CLUTCH GUARANTEE CLAUSE

[For insertion into Service Provider's MSA or SOW with Buyer]

1. Clutch Guarantee Coverage

Service Provider participates in the Clutch Guarantee program administered by Clutch.co ("Clutch"). Accordingly, this engagement is covered by the Clutch Guarantee and is subject to the terms set forth in this Section. The "Clutch Guarantee" means the 14-calendar-day satisfaction guarantee offered to the Client ("Buyer") in accordance with the terms that are set forth in this Section.

For the avoidance of doubt, Clutch is not a party to this agreement. Clutch is the facilitator of the Clutch platform and the administrator of the Clutch Guarantee, does not provide the underlying professional services, guarantee service outcomes, or assume contractual liability for engagements between Service Provider and Buyer.

2. Guarantee Period

The Guarantee Period begins on the Project Start Date and expires at 11:59 PM Eastern Time on the fourteenth (14th) calendar day thereafter. The "Project Start Date" shall be the date of the initial project kickoff meeting between the parties, as documented in writing. If no project kickoff meeting is scheduled or conducted the Project Start Date shall be the date agreed to by the parties in writing for the Service Provider to commence performance of the services. If neither a project kickoff meeting nor a written project start date exists, the Project Start Date shall default to the date of execution of this Agreement.

3. Cancellation and Refund

If the Buyer submits a written cancellation request to the Service Provider through email or other reasonable written communication channel used by the parties during the engagement at any time during the Guarantee Period, the Service Provider shall issue a refund equal to one hundred percent (100%) of all Guaranteed Fees. "Guaranteed Fees" means all fees paid by Buyer to Service Provider on or before the expiration of the Guarantee Period in connection with the project subject to the Clutch Guarantee, including any upfront or initial project fees, but excluding third-party costs incurred at Buyer's direction and any fees payable by Buyer to Service Provider under separate agreements. The refund shall be issued within fifteen (15) business days of receipt of the cancellation request. The Buyer is not required to provide a reason for the cancellation request. Service Provider will not condition, delay, reduce, offset or withhold the refund based on work performed, partial completion, dissatisfaction disputes, intellectual property disputes or any other claim arising during the Guarantee Period.

For the avoidance of doubt, the refund obligation is solely between the Service Provider and the Buyer. Clutch is not a party to this Agreement and bears no financial obligation under the Clutch Guarantee.

4. Effect of Refund

Notwithstanding any provision of this Agreement to the contrary regarding ownership of intellectual property, work product, deliverables, or licenses, the following shall apply upon the issuance of a refund pursuant to the Clutch Guarantee:

(a) Nothing in this Section shall transfer ownership of, or otherwise affect, the Buyer's pre-existing intellectual property, confidential information, data, content, materials, know-how, or other information owned by the Buyer and provided or made available to the Service Provider in connection with the engagement (collectively, the "Buyer Pre-Existing Materials"), all of which shall remain the property of the Buyer.

(b) Upon issuance of the refund, Buyer shall immediately cease all using the Work Product and, at the Service Provider's election, destroy or return all copies of the Work Product in the Buyer's possession or control; provided, however, that the Buyer may retain its Buyer Pre-Existing Materials. Buyer shall have no further right to use, reproduce, distribute, exploit, or otherwise benefit from the Guarantee Work Product following issuance of the refund. For purposes of this Section, "Guarantee Work Product" means all work product, deliverables, drafts, code, designs, strategy documents, analyses, recommendations, and other materials created or delivered by the Service Provider for Buyer during the Guarantee Period.

(c) Upon request, the Buyer shall provide written certification of compliance with this Section within five (5) business days.

5. Dispute Resolution

Any dispute arising under or relating to this Clutch Guarantee clause shall be resolved as follows:

(a) Informal Dispute Resolution. The parties shall first attempt to resolve the dispute directly between themselves. The parties may voluntarily participate in informal dispute resolution discussions or mediation. Any such discussion or mediation shall be conducted in good faith and shall commence within ten (10) business days of written notice of the dispute.

(b) Binding Arbitration. If the dispute is not resolved within fifteen (15) calendar days of commencement of good faith dispute resolution discussions, the parties will submit the dispute to binding arbitration administered by New Era ADR, Inc. Such dispute may be submitted to the New Era portal located at http://app.neweraadr.com/. The arbitration shall be conducted in accordance with the rules of the designated provider and shall conclude within thirty (30) calendar days of filing the arbitration claim. The Service Provider shall bear all arbitration fees and administrative costs. The decision of the arbitrator shall be final and binding on both parties.

(c) Disclaimer. Clutch shall not be deemed a party to any arbitration or dispute proceeding arising under this Section or the Clutch Guarantee. In its sole discretion, and at the Buyer's request, Clutch may provide administrative assistance in connection with initiating an arbitration proceeding, including facilitating initiation of an arbitration or submitting an arbitration filing authorized by the Buyer. Any such assistance shall not cause Clutch to become a party to the

dispute or arbitration proceeding, constitute representation of either party, or alter the parties' respective rights or obligations under this Agreement.

6. Material Limitations and Disclosures

The Clutch Guarantee is subject to the following limitations:

(a) The Guarantee applies only to cancellation requests received in writing on or before the expiration of the fourteen (14) calendar day Guarantee Period. Requests received after the expiration of the Guarantee Period are not eligible.

(b) The Guarantee covers only the Guaranteed Fees. It does not cover fees for services rendered outside the scope of this Agreement, third-party costs incurred at the Buyer's direction, or fees paid under separate agreements.

(c) The refund obligation is the sole responsibility of the Service Provider. Clutch does not guarantee, underwrite, or otherwise assume financial responsibility for any refund under this clause.

(d) Exercise of the Guarantee is contingent upon the Buyer's compliance with the Intellectual Property Reversion provisions set forth in Section 4 above.

(e) The Clutch Guarantee is intended to support good-faith business engagements only, and may be suspended, denied or deemed unavailable in cases involving fraud, unlawful conduct, bad-faith activity or repeated abusive cancellation practices by Buyer.