

WORK PRODUCT CONTRACT

1. PARTIES

Customer and Creator are the parties to this Work Product Contract (the “**Contract**”). Clutch is not a party to this Contract. Capitalized terms not defined herein will have the meaning given to them in the [Terms of Use](#).

2. SERVICES

Customer and Creator agree that Creator is performing services as an independent contractor and that Creator is not an employee or agent of Customer. Customer and Creator will enter into a statement of work (“**Statement of Work**”) specifying the services to be performed (“**Creator Services**”) and work product to be delivered (“**Work Product**”) by Creator to Customer. Creator will perform the Creator Services in a professional and workmanlike manner and will timely deliver any agreed upon Work Product. The manner and means of performing the Creator Services will be determined and controlled solely by Creator, who is engaged by Customer as an independent contractor.

3. CUSTOMER PAYMENTS AND BILLING

Creator agrees to deliver the agreed upon deliverables on a monthly basis as outlined in the statement of work. The Customer agrees to pay agreed upon amount for the agreed upon deliverables outlined in the statement of work. Both parties acknowledge and agree that Customer will pay all fees due for Creator Services (“**Creator Fees**”) to Clutch and Clutch will remit all Creator Fees to Creator.

4. TERMINATION OF A SERVICE CONTRACT

Customer or Creator may terminate this Contract and/or any Statement of Work (i) after providing any agreed-upon notice (if so specified in the applicable Statement of Work), or (ii) immediately on the end date specified in the Statement of Work and/or upon completion of the Creator Services, in the event of a material breach, or with the consent of the other party. Except as required by law or as otherwise may be agreed to by the parties, Customer remains obligated to pay the Creator Fees to Clutch for any Creator Services provided prior to termination.

5. INTELLECTUAL PROPERTY RIGHTS

Assignment. Upon Creator’s receipt of full payment from Customer (paid through Clutch) for delivery of Work Product, Creator hereby assigns to Customer all right, title and interest, in and to the Work Product including all intellectual property rights (including without limitation, patent rights, copyrights, trade secret rights, moral rights, etc.) relating thereto, provided, however, that such assignment does not include any Underlying Creator Technology (as that term is defined below).

Background License. “**Underlying Creator Technology**” means all ideas, concepts, information, materials, processes, data, programs, know-how, improvements, discoveries, developments, designs, artwork, formulae, other copyrightable works, and techniques and all intellectual property rights therein developed by Creator other than in the course of providing Creator Services to Customer under this Contract. To the extent (if at all) any Underlying Creator Technology is incorporated into the Work Product, or if the Work Product is in any way based on, or is improvements or derivatives of the Underlying Creator Technology, and/or any part of the Work Product cannot be fully used and exploited without using or violating any Underlying Creator Technology right, Creator hereby grants an irrevocable, non-exclusive, worldwide, royalty-free, perpetual, sublicenseable, transferrable license to Customer to use and fully exploit the Underlying Creator Technology and to make derivative works of the same, solely in order to use and fully exploit the Work Product.

Further Assurances. To the extent any right referred to in this Section 5 is not effectively licensed or assigned by Creator, it is waived by Creator and all activities of or authorized by Customer and its successors or assigns that would have been permissible if the licenses and assignments were fully effective are hereby ratified and consented to by Creator (and Creator will ensure they are ratified and consented to by all relevant third parties). Creator will further assist Customer from time to time at Customer’s request and expense, to further evidence, record and perfect assignments, licenses, waivers, ratifications and consents referred to herein and to perfect, maintain, enforce and defend any rights granted hereunder.

Representations. Creator represents and warrants that Creator will not incorporate or use the materials of any third party including those of any other Customer or any employer, in performing the Creator Services that are not generally available for use by the public or have not been legally transferred to the Customer. Creator agrees that it will not incorporate into Work Product or otherwise deliver to Customer any software code for which the use or distribution of the code will create (or purport to create) obligations for Customer to grant any rights or immunities under Customer intellectual property to a third-party, including without

limitation any obligation that the Work Product or Customer software combined with, derived from, or distributed with such Work Product (x) be disclosed or distributed in source code form, (y) be licensed for the purpose of making derivative works, or (z) be redistributable at no charge. Creator agrees to indemnify Customer from all third-party claims arising from Creator's breach of the foregoing representations and warranties.

Customer Materials. Customer grants Creator a limited, non-exclusive, revocable (at any time, at Customer's sole discretion) right to use the Customer Materials (as that term is defined below) as necessary solely for the performance of the Creator Services. Customer reserves all other rights and interest in and to the Customer Materials. Upon completion or termination of the Creator Services, or upon Customer's written request, Creator will immediately return all Customer Materials to Customer and further agrees to destroy all copies of Customer Materials and Work Product (except for Underlying Creator Technology) contained in or on Creator's premises, systems, or any other equipment or location otherwise under Creator's control, unless otherwise agreed upon between Customer and Creator on the Statement of Work. Within ten days of such request from Customer, Student Creator agrees to provide written certification to Customer that Creator has returned or destroyed all Customer Materials and Work Product as provided in this subsection. "**Customer Materials**" means requests, intellectual property, and any other information or materials that Customer provides to Creator for Creator to perform Creator Services.

6. CONFIDENTIAL INFORMATION

Each party ("**receiving party**") will keep confidential and not disclose to any third party or use (except as required to exercise its rights or fulfill its obligations under this Contract), any non-public information obtained from or on behalf of the other party ("**Confidential Information**" of such party (the "**disclosing party**")); provided, however, that the receiving party will not be prohibited from disclosing or using Confidential Information that the receiving party can document: (i) is generally available to the public or becomes generally available to the public through no act or omission of the receiving party, (ii) is or has been disclosed to the receiving party by a third party who is not under an obligation of confidentiality with respect thereto, (iii) is or has been independently developed by the receiving party, without use or reference to the disclosing party's Confidential Information, or (iv) was known to the receiving party without restriction prior to disclosure by the disclosing party. With respect to anything assigned to Customer hereunder, Customer will be deemed to be the disclosing party and exceptions (iii) and (iv) above will not apply. The receiving party may make disclosures to the extent required by law or court order, provided it uses diligent efforts to limit disclosure and to obtain confidential treatment or a protective order and allows the disclosing party to participate in the proceeding. Each party acknowledges and agrees that, due to the unique nature of Confidential Information, there can be no adequate remedy at law for the receiving party's breach of this Section 6 and that such breach may cause irreparable harm to the disclosing party; therefore, the disclosing party will be entitled to seek immediate injunctive relief (without the requirement of posting a bond), in addition to whatever remedies it might have at law or under this Contract.

7. ASSIGNMENT

Creator acknowledges that Customer is engaging Creator due to special and/or unique talent, skill, training or knowledge of Creator with respect to the Creator Services and, accordingly, Creator may not assign, delegate or subcontract any of Creator's rights or obligations under this Contract or otherwise permit third persons to perform any services or any portion of the Creator Services without Clutch's and Customer's specific prior written consent. Any such assignment or subcontract without Clutch's and Customer's specific prior written consent will give Clutch and Customer the right to automatically and immediately terminate Creator's use of the Services (with respect to Clutch) or this Contract and/or any Statement of Work (with respect to Customer).

8. IMMUNITY

A disclosure of information will be immune from prosecution or civil action under the Defend Trade Secrets Act, 18 U.S.C. Sec. 1832, if it: (A) is made (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney, and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.