

SERVICES AGREEMENT

This services agreement (the “Agreement”) is by and between Remotely Works, Inc., a Delaware corporation (“Service Provider”) and the client entering into one or more Order Forms with Service Provider (“Client” and together with Service Provider, the Parties”) and is effective as of the effective date of the Order Form by and between the parties (the “Effective Date”).

WHEREAS, Service Provider is in the business of staffing specialized technology professionals that provide engineering services; and

WHEREAS, Client desires to engage Service Provider to staff such professionals for Client.

NOW THEN, for and in consideration of the mutual promises and covenants herein contained, the Parties agree as follows:

1. SERVICES

Subject to the terms and conditions of this Agreement, Service Provider will use reasonable efforts to source, interview, hire, and scale a team of engineering and development personnel (collectively, the “Development Team” and each individual, a “Development Team Member” or “Development Team Lead”) to perform work for Client, as set forth in a mutually agreed order form(s) (“Order Form(s)”) between the parties, in accordance with and subject to the terms in the body of this Agreement. The Development Team Members will be located outside of the US, and Client is aware that there will likely be a time-zone difference. Upon selection of a Development Team by the Client, the Development Team will act as personnel of the Service Provider (or its affiliates) to perform work as instructed by Client. In turn, Service Provider shall pay the Development Team their agreed upon wages and salaries, make all necessary withholdings, and administer all mandatory benefits and insurances required under the laws applicable to the Development Team. Service Provider may additionally provide Equipment (as defined below) for Development Team Members to use in connection with services to Client. Client acknowledges and agrees that it is solely responsible for the instruction, supervision, management, and review of the Development Team and for ensuring that the Development Team complies with all Client policies and agreements. In the event of any Development Team Member’s material failure to perform services in conformance with Client’s expectations, agreements, or policies, Client shall promptly notify Service Provider of such failure and (in the event of deficient performance) provide a written performance improvement plan to the applicable Development Team Member and Service Provider. The services provided by Service Provider under this Section will be referred to as the “Services.” For avoidance of doubt, the Services do not include supervision, management, and review of the Development Team or its Work Product (as defined below).

2. SELECTION OF PERSONNEL

The Service Provider will use commercially reasonable efforts to select reasonably

skilled and qualified software engineering and development candidates for the Development Team. After Service Provider selects candidates for the Development Team, Client must conduct its own interview of any candidate. Service Provider will exercise reasonable efforts to ensure that the Development Team consists of candidates approved by Client, such approval not to be unreasonably withheld, and provided that such approval (or lack thereof) does not result in a violation of any applicable employment or discrimination laws, rule or regulations. Notwithstanding anything to the contrary herein, Service Provider makes no guarantees that any Development Team Member will remain a member thereof. If Service Provider's relationship with a Development Team Member ends for any reason other than Client's termination of a Development Team Member, Service Provider will, subject to the terms of the applicable Order Form, use good faith, reasonable efforts to contract with a suitable replacement within 90 days of such relationship ending, and such occurrence will not be considered a breach of this Agreement by Service Provider. Client shall have the right to request in writing that any Development Team Member cease performing services to Client at any time, provided that if Client makes such request more than ninety (90) days after such Development Team Member's commencement of such services, Client shall pay to Service Provider the Severance Fee set forth in the Order Form for such Development Team Member. If Client requests in writing to stop receiving services from a specific Development Team Member, Service Provider will ensure that such member ceases performing work for the Client, provided that this decision does not result in a violation of any applicable employment or discrimination laws, rules or regulations.

3. TERM AND TERMINATION

(a) The Initial Term of this Agreement will start on the Effective Date and end on the six (6) month anniversary of the Effective Date (the "Initial Term"). Thereafter, this Agreement shall continue indefinitely, unless earlier terminated pursuant to this Section 3 (the "Subsequent Term") and together with the Initial Term, the "Term").

(b) During the Term, if either party materially breaches this Agreement (including failure to make any payment hereunder), the other party may terminate this Agreement by giving thirty (30) days' (five (5) days' in the case of nonpayment) written notice of such breach, unless the breach is cured within the notice period. Additionally, either party may terminate this Agreement immediately upon written notice if the other party becomes insolvent, admits in writing its inability to pay its debts as they mature, makes an assignment for the benefit of creditors, or becomes subject to direct control of a trustee, receiver or similar authority, or becomes subject to any bankruptcy or insolvency proceeding under federal, state or foreign statutes which is not rescinded or dismissed within sixty (60) days. Following the Initial Term, Service Provider or Client may also terminate for any reason or no reason upon ninety (90) days' prior written notice to the other and provided Client pays Service Provider all amounts due or accrued as of such termination, as well as any costs associated with termination of this Agreement.

(c) Upon any expiration or termination of this Agreement, all corresponding rights, obligations and licenses of the parties under this Agreement shall cease, except that the provisions of this Section 3(c), Section 6, Section 7, Section 9, and any payment obligations

that accrued prior to the effective date of termination shall survive. Upon termination or upon Client's request at any other time, Service Provider will deliver to Client all Client Materials, Work Product, and Confidential Information in its possession to Client; provided, however, that Client acknowledges that Service Provider does not and will not possess Client Materials, Work Product, and Confidential Information held or used by the Development Team in the course of their services to Client.

4. BILLING PROCEDURES & COMPENSATION

(a) Client agrees to pay Service Provider the applicable Remotely Works Access Fee, Payroll Fee, Severance Fee, and Non-Solicitation Exemption Fee (each as defined in the Order Form(s) between the parties, and together, the "Fees") in accordance with the terms herein and the Order Form(s) between the parties, subject to change upon prior written consent of the parties.

(b) Except as otherwise set forth herein, Client shall pay the Remotely Works Access Fee on a monthly basis, in advance, in accordance with the terms set forth below. The initial Remotely Works Access Fee will become due and payable on the date that Client agrees to meet the first candidate for the Development Team (the "Start Date"). Any change in the Remotely Works Access Fee shall apply on the date that Client requests that Service Provider open a requisition for a Development Team Member, on a pro rata monthly basis. If Client has not engaged any Development Team Members within sixty (60) days following the Effective Date, Service Provider will waive future Access Fees until such time as a Development Team Member has been engaged, whereupon such Fees will continue to be due and payable in accordance with the terms set forth in the Order Form.

(c) Client shall pay the Payroll Fee on a monthly basis, in advance, in accordance with the terms set forth below. Client acknowledges that Service Provider will be responsible for the payment of all salaries and wages to Development Team Members, and that Client's timely payment of Payroll Fees is critical to the timely provision of such payments in accordance with Service Provider's contractual obligations to such Development Team Members and applicable laws, rules, and regulations.

(d) Any applicable Non-Solicitation Exemption Fee and/or Severance Fee shall be due and payable as accrued and included in the invoice for the month following the month in which such fee was incurred.

(e) Service Provider shall submit to Client invoices for the Fees then due and payable on a monthly basis, on the fifteenth (15th) day of the applicable calendar month. Client shall pay all invoices no later than the last day of the calendar month in which the invoice is received. Late payments of any Fees will be subject to an interest charge of one-and-a-half percent (1.5%) per month or the highest charge allowed by law, whichever is lower.

5. EXPENSES

Client shall reimburse Service Provider for reasonable travel and incidental expenses that are approved in advance and actually incurred (either directly or indirectly by Service Provider) in connection with the Services provided.

6. CONFIDENTIAL AND PROPRIETARY INFORMATION.

Each party shall exercise reasonable care to keep confidential and not disclose to any other party or use, except to exercise its rights or to perform its obligations as required by this Agreement, the content of this Agreement as well as any non-public information obtained from the other party that by its nature would be understood by a reasonable person to be proprietary or confidential (“Confidential Information”); provided, however, that neither party shall be prohibited from disclosing or using information, (i) that at the time of disclosure is publicly available or becomes publicly available through no act or omission of the party having a confidentiality obligation under this section, (ii) that is or has been disclosed to such party by a third party who is not under (and to whom such party does not owe) an obligation of confidentiality with respect thereto, (iii) that is or has been independently acquired or developed by such party, or (iv) to the minimum extent use or disclosure is required by court order, labor authorities resolution or as otherwise required by law, on condition that notice of such requirement by law for such disclosure is given to the other party prior to making any such use or disclosure. A receiving party will not use the disclosing party’s Confidential Information except as necessary for the performance of this Agreement and will not disclose such Confidential Information to any third party except to those of its employees who have a bona fide need to know such Confidential Information for the performance of this Agreement and provided that each such employee is bound by a written agreement that contains use and disclosure restrictions consistent with the terms in this Section. Due to the unique nature of the Confidential Information, the parties agree that any breach or threatened breach of this Section will cause not only financial harm to the disclosing party, but also irreparable harm for which money damages will not be an adequate remedy. Therefore, the disclosing party shall be entitled, in addition to any other legal or equitable remedies, to seek an injunction or similar equitable relief against any such breach or threatened breach without the necessity of proving actual damages or posting any bond. Client shall provide any requisite data-protection or similar agreements required by applicable laws, to the extent that Service Provider will process “personal information” that is in the control of Client.

7. INTELLECTUAL PROPERTY

(a) Ownership; Assignment of Work Product. Service Provider hereby assigns to Client all title, patents, copyrights, mask work rights, trade secret rights, and any other intellectual property and rights anywhere in the world (collectively, the “Rights”) that it may have or acquire in any results or proceeds of the Development Team’s services to Client (the “Work Product”) by virtue of its employment relationship with the Development Team. At Client’s request, Service Provider will cause the Development Team Members to execute customary intellectual property assignment agreements directly with the Client, the form of which to be provided by Client. Notwithstanding the foregoing, nothing in this Agreement prevents Service Provider from

engaging any other company as a client or from placing candidates with other clients that develop any work product similar to the Work Product. To the extent, if any, that this Section 7 does not provide Client with full ownership, right, title, and interest in and to the Work Product (including any Service Provider Tools incorporated therein), Service Provider hereby grants Client a perpetual, irrevocable, fully paid, royalty-free, worldwide license to reproduce, create derivative works from, distribute, publicly display, publicly perform, use, make, have made, offer for sale, sell or otherwise dispose of, and import the Work Product, with the right to sublicense each and every such right. Service Provider shall help Client obtain and enforce patents, copyrights, rights in mask works, trade secret rights, and other legal protections for the Work Product in any and all jurisdictions throughout the world. Service Provider shall execute any documents Client reasonably requests for use in obtaining or enforcing such rights and protections.

(b) License; Retention of Rights. Client hereby grants Service Provider, for the sole benefit of the Development Team Members, a non-exclusive, royalty-free, non-transferable license to use Client Materials (as defined below) to the extent necessary for Development Team Members to perform services for Client. Client shall retain ownership of all technology, tools, data and applications and other materials (tangible or intangible) or information that it supplies or makes available to Service Provider or the Development Team in connection with the Services or other services performed by the Development Team (“Client Materials”). Service Provider (and its licensors and personnel) shall retain all right, title and interest in and to all software, documentation, models, processes, methodologies, technologies, tools, programs, applications, platforms, data, information, reports, techniques, know-how and processes (i) owned, authored, or licensed by Service Provider prior to the Effective Date, (ii) created by or for Service Provider outside the scope of this Agreement, or (iii) that are not specific to the provision of the Services to the Client, including without limitation reports and evaluations of Development Team performance, training and development materials, and all other materials designed or intended to enhance performance of the Services but not intended to become Company’s property (collectively, “Service Provider Tools”), together with all associated Rights in and to any of the foregoing.

(c) General Skills and Knowledge. Notwithstanding anything to the contrary in this Agreement, the Service Provider shall not be prohibited or enjoined at any time by Client from utilizing any “skills or knowledge of a general nature” acquired during the course of performing the Services specified under this Agreement. For purposes of this Agreement, “skills or knowledge of a general nature” shall include, without limitation, anything that might reasonably be learned or acquired in connection with similar work performed for another client.

(d) Feedback. Client may provide input regarding the Services, including, without limitation, comments or suggestions regarding the possible improvement or enhancement of the Services (“Feedback”). Client shall, and hereby does, assign to Service Provider all right, title and interest (including all related intellectual property and other proprietary rights) in and to the Feedback, and such Feedback will be and become Service Provider’s Confidential Information. Client shall and hereby does make all assignments necessary to achieve such

ownership by Service Provider, and acknowledges and agrees that Service Provider will be free to use, disclose, reproduce, license, and otherwise distribute and exploit the Feedback as Service Provider sees fit, without obligation or restriction of any kind.

(e) Client shall provide its approval for Service Provider to use Client's name and/or logo for the purpose of engaging and disclosing to potential candidates for the Development Team and to any other third party that Client is one of its customers (including in any tech meetups, webinars, publications, or marketing or advertising materials).

8. SECURITY; SERVICE PROVIDER'S INFORMATION SECURITY POLICY; RELEASE OF CLAIMS; SERVICE PROVIDER PROPERTY.

(a) Service Provider will install antivirus, malware, or other device management software ("Security Software") on the laptops and computers ("Equipment") it provides the Development Team for use in connection with this Agreement.

(b) If Client i) prohibits the installation of the Security Software or otherwise impairs the installation process, ii) requests Service Provider remove such Security Software from the Equipment, iii) deletes or otherwise modifies or impairs the operation of such Security Software, iv) instructs or otherwise causes the Development Team to do any of the foregoing, or v) modifies the Equipment or its software in any way, Service Provider shall have no liability for any damage, loss, or expense relating thereto or arising therefrom. Client, on behalf of itself, and its heirs, executors, officers, directors, employees, subsidiaries, affiliates, investors, shareholders, administrators, predecessor and successor corporations, assigns (including purchasers of assets), legal representatives, agents, successors in interest, and partners, hereby agrees to unconditionally, fully and forever waive, discharge, and release from liability Service Provider and its officers, directors, employees, investors, lenders, shareholders, administrators, predecessor and successor corporations, assigns (including purchaser of assets), legal representatives, agents, successors in interest, affiliates, and partners, of and from any claim, duty, obligation, cause of action, action, right, judgment, obligation, demand, accounting, or damages, whether presently known or unknown, suspected or unsuspected, relating to or arising from this Section 8(b), that any of them may possess, including, without limitation, any and all claims for attorneys' fees and costs.

(c) With respect to all the matters herein released, Client knowingly waives any and all rights and benefits conferred by the provisions of Section 1542 of the Civil Code of the State of California, and any similar law of any state or territory of the United States or any other jurisdiction. Said Section 1542 provides as follows: A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor.

(d) Client acknowledges and agrees that Service Provider may, subject to the confidentiality obligations herein, have the ability to aggregate information regarding Development Team performance and usage on the Equipment in the course of services to

Client, provided that Service Provider will not have access to Client Materials, Work Product, or Confidential Information.

9. GENERAL

(a) Representations and Warranties. Each party represents and warrants that (i) it has full corporate power, authority, and rights necessary to perform its obligations under this Agreement;
(ii) this Agreement is legally binding upon it and enforceable in accordance with its terms; and
(iii) 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. Client further represents and warrants that (iv) it owns the Client Materials or otherwise has the right or authority to grant Service Provider and the Development Team the rights to use them as set forth in this Agreement, (v) Service Provider's and Development Team's authorized use of the Client Materials in accordance with this Agreement will not violate (A) any applicable law, rule, or regulation or (B) the privacy rights, publicity rights, copyright rights, contract rights, intellectual property rights, or any other rights of any person or entity.

(b) Indemnity. Client will defend and indemnify Service Provider, its affiliates, directors, officers, agents and employees against any claims, liabilities, damages, losses, costs, fees (including reasonable attorneys' fees), and expenses in connection with or arising from (i) Client's actions and inactions with respect to the Development Team, (ii) any breach of Client's representations and warranties hereunder; and (iii) any products, services, or offerings of Client. Service Provider will indemnify Client, its affiliates, directors, officers, agents and employees against any claims, liabilities, damages, losses, costs, fees (including reasonable attorneys' fees), and expenses in connection with or arising from any claims or allegations regarding the Development Team's unpaid salaries or wages, employee benefits, tax withholdings, background checks, or violation of any laws in connection therewith.

(c) Relationship of Parties. For all purposes under this Agreement each party shall be and act as an independent contractor of the other and shall not bind nor attempt to bind the other to any contract. Service Provider will be solely responsible for its income taxes in connection with this Agreement and Client will be responsible for sales, use and similar taxes, if any.

(d) Non-Solicitation of Personnel. During the Term of this Agreement, and for a period of two (2) years thereafter, Client will not directly or indirectly solicit any personnel of Service Provider, provided, however, that Client may solicit the Development Team Members contingent upon payment to Service Provider of the applicable Non-Solicitation Exemption Fee specified in these Special Conditions. For the avoidance of doubt, the payment to Service Provider of any applicable Non-Solicitation Exemption Fee shall only be due and payable upon Client's hiring of such Development Team Member and will not apply to a Development Team Member's unsolicited response to a general job posting made by Client. Notwithstanding the foregoing, Client may, for the purpose of granting a Development Team Member options or other equity awards under Client's equity incentive plan, and the terms in Exhibit A below

shall apply to any such direct relationship.

(e) Assignment. Neither party shall have the right to assign this Agreement to another party except that Service Provider may assign this Agreement or any of its rights and obligations hereunder, or outsource the Services, in full or in part, to any of its affiliates or a successor to substantially all its relevant assets or business.

(f) Governing Law. This Agreement and any dispute arising hereunder shall be governed by the laws of the State of New York, without regard to its conflict of laws principles, and the parties hereby submit to exclusive jurisdiction and venue in the federal and state courts located in New York County, New York. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.

(g) Limitation of Liability; Excusable Delay. EXCEPT WITH RESPECT TO SERVICE PROVIDER'S BREACH OF SECTION 6 AND SERVICE PROVIDER'S INDEMNIFICATION UNDER SECTION 9(B), IN NO EVENT SHALL SERVICE PROVIDER OR ANY DEVELOPMENT TEAM MEMBERS BE LIABLE CONCERNING THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF THE FORM OF ANY CLAIM OR ACTION (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE) FOR ANY (A) LOSS OR INACCURACY OF DATA OR COST OF PROCURING SUBSTITUTE SERVICES, (B) LOSSES ARISING FROM CLIENT MATERIALS, (C) INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR (D) DAMAGES, IN THE AGGREGATE, IN EXCESS OF THE AMOUNTS ACTUALLY PAID TO IT HEREUNDER DURING THE PRECEDING TWELVE MONTHS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Neither party shall be liable to the other for any delay or failure to perform, which is due to causes beyond the reasonable control of said party; provided, however, that failure to make any payments provided for herein shall not be excused for any such cause.

(h) Cooperation. Client acknowledges that the performance of the Services is dependent upon the timely provision of Client Materials and other cooperation and assistance by Client, as may otherwise be requested by Service Provider or the Development Team from time to time. Client further acknowledges that any delay or failure by it to provide the foregoing may impact the ability of Service Provider or Development Team to perform the Services, and that Service Provider shall have no liability to Client or otherwise as a result of any such delay or failure.

(i) Entire Agreement; Amendment; Modification or Waiver; Notices. This Agreement (and any attachments hereto, which are incorporated herein) set forth the entire understanding of the parties as to the subject matter therein and may not be modified except in a writing executed by both parties. No waivers shall be effective unless agreed to in a writing executed by both parties, and no waiver of any breach shall be deemed a waiver of any subsequent breach. Any notices in connection with this Agreement will be in writing and sent by first class US mail, confirmed facsimile or email, or major commercial rapid delivery courier service to the address

specified below for notice or such other address as may be properly specified by written notice hereunder. In the event of any conflict between the terms in the body of this Agreement and any terms included in any attachment hereto (including, without limitation, Exhibit A or any Special Conditions to the Services), the following order of precedence shall apply to the extent of the conflict, unless the parties expressly agree otherwise in a mutually executed writing: (1) Special Conditions to the Services; (2) the terms in the body of this Agreement; (3) any Exhibit or Order Form.

(j) Warranty/Disclaimer. EXCEPT FOR THE EXPRESS WARRANTIES STATED HEREIN BETWEEN THE PARTIES, THE SERVICES ARE PROVIDED “AS-IS” AND SERVICE PROVIDER DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, RELATING TO ANY SERVICES PROVIDED HEREUNDER OR THE SUBJECT MATTER OF THIS AGREEMENT OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT, AND DO NOT GUARANTEE ANY RESULTS, OUTCOMES, OR CONCLUSIONS OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE OR MEET CLIENT’S REQUIREMENTS, AND THE STATED EXPRESS WARRANTIES, IF ANY, ARE IN LIEU OF ALL OTHER OBLIGATIONS OR PERFORMANCE LIABILITIES ARISING OUT OF OR IN CONNECTION WITH THE RENDERING OF THE SERVICES HEREUNDER.

(k) Counterparts. This Agreement may be executed in counterparts, which, when joined, shall constitute one document. Any photocopy or facsimile of this Agreement or of any counterpart shall be deemed to be the equivalent of an original.

In witness whereof, the parties intend to be bound by the terms of this Agreement as evidenced by their signatures on any Order Form to which this Agreement applies. Both parties consent to the use of digital signatures as proof of this legally binding commitment. Client consents to receive this Agreement and any notices hereunder by such electronic delivery and agrees to participate through any on-line or electronic system that may be established and maintained by Remotely or a third party designated by Remotely.

EXHIBIT A

Notwithstanding anything to the contrary in the Agreement, which includes this Exhibit A and any other order form or exhibit entered into in connection with the Agreement, a consulting or advisor agreement entered into between Client and a Development Team Member (i) in connection with the Agreement and (ii) to establish a direct service relationship between Client (and/or its subsidiaries) and the Development Team Member for the purpose of granting options or other awards under Client's equity incentive plan ("Consulting Agreement") shall not constitute a violation or breach of the non-solicitation provisions of Section 9(d) of the Agreement (and, for clarity, shall not trigger the obligation of Client to pay a Non-Solicitation Exemption Fee or be deemed to be a violation or breach of any other related provision of the Agreement and its exhibits and order forms). For the avoidance of doubt, Section 9(d) of the Agreement shall continue to apply to Client in all other circumstances.

The form of Consulting Agreement is Client's responsibility but must include the following:

1. A description of services that states that services to be provided by the Development Team Member under the Consulting Agreement shall be limited to those services performed in connection with that certain Service Agreement by and between Remotely Works, Inc. ("Remotely") and [company], effective [date], including all order forms and exhibits thereto and as it may be amended from time to time (the "Service Agreement"); and
2. The following sentence: "In the Service Agreement, Remotely and [company] agreed that entrance into this Consulting Agreement and performance of its obligations shall not constitute a violation or breach of the non- solicitation provisions of Section 9(d) of the Service Agreement. However, Section 9(d) of the Service Agreement shall apply in all other circumstances and shall survive the termination of this Consulting Agreement."

Client agrees to (i) provide Service Provider with a copy of the form Consulting Agreement that complies with the requirements set forth above and (ii) provide Service Provider with a list of those Development Team Members who have entered into such Consulting Agreement.

Client understands and agrees that if the Consulting Agreement is terminated, the separate continuation of the Agreement may not provide the service relationship required under Client's equity incentive plan to keep an option or other award outstanding. However, termination of the Agreement shall also terminate the Consulting Agreement (unless otherwise agreed by Service Provider and Client). Nothing in the Agreement or this Exhibit A shall confer upon Client or any Development Team Member any right to continue service under the Agreement or any consulting agreement, and Service Provider has no duty or obligation to continue the Agreement for any period of specific duration except as otherwise provided in the Agreement and may terminate the Agreement at any time in accordance with the terms of Section 3 of the Agreement.

Client understands and agrees that it has sole responsibility to collect any purchase or

exercise price and otherwise handle all matters, including tax matters, related to the issuance of options or other awards under Client's equity incentive plan and the issuance of the stock underlying such options or other awards.

Client understands and agrees that in the event of a conflict between the Agreement and any Consulting Agreement, the Agreement shall govern.

Client will defend and indemnify Service Provider, its affiliates, directors, officers, employees and agents against any claims, liabilities, damages, losses, costs, fees (including reasonable attorneys' fees), and expenses in connection with or arising from Client's actions and inactions related to any Consulting Agreements as described in this section, including without limitation misclassification claims arising out of such direct relationship between Client and such Development Team Members and claims related to equity or equity-based compensation under Client's equity incentive plan.