

This WORKSMITH LOCAL PROVIDER AGREEMENT (the "Agreement") governs your ("Local Provider" or "you") use of the Worksmith Platform.

Whereas, Worksmith provides the Worksmith Service (as defined below) that enables local service providers and corporate clients to communicate and connect.

Whereas, Local Provider wishes to utilize the Worksmith Service in connection with Local Provider's provision of services to corporate clients through the Worksmith Service in accordance with this Agreement.

In consideration of the foregoing and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Worksmith and Local Provider, intending to be legally bound, hereby agree as follows:

I. Definitions

A. *Worksmith Platform* means the proprietary technology platform made available to Local Providers on a subscription services basis (including all related ideas, concepts, systems, software, interfaces, tools, utilities, templates, forms, content, techniques, methods, processes, algorithms, know-how, trade secrets and other technologies, implementations and information).

B. *Worksmith Client(s)* means organizations who subscribe to the Worksmith Service and who engage Local Provider directly from time to time via the Worksmith Service.

C. *Provider Services* means services that Local Provider may provide to Worksmith Clients under a Service Order and which are monitored through the Worksmith Service.

D. *Service Order* means an order that Local Provider fulfills to provide Provider Services to Worksmith Clients directly.

E. *Worksmith Service Data* means aggregated and anonymized data that is generated by the Worksmith Platform, the Worksmith Services or through Worksmith's proprietary technologies.

F. *Worksmith Services* means the subscription service offered by Worksmith through the Worksmith Platform to connect Local Providers with Worksmith Clients.

II. Worksmith Service; Access; Delivery Confirmation

A. *Subscription*. The Worksmith Service is provided hereunder on a monthly subscription basis. Local Provider may utilize the Worksmith Service to connect with potential Worksmith Clients, provide updated information about the status of Provider Services (which shall be provided under a separately executed Service Order between Worksmith Client and Local Provider), submit invoices, etc. Upon acceptance of a Service Order by the Worksmith Client, the Worksmith Service will notify Local Provider that the Service Order has been accepted and such notice shall include the Worksmith Client's address information, service delivery timeframes or any other pertinent information as applicable.

B. Platform Fees and Pricing.

1. Pricing. Provider will submit its best wholesale price to Worksmith, contemplating the opportunity for additional business from Worksmith, help with customer service, billings/collections and software that it may receive from Worksmith.
2. Worksmith Platform Fee. Providers will be subject to a platform fee that will be deducted from ensuing payments. The platform fee schedule is as follows:

Platform Fee (0 to \$1000 - Free)

Platform Fee (\$1000 to \$4999.99 - 2.9%)

Platform Fee (\$5000 and up - 3.9%)

C. Worksmith Clients and Provider Services. Local Provider acknowledges and agrees that the Provider Services are contracted for directly between Worksmith Client and Local Provider. As such, Worksmith shall not be responsible for the quality of the services, risk of loss, defective services or other non-performance by Local Provider.

D. Local Provider Payments

1. All payments by a Worksmith Client for Provider Services shall be made through the Worksmith Service. In the event a Provider submits a direct invoice to a Client, the invoiced amount shall reflect retail pricing, not wholesale pricing. Such conduct may result in disciplinary action against the Provider, including, but not limited to, removal from the Worksmith platform.
2. Local Provider shall submit all invoices directly to Worksmith for Provider Services rendered to a Worksmith Client within 24 hours of work being completed and all such invoices shall be submitted through the Worksmith Service. Any services not marked "complete" on the Worksmith platform within sixty (60) days from the date of service shall be permanently deleted, and no payment shall be remitted under any circumstances.
3. Payments to Local Providers shall be made three times per month and are payable forty-five (45) days from the date of invoice. Worksmith offers early payment options and payment insurance for additional fees.
4. All work must be approved through the Worksmith Platform. In the event that work is completed without such approval, the service provider may forfeit the right to payment for the services rendered and shall be liable for any resulting loss of revenue.
5. The Worksmith Service Fee shall be calculated based on the invoice total for each Local Provider invoice submitted through Worksmith.
6. Invoice payments to Local Provider shall be net of the Worksmith Service Fee.

E. Local Provider agrees that any changes to pricing for Provider Services may be made at the beginning of the calendar year and shall be subject to sixty (60) days' prior written notice to a Worksmith Client via the Worksmith Service.

F. Open Service Orders. Worksmith Clients may elect to engage Worksmith to maintain an open Service Order to assist Worksmith Clients in addressing one-time, emergency or other situations in a timely fashion ("Open Service Order"). A Service Order shall not be deemed an Open Service Order unless expressly indicated on a particular Service Order.

G. Additional Worksmith Services. From time to time, Worksmith may offer its Local Providers additional fee-based Worksmith Services, at Local Provider's option. Furthermore, upon thirty (30) days' notice to Local Provider, Worksmith may charge subscription fees for the basic Worksmith Services.

H. Access. Local Provider shall maintain an active account with Worksmith to use the Worksmith Service. Local Provider shall notify Worksmith immediately if Local Provider believes an unauthorized third party may be using Local Provider's account. Worksmith will not be liable for any loss resulting from an unauthorized person using an account, passwords or any assigned credentials.

I. Local Provider Delivery Confirmation. Local Provider will provide immediate confirmation with timestamp through Worksmith to confirm that each Provider Service (including any remediation action) has taken place. For the avoidance of doubt, this confirmation must happen as the action takes place, and no later than the end of day on the day that the action occurred. Local Provider agrees that in certain instances multiple service attempts may be required, within reason, and agrees to make best efforts to fulfill the original commitment. If a Provider Service is unable to be completed by Local Provider or if there are any issues in the course of attempting to complete said Service, Provider will send notification through Worksmith.

III. Proprietary Rights and Licenses

A. Worksmith Subscription License to Local Provider. Subject to compliance with the terms of this Agreement, Worksmith hereby grants to Local Provider a limited, non-exclusive and non-transferable license to use the Worksmith Platform on a subscription basis until termination of the Agreement. Except for the limited rights and licenses expressly granted to Local Provider hereunder, no other license is granted, and no other use is permitted.

B. Ownership. Worksmith (and its licensors) shall own and retain all right, title and interest (including all intellectual property and any other proprietary rights) in and to the Worksmith Platform, Worksmith Services, Worksmith Service Data, methodologies, templates, economic models and strategic frameworks, (including all improvements, developments, customizations, extensions and derivatives thereof) (collectively, "Worksmith Intellectual Property").

C. Use Restrictions. Local Provider agrees not to:

1. copy, modify, adapt, translate, or otherwise create derivative works of the Worksmith Intellectual Property or any software, services, or other technology of third-party vendor(s) or hosting partner(s) who Worksmith engages to provide the infrastructure, hardware, software, networking, storage, and related technology required to operate and provide the Worksmith Service;
2. reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code of the Worksmith Intellectual Property;
3. rent, lease, sell, resell, assign, sublicense, or otherwise transfer rights in or to the Worksmith Intellectual Property, or otherwise allow any third party to use or access the Worksmith Platform;
4. remove or modify any proprietary notices, legends, or labels on the Worksmith Intellectual Property;

5. use, post, transmit, or introduce into the Worksmith Platform or other Worksmith Intellectual Property any device, software, virus, worm, back door, Trojan Horse, similar harmful code, or routine which interferes or attempts to interfere with the operation of the Worksmith Platform or other Worksmith Intellectual Property;
6. use or access the Worksmith Intellectual Property in a manner that: (a) violates any applicable laws; (b) violates the rights of any third party; (c) purports to subject Worksmith to any other obligations; or (d) for any purpose not specifically permitted in this Agreement; or
7. use the Worksmith Services in any situation where failure or fault of the Worksmith Service could lead to death or serious bodily injury of any person, or to physical or environmental damage. For example, Local Provider may not use, or permit any other person to use, the Worksmith Service in connection with aircraft or other modes of mass transportation, nuclear or chemical facilities, police or ambulance services or medical life support devices.

IV. Termination; Non-Interference

- A. Either party may terminate this Agreement immediately upon written notice, however, any pending Service Orders shall be fulfilled under the terms of this Agreement. Worksmith reserves the right at any time to modify or discontinue, temporarily or permanently, Local Provider's access to the Worksmith Service.
- B. Effects of Termination. Upon any termination or expiration of this Agreement, all rights, obligations and licenses of the parties will cease, except that (a) all obligations that accrued prior to the effective date of termination will survive and (b) the provisions of the sections entitled Proprietary Rights and Licenses, Warranty Disclaimers and Limitation of Liability and Miscellaneous will survive.
- C. Local Provider acknowledges that Worksmith has devoted substantial time and resources to develop business relationships with Worksmith Clients. As such, Local Provider agrees that for a period of one (1) year after termination of this Agreement or a particular Service Order, Local Provider will not work directly with such Worksmith Client.

V. Representations and Warranties; Disclaimers and Limitation of Liability

- A. Representations and Warranties. Each Party represents and warrants to the other Party that (a) such Party has the required power and authority to enter into this Agreement and to perform its obligations hereunder; (b) the execution of this Agreement and performance of its obligations thereunder do not and will not violate any other agreement to which it is a party; and (c) this Agreement constitutes a legal, valid and binding obligation when signed by both Parties.
- B. NO WARRANTY FOR WORKSMITH SERVICES. LOCAL PROVIDER'S USE OF THE WORKSMITH SERVICE IS AT LOCAL PROVIDER'S SOLE RISK. THE WORKSMITH SERVICE IS PROVIDED "AS IS," "WITH ALL FAULTS" AND "AS AVAILABLE." LOCAL PROVIDER SHALL BEAR THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AVAILABILITY OF APPLICATIONS AND CONTENT FROM THE WORKSMITH SERVICE OR WORKSMITH CLIENTS. WORKSMITH MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE WORKSMITH SERVICE, THE LOCAL PROVIDERS OR PROVIDER SERVICES.

LOCAL PROVIDER UNDERSTANDS THAT WORKSMITH USES AFFILIATES, THIRD-PARTY VENDORS AND HOSTING PARTNERS TO PROVIDE THE NECESSARY HARDWARE, SOFTWARE, NETWORKING, AND RELATED TECHNOLOGY REQUIRED TO RUN THE WORKSMITH PLATFORM AND THAT WORKSMITH IS NOT RESPONSIBLE FOR THE SERVICES PROVIDED BY SUCH THIRD PARTIES. EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, WORKSMITH DISCLAIMS ANY AND ALL REPRESENTATIONS OR WARRANTIES, EXPRESS, STATUTORY, AND IMPLIED, INCLUDING, WITHOUT LIMITATION, REPRESENTATIONS OR WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AVAILABILITY, ERROR-FREE OR UNINTERRUPTED OPERATION, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. TO THE EXTENT THAT WORKSMITH MAY NOT AS A MATTER OF APPLICABLE LAW DISCLAIM ANY IMPLIED WARRANTY, THE SCOPE AND DURATION OF SUCH WARRANTY WILL BE THE MINIMUM PERMITTED UNDER APPLICABLE LAW.

C. LIMITATION OF LIABILITY. EXCEPT IN THE CASE OF LOCAL PROVIDER'S FRAUD, NEGLIGENCE, MISCONDUCT OR BREACH OF SECTION IV.C., NEITHER PARTY WILL BE LIABLE CONCERNING THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF THE FORM OF ANY CLAIM OR ACTION (WHETHER IN CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), FOR ANY (A) LOSS OR INACCURACY OF DATA, LOSS OR INTERRUPTION OF USE, OR COST OF PROCURING SUBSTITUTE TECHNOLOGY, GOODS OR SERVICES OR (B) INDIRECT, PUNITIVE, INCIDENTAL, RELIANCE, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS, REVENUES, PROFITS AND GOODWILL. WORKSMITH WILL NOT BE LIABLE FOR ANY DAMAGES, IN THE AGGREGATE, IN EXCESS OF ONE THOUSAND DOLLARS (\$1,000) UNDER THIS AGREEMENT.

VI. Indemnity

Local Provider agrees to indemnify, defend and hold harmless, Worksmith and its officers, directors, agents and employees against any demand, suit, claim, loss, damage or action by a third party that is related to (a) Local Provider's provision of services to a Worksmith Client or (b) any fraud, negligence or misconduct by Local Provider (including any personnel or contractors employed by Local Provider).

VII. Miscellaneous

A. Links to Third-Party Sites. The Worksmith Service may include links to third-party sites. Worksmith does not control such sites and is not responsible for the content of any linked site, any links contained in a linked site, or any changes or updates to such sites. Worksmith is not responsible for any form of transmission received from any linked site. Local Provider acknowledges and agrees that Worksmith is not liable for any loss or damage which may be incurred by Local Provider as a result of the availability of third-party vendor resources or external sites.

B. Confidentiality. The receiving party of any Confidential Information will use the disclosing party's Confidential Information solely to perform its obligations and exercise its rights under this Agreement. "Confidential Information" shall mean with respect to either party any information disclosed by such party to the other party in connection with this Agreement. The receiving party will take all precautions

necessary to safeguard the confidentiality of the disclosing party's Confidential Information. The receiving party will have no confidentiality obligation hereunder with respect to any portion of the disclosing party's Confidential Information that (a) the receiving party independently developed without reference to the Confidential Information from the disclosing party, as proven by the written records of the receiving party, (b) the receiving party lawfully obtained from a third party under no obligation of confidentiality, (c) is or becomes available to the public other than as a result of an act or omission of the receiving party or any of its employees or (d) the receiving party is compelled to disclose pursuant to legal process provided by a court of competent jurisdiction or government body or agency. In the event the receiving party is required to disclose Confidential Information of the disclosing party pursuant to legal process provided by a court of competent jurisdiction or government body or agency, such party (provided that notification is not prohibited by such process) will promptly notify the disclosing party to allow intervention in response to such process.

C. Entire Agreement. This Agreement (including the Appendices) constitutes the entire agreement, and supersedes all prior negotiations, understandings or agreements (oral or written), between the parties regarding the subject matter of this Agreement. No change, consent or waiver under this Agreement will be effective unless in writing and signed by the party against which enforcement is sought.

D. Waiver. The failure of either party to enforce its rights under this Agreement at any time for any period will not be construed as a waiver of such rights, and the exercise of one right or remedy will not be deemed a waiver of any other right or remedy.

E. Severability. If any provision of this Agreement is determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

F. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, USA, without regard to its conflicts of law provisions.

G. Notices. All notices under this Agreement will be effective upon receipt and delivered to the parties at their respective addresses stated herein or at such other address designated by written notice.

H. Publicity. Local Provider hereby agrees that Worksmith may include its name and logo in customer lists that may be published as part of Worksmith's marketing and promotional efforts.

I. Independent Contractors. The parties are independent contractors under this Agreement, and nothing herein will constitute either party as the employer, employee, agent or representative of the other party, or both parties as joint venturers or Local Providers for any purpose.

J. Assignment. Neither party may assign this Agreement without the prior written consent of the other party. Notwithstanding the foregoing, each party shall have the right to assign this Agreement to an affiliate or to a successor to substantially all of its business or assets to which this Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise. Subject to the foregoing, this Agreement will be binding upon, enforceable by, and inure to the benefit of the parties and their respective successors and assigns. Any assignment in violation of the foregoing will be void.

K. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same Agreement. Execution of a facsimile copy (including PDF) shall have the same force and effect as execution of an original, and a facsimile signature shall be deemed an original and valid signature.

L. Force Majeure. Neither party shall be deemed in default of this Agreement if failure or delay in performance is caused by an act of God, fire, flood, severe weather conditions, material shortage or unavailability of transportation, government ordinance, laws, regulations or restrictions, war or civil disorder, or any other cause beyond the reasonable control of such party.

M. Independent Contractors. The Parties shall not be deemed to be partners, joint venturers, employers, employees or each other's agents, and no Party shall have the right to act on behalf of any other except as expressly agreed in writing.

N. Injunctive Relief. Local Provider acknowledge that, in the event of any breach of the terms and conditions of this Agreement, Worksmith will not have an adequate remedy in money or damages. In such event, Worksmith will be entitled to obtain an injunction against such breach from any court of competent jurisdiction immediately upon request and without the requirement of posting any bond. Worksmith's right to obtain such relief shall not limit its right to obtain other remedies.