increases will commence in the month following the renewal month in which the Order Form was renewed.

c. Freelancer Service Fee. Upwork normally charges Freelancers a fee stated on the Platform. However, if a Freelancer is a BYO Freelancer or if the Freelancer is engaged via Upwork Payroll Services, Upwork will not charge such fee to the Freelancer for any work the Freelancer performs for Subscriber as a BYO Freelancer or via Upwork Payroll Services.

d. Upwork Payroll Services. If Subscriber requests Upwork to hire a Freelancer classified as an employee via the Upwork’s Payroll Services, Subscriber will pay the applicable Upwork Payroll Fee. Employment Provider will enter into an employment relationship with the applicable Freelancer that governs the provisioning of Freelancer Services and Freelancer Work Product. In such case, the standard Service Fee or BYO Service Fee, as applicable, will be applied to (i) Freelancer Payments and Costs and (ii) the Upwork Payroll Fee. The Upwork Payroll Fee, as stated in the Order Form, applies to Freelancers located in the United States only. The Upwork Payroll Fee for international Freelancers varies by country. The Upwork Payroll Fee and all Employment-Related Costs will be provided to Subscriber for approval prior to the Employment Provider hiring the relevant Freelancer.

e. Taxes. All fees and charges payable in connection this Agreement or an Order Form are exclusive of Taxes. Subscriber will be responsible for promptly paying or reimbursing, as the case might be, all Taxes arising in connection with this Agreement (without any offset or deduction to the fees paid to Upwork). For countries

where Upwork is not registered to collect indirect Taxes, Subscriber will pay such Taxes via reverse charge mechanism to the appropriate tax authority. Subscriber will reimburse Upwork for any deficiency relating to Taxes that are Subscriber's responsibility under this Agreement. The parties will cooperate in good faith to minimize Taxes to the extent legally permissible and will provide each other with any applicable Tax exemptions or certificates as reasonably requested and notify the other party if any such exemption or certificate is subsequently revoked or modified. If applicable, Subscriber shall communicate to Upwork its VAT or GST identification number(s) attributed by (i) the country where Subscriber has established its business or (ii) any other country where Subscriber has established a fixed establishment to which Upwork's Services are provided. Upwork shall consider the Services under this Agreement to be for Subscriber's business use and provided to the location(s) of the Subscriber as identified by the provided VAT or GST identification number(s). Upon request, Subscriber shall promptly provide Upwork with proof of direct Tax payments made to applicable authorities. Subscriber shall promptly pay or reimburse Upwork for all costs and fines related to any liability incurred by Upwork as a result of Subscriber's non-compliance or delay with its responsibilities herein. Subscriber's obligation under this Section will survive the termination or expiration of this Agreement.

f. Purchase Order. Notwithstanding any other provision in this Agreement, if Subscriber requires a purchase order to issue payment under this Agreement and Upwork has not received a copy of such purchase order, Upwork reserves the right to suspend Subscriber's access to the Platform until such purchase order has been received. If Subscriber requires a valid purchase order number to be attached to or entered in an invoice submission to Subscriber's portal, but a valid purchase order has not been provided to Upwork in a timely manner, the net payment terms in the Service Order will be based on the date of the invoice generated by Upwork and not the date of invoice submission to Subscriber's portal.

g. Non-Circumvention. If an employee or agent of Subscriber directly or indirectly engages the services of a Platform Freelancer that Subscriber found on the Platform through a source other than Upwork within two years after the date that such Platform Freelancer is first engaged by Subscriber, then Subscriber agrees to pay Upwork $10,000 for each such Freelancer. If upon Subscriber's request, Upwork finds a Freelancer that was not on the Platform and Subscriber engages such Freelancer through a source other than Upwork, Subscriber agrees to pay Upwork $10,000 for each such Freelancer. This provision shall not apply to (i) BYO Freelancers or (ii) Freelancers responding to Subscriber's indirect solicitations (such as employment agency referrals and internet job postings).

4. TERM AND TERMINATION.

a. Term. This Master Subscription Agreement will begin on the Effective Date and will continue for the duration of the initial term length specified in the Order Form. Unless sooner terminated in accordance with the terms of this Master Subscription Agreement, this Master Subscription Agreement will expire one year after the expiration of the last Order Form.

b. Termination for Convenience. Upon a material breach of this Agreement by either party, the non-breaching party may terminate this Agreement immediately if such default continues and is not remedied within 30 days following written notice of default from the non-breaching party. Either party will have the right to terminate this Agreement immediately if the other party (i) becomes subject to any bankruptcy or insolvency proceeding under federal or state statute that is not dismissed within 30 days, (ii) becomes subject to direct control by a trustee, receiver or similar authority, or (iii) has wound up or liquidated, voluntarily or otherwise. Notwithstanding the foregoing, Upwork has the right to immediately suspend or terminate Subscriber's account and this Agreement if Upwork does not receive payment from Subscriber by the due date in this Agreement and all amounts owed under the Agreement will become immediately due.

c. Post-Termination Obligations. If Subscriber's subscription to the Services or this Agreement ends early for any reason other than Subscriber's termination pursuant to Section 4.b (Termination for Cause), then, in addition to other amounts Subscriber may owe Upwork, Subscriber will be responsible for paying any unpaid Subscription fees associated with the remainder of the current Term.

d. Effect of Termination and Survival. As of the date either party provides notice of termination to the other, Subscriber will no longer be able to enter into new Engagements via the Platform. All projects in a working status as of the date such notice is provided (each a “Final Engagement”) will remain active until completed, even if completion of the Final Engagement follows the termination date, unless otherwise agreed by the parties and the affected Freelancer(s). Notwithstanding any termination of this Agreement, Subscriber remains responsible for payment of all fees and payments owed to Upwork under this Agreement, including any Freelancer Payments and Costs. The Sections and Subsections titled “Fees and Payments”, “Effect of Termination and Survival”, “Intellectual Property”, “Representations, Warranties and Disclaimers”, “Confidentiality”, “Indemnification”, “Limitation of Liability”, “Miscellaneous” and all of Subscriber’s outstanding obligations, will survive any termination or expiration of this Agreement.

5. INTELLECTUAL PROPERTY.

a. Ownership of the Platform and Services. All rights in and to the Platform and Services, including any modifications made thereto and derivatives thereof, exclusively belong to and at all times will remain the sole and exclusive property of Upwork. All rights not expressly granted to Subscriber and its Authorized Users with respect to the Platform and Services are reserved by Upwork. Subscriber will not take or permit any third party to take any action with respect to the Platform or Services that is not expressly authorized under this Agreement.

b. Platform Content. Subscriber hereby grants (and represents and warrants that it has the right to grant) Upwork a non-exclusive, worldwide, perpetual, full-paid, royalty-free, transferable, and sublicenseable license to use, sell, sublicense, reproduce, distribute, disclose, perform, display, prepare derivative works of, and otherwise exploit Subscriber’s Platform Content for any lawful purpose.

c. User Feedback. Upwork will own and have a royalty-free right to exploit any feedback, insights, and suggestions provided by or on behalf of Subscriber to Upwork concerning the functionality, features, and performance of the Platform, including without limitation the identification of errors or bugs or any suggested fixes or workarounds, improvements, modifications, or enhancements (“User Feedback”). Subscriber agrees that its provision of any User Feedback will be gratuitous, non-confidential, unrestricted, and made without any right to receive any compensation in return.

d. Ownership of Freelancer Work Product. Ownership of all Freelancer Work Product will be governed by the Independent Contractor Agreement or employee agreement with the Freelancer, as applicable, both of which will contain a provision that requires a Freelancer to assign all ownership rights in Freelancer Work Product to Subscriber. Upwork will not own any Freelancer Work Product. In the event that ownership rights in Freelancer Work Product arising from an Engagement accrue to the benefit of Upwork, Upwork hereby assigns such rights to Subscriber.

6. REPRESENTATIONS, WARRANTIES, AND DISCLAIMERS.

a. Representations and Warranties. Each party represents and warrants that: (i) it is an entity that is duly organized and validly existing under the laws of the jurisdiction in which it is established; (ii) it has full power

and authority, and has obtained all required approvals, permissions and consents necessary, to enter into this Agreement and to perform its obligations hereunder; (iii) this Agreement is legally binding upon it and enforceable in accordance with its terms; and (iv) the execution, delivery and performance of this Agreement does not and will not conflict with any agreement, instrument, judgment or understanding, oral or written, to which it is a party or by which it may be bound.

b. Subscriber Acknowledgements. Other than as stated in this Agreement, Subscriber expressly acknowledges, agrees, and understands that: (i) Upwork is not a party to the dealings between Subscriber and Freelancer, including posts, proposals, selection, contracting, and performance of Freelancer Services or provisioning of Freelancer Work Product; (ii) Upwork does not, in any way, supervise, direct, or control the Freelancer or Freelancer Services; (iii) Upwork makes no representations as to the quality, security, or legality of any Freelancer Services or Freelancer Work Product, and Upwork disclaims any and all liability relating thereto; (iv) Upwork merely makes the Platform available to enable Freelancers to identify and determine the suitability of clients at Freelancers' discretion and to enable clients, such as Subscriber, to identify and determine the suitability of Freelancers at Subscriber's discretion; (v) Upwork does not set Freelancer's work hours, work schedules, or location of work, nor is Upwork involved in determining if the Freelancer fees will be set at an hourly or fixed rate; (vi) Upwork will not provide Freelancer with training or any equipment, labor, or materials needed to complete their work; (vii) Upwork does not provide the premises at which the Freelancer will perform the work; and (viii) if there is a dispute between Subscriber and Freelancer, that dispute is solely between Subscriber and the Freelancer and Upwork will not be responsible or liable with respect to such dispute. Upwork makes no representations about and does not guarantee the truth or accuracy of Freelancer's listings on the Platform; the ability of Freelancers to deliver the Freelancer Services; or that Subscriber or Freelancer can or will actually complete a transaction.

c. Upwork Payroll Services. In addition to Subscriber's responsibilities set forth herein, if a Freelancer is classified as an employee by Upwork, then Subscriber shall: (i) not request or allow the Freelancer to commence work until Subscriber receives notice from Upwork or its Employment Provider that employment paperwork has been completed and employment has started; (ii) absent exigent circumstances, (a) provide at least 72 hours advance notice (or longer, if required under applicable law) before terminating a worker's employment assignment, or (b) immediately provide notice of any voluntary termination; otherwise, Subscriber will be responsible for any penalties or costs for violating or complying with laws governing final paycheck requirements; and (iii) immediately inform Upwork of any request for a leave of absence or disability accommodation or if Subscriber becomes aware of a potential disability or need for leave or accommodation and provide any legally protected accommodation or leave.

d. Actions Affecting Freelancers. Subscriber represents and warrants (i) that its benefit plans for U.S.-based employees (including without limitation retirement plans, insurance plans, stock plans, stock option plans, and any plan governed by the Consolidated Omnibus Reconciliation Act (COBRA), the Health Insurance Portability and Accountability Act (HIPAA), and the Employee Retirement Income Security Act (ERISA)) all contain provisions expressly excluding eligibility for individuals who are not paid directly by Subscriber or an affiliate of Subscriber; (ii) that it will not direct or exercise any control over a Freelancer that is classified as an independent contractor; and (iii) that it will not enter into any agreement or provide Freelancers with any document, including provision of a code of conduct or amendment of contract terms, that could affect the classification of a Freelancer without prior written approval from Upwork.

e. Freelancer Information. Upwork does not independently evaluate, investigate, or otherwise conduct any due diligence regarding Freelancers, their resumes, qualifications, skills, background, or prior experience. Accordingly, Upwork makes no representations as to the reliability, capability, background, identity or

qualifications of any Freelancer. Freelancer Information posted on or to the Platform (including the Talent Cloud), is intended to be illustrative only and is not intended to be a guarantee or warranty on the part of Upwork. Upwork is not responsible for and will have no liability for Subscriber's use of or reliance on any Freelancer Information, and Subscriber acknowledges and agrees that Subscriber will be solely responsible for undertaking the necessary research and due diligence to evaluate Freelancer Information and has the proper knowledge, skill, and experience to evaluate Freelancer Information.

f. Disclaimer. UPWORK, ITS AFFILIATES, AND SUBCONTRACTORS HEREBY EXPRESSLY DISCLAIM ANY AND ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING THOSE OF ACCURACY, SYSTEM INTEGRATION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, VALIDITY, NON-INFRINGEMENT, THOSE ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE WITH RESPECT THERETO, THOSE MADE BY A FREELANCER TO SUBSCRIBER OR RELATING TO ANY FREELANCER SERVICE OR FREELANCER WORK PRODUCT. THE SERVICES PROVIDED UNDER THIS AGREEMENT ARE PROVIDED "AS IS" AND WITH ALL FAULTS. LIABILITY FOR FREELANCER'S WORK PRODUCT AND THE FREELANCER SERVICES ARE SOLELY THAT OF THE FREELANCER. NEITHER UPWORK NOR ANY OF ITS AFFILIATES OR SUBCONTRACTORS HAVE ANY RESPONSIBILITY FOR FREELANCER SERVICES OR FREELANCER WORK PRODUCT.

7. CONFIDENTIALITY.

a. Obligations and Restrictions. The receiving party will: (i) keep the disclosing party's Confidential Information confidential; (ii) not disclose such Confidential Information to any third party other than an Authorized Recipient without the disclosing party's prior written permission; (iii) exclusively use such Confidential Information for its intended purpose; and (iv) not remove any copyrights, trademark notices, or other indications of confidentiality from such Confidential Information. The receiving party may disclose Confidential Information to Authorized Recipients provided that each such Authorized Recipient is bound by confidentiality obligations that are at least as restrictive as the terms contained in this Agreement. The receiving party is responsible for its Authorized Recipients' use and disclosure of Confidential Information and will take reasonable steps to ensure their compliance with this Agreement. Subscriber acknowledges that Freelancers working on their Engagements will have access to Confidential Information that is shared through the Platform with respect to such Engagements. Subscriber authorizes Upwork to collect data related to Subscriber's use of the Services and Platform, to de-identify (with respect to Subscriber and any user) any such data, and to use and disclose any such data that is not identifiable to a specific person or to Subscriber.

b. Compelled Disclosure. This Agreement does not prohibit a party from complying with (but only to the extent of) a valid legal requirement to disclose Confidential Information, but such party must make reasonable efforts to give the other party reasonable advance notice of such requirement.

c. Return of Confidential Information. Upon termination of this Agreement or at the disclosing party's request, the receiving party will promptly return or destroy the disclosing party's Confidential Information that is in its or its Authorized Recipients' possession (including materials containing or based upon such Confidential Information). Upon request, the receiving party will also certify in writing its compliance with this provision. However, each party is permitted to retain a copy of any Confidential Information to the extent required by law or as automatically archived pursuant to standard backup processes provided that, notwithstanding the expiration of this Agreement, the terms of this Agreement will continue to apply to any Confidential Information that remains in the possession of the receiving party or its Authorized Recipients for as long as it remains in their possession.

d. Equitable Relief. The receiving party acknowledges that the unauthorized use or disclosure of the disclosing party's Confidential Information may cause the disclosing party irreparable harm and significant damages that may be difficult to calculate. Therefore, the disclosing party will have the right to seek equitable relief to prevent or stop any actual or threatened unauthorized use or disclosure of its Confidential Information in addition to any other rights and remedies that it may have.

8. INDEMNIFICATION.

a. Indemnification by Upwork. Upwork will indemnify, defend, and hold harmless Subscriber and its directors, officers, agents and employees from and against any losses, costs, damages, liabilities, judgments, or settlements awarded for Claims arising out of, resulting from or in connection with any infringement or alleged infringement of U.S. intellectual property rights due to Subscriber's use of the Platform or Services, excluding infringement or alleged infringement that arises or results from (i) Subscriber's use of the Services or Platform in a way not authorized by Upwork; (ii) any modification to the Platform made by Upwork under specifications provided by Subscriber; (iii) use of the Services or Platform in combination with any other service, platform, process, or materials with which the Services or Platform is not intended to be combined; (iv) Subscriber's continued use of the infringing or allegedly infringing Services or Platform after Subscriber has been provided with modifications or other remedies to avoid the alleged infringement; (v) Platform Content; (vi) Freelancer Services; or (vii) Freelancer Work Product.

b. Worker Classification Indemnification by Upwork. Upwork will indemnify, defend, and hold harmless Subscriber and its directors, officers, agents and employees from and against any and all losses, damages, liabilities, judgments, or settlements awarded for Claims to the extent caused by: (i) Upwork's misclassification of a Freelancer under applicable employee/contractor classification laws and regulations; (ii) Upwork or Employment Provider's failure to make, when due, a payment to a Freelancer related to this Agreement; (iii) Employment Provider's failure to comply with applicable wage and hour laws or regulations; or (iv) Employment Provider's violation of any law or regulation related to workplace safety or conduct, including laws related to illegal discrimination or harassment.

c. Indemnification by Subscriber. Subscriber will indemnify, defend and hold harmless Upwork and its directors, officers, agents and employees from and against any and all Claims, and/or any and all losses, costs, damages, liabilities, judgments, or settlements awarded for such Claims to the extent arising out of, resulting from or in connection with (i) Subscriber's violation of any law or regulation, including laws related to illegal discrimination or harassment; (ii) misclassification of a Freelancer under applicable employee/Freelancer classification laws and regulations based on inaccurate or incomplete information provided to Upwork by Subscriber or which Subscriber failed to update or was caused by Subscriber; (iii) Subscriber's failure to comply with applicable wage and hour laws or regulations or any such failure by Upwork or the Employment Provider based on inaccurate or incomplete information provided by Subscriber or which Subscriber failed to update or was caused by Subscriber; (iv) the misuse or unauthorized use of the Platform; (v) Subscriber's direction, participation or involvement with the Freelancer or Freelancer Services; or (vi) Subscriber's breach of its obligations in Section 6.d (Actions Affecting Freelancers).

d. Indemnification Requirements. The indemnification obligations of each party (the "Indemnifying Party") are contingent upon the other party (the "Indemnified Party") providing the Indemnifying Party with: (i) prompt written notice of any Claim for which indemnification may be sought under this Agreement; (ii) control over the defense and settlement of any such Claim with counsel of the Indemnifying Party's choice; and (iii) proper and full information and assistance, at the Indemnifying Party's expense and request, to settle or defend any such Claim. Each Indemnified Party will be entitled to participate in, through its own counsel at its own cost

and expense, but not to determine or conduct, any defense or settlement of a Claim.

9. LIMITATION OF LIABILITY. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR LOST PROFITS OR CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY (INCLUDING NEGLIGENCE), EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR (I) AMOUNTS DUE UPWORK FROM SUBSCRIBER UNDER THIS AGREEMENT, (II) AMOUNTS PAYABLE TO THIRD PARTIES PURSUANT TO INDEMNIFICATION OBLIGATIONS HEREIN AND (III) BREACHES OF CONFIDENTIALITY UNDER SECTION 7.a WITH RESPECT TO CONFIDENTIAL INFORMATION, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR AN AMOUNT GREATER THAN THE TOTAL FEES PAID BY SUBSCRIBER TO UPWORK DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM FOR WHICH LIABILITY IS SOUGHT TO BE IMPOSED. SUBSCRIBER ACKNOWLEDGES THAT THE AMOUNTS PAYABLE UNDER THIS AGREEMENT ARE BASED IN PART ON THESE LIMITATIONS, AND FURTHER AGREES THAT THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

10. MISCELLANEOUS.

a. Records and Audit. Upwork will maintain reasonable records related to the engagement of Freelancers under this Agreement (“Engagement Records”) for at least five years following the termination of the Freelancer’s work for Subscriber. Subject to restrictions imposed by laws and regulations related to the privacy of the Freelancer, for the duration of the Term, Subscriber, at its sole cost and expense and no more than once per calendar year, may audit Engagement Records at any time during Upwork’s normal business hours after providing Upwork with 15 days’ written notice of such audit. Such Engagement Records will automatically be deemed Upwork’s Confidential Information and any outside auditor engaged by Subscriber with respect to such audit will (i) be reasonably acceptable to Upwork; and (ii) enter into a confidentiality and non-use agreement in such form provided by Upwork with respect to the Engagement Records. Subscriber will conduct audits in a manner that is designed to minimize disruptions to Upwork’s business operations. If errors are identified by an audit, then Upwork shall take prompt action to correct such errors.

b. Service Delivery. Notwithstanding any other provision in this Agreement, Upwork has the right, in its sole discretion, to provide the Platform and one or more of its Services through Upwork, an Upwork Affiliate, or a third-party subcontractor. Upwork will at all times remain responsible for its Affiliates’ or subcontractors’ compliance with the terms of this Agreement.

c. Governing Law. The laws of California will govern this Agreement and its interpretation without reference to its principles of conflicts of laws, provided, however, that any Claims made by any Freelancer located within the United States will be governed by the law of the state in which such Freelancer resides. All disputes arising out of this Agreement between the parties will be subject to the exclusive jurisdiction of and a venue located in the federal or state courts of Santa Clara County, California. Subscriber hereby consents to the personal and exclusive jurisdiction and venue of these courts and waives any objection (and right to object) to such venue or jurisdiction on the basis that such forum is an inconvenient forum.

d. Assignment. Neither party will be permitted to assign this agreement to a third party other than an affiliate or successor to its business or assets without the other party’s prior written consent. For avoidance of doubt, this clause does not restrict (or require consent in connection with) the transfer or assignment of this Agreement in connection with a merger, sale of assets, sale of stock, reorganization or otherwise by a party.

e. Entire Agreement. This Agreement represents the entire agreement between the parties, and supersedes all

prior agreements and understandings with respect to the matters herein. Subject to the terms of this Agreement, no amendment to this Agreement will be effective unless in writing signed by both parties; provided, however, Upwork may amend the Independent Contractor Agreement from time to time in its sole discretion in light of legal requirements or changes to the Platform provided no such modification adversely changes the rights or obligations of Subscriber. This Agreement hereby incorporates by reference all policies posted on the Platform, as may be modified by Upwork from time to time in its sole discretion. In the event of a conflict between this Agreement and the other policies, this Agreement will control. In the event of a conflict between this Agreement and an Order Form, the terms of the Order Form will govern to the extent of the conflict. The parties may execute this Agreement in counterparts, which taken together will constitute one instrument. No provision of any pre-printed order form, purchase order, click-through process, or other business form employed by Subscriber will supersede the terms and conditions of this Agreement, and any such document relating to this Agreement will be for administrative purposes only and will have no legal effect.

f. Force Majeure. Excluding Subscriber's obligation to make payments to Upwork and to reimburse Upwork hereunder, both parties will be excused from performance under this Agreement to the extent that either party is prevented from performing or is unable to perform any of its obligations under this Agreement as a result of causes beyond its reasonable control, including without limitation, any act of god, fire, casualty, flood, earthquake, war, strike, lockout, epidemic, destruction of facilities, riot, insurrection, material unavailability, telecommunications or internet failures, acts of the government, governmental requirements and regulations or restrictions imposed by law, if such party has used its commercially reasonable efforts to mitigate its effects, such party will give prompt written notice to the other party. In such event, the time for the performance will be extended for the period of delay or inability to perform due to such occurrences.

g. Severability. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, then such provision will be deemed to be severed from this Agreement and have no legal effect. Provided that the fundamental terms of this Agreement remain valid and enforceable following such severance, the remaining provisions of this Agreement will remain in full force and effect and binding upon the parties.

h. Waiver. The waiver of one breach or default or any delay in exercising any rights hereunder will not constitute a waiver of any subsequent breach or default of such rights.

i. Notices. All notices permitted or required under this Agreement must be in writing and will be delivered by electronic mail, in person or mailed by first class, registered or certified mail, postage prepaid, or by any nationally reputable overnight courier able to provide a receipt of delivery, to the address of the party specified in this Agreement, such other address as either party may specify in writing or such address the party sending the notice has on file. Such notice will be deemed to have been given upon receipt.

j. Independent Contractor. Neither party will be deemed to be an agent of the other party and the relationship between the parties will only be that of independent contractors. Neither party will have any right or authority to assume or create any obligations or to make any representations or warranties on behalf of any other party, whether express or implied, or to bind the other party in any respect whatsoever.

k. Compliance with Law. Each party is responsible for and will comply with all laws and regulations that are applicable to their respective businesses, including Subscriber with respect to its use of the Platform and Engagement of Freelancers.

l. Export Law Assurances. Subscriber understands that the deliverables provided to Subscriber under this Agreement may be subject to export control laws and regulations. SUBSCRIBER MUST NOT EXPORT OR

RE-EXPORT ANY FREELANCER WORK PRODUCT OR ANY INFORMATION OR TECHNOLOGY UNDERLYING THE FREELANCER WORK PRODUCT OR FREELANCER SERVICES EXCEPT IN FULL COMPLIANCE WITH ALL UNITED STATES AND OTHER APPLICABLE LAWS AND REGULATIONS, INCLUDING WITHOUT LIMITATION, UNITED STATES EXPORT CONTROL LAWS.

m. Costs. If any action at law or in equity (including arbitration) is necessary to enforce or interpret the terms of this Agreement, the prevailing party will be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.