

Assembla, LLC
34 Tower Street
Needham, MA 02494

Master Service Agreement

Version 2.01
Effective October 15, 2007 at 00:00:00 UTC

Please fill out and submit this page to Assembla. You may scan it and upload it on your Assembla profile page at www.assembla.com/user/edit, or fax it to 1.781.645.1360.

Your Name:	
Your Company (if applicable):	
Your Address (include street, city, state, postal code, country):	
Your E-mail:	
Your Telephone:	
You are executing this Master Service Agreement as (check all that apply):	<input type="checkbox"/> A Provider ("Additional Provider Terms" apply) <input type="checkbox"/> A Buyer ("Additional Buyer Terms" apply)

This Master Service Agreement includes all of the attached terms and conditions, all of which are viewable electronically at <http://www.assembla.com/legal>.

This Master Service Agreement is agreed to as of day _____ of the month _____ in the year _____ by the parties below:

ASSEMBLA, LLC
Andrew S. Singleton
President

YOUR NAME: _____
YOUR SIGNATURE: _____

GENERAL TERMS OF SERVICE

1 General

This Agreement states the terms and conditions by which Assembla, LLC ("Assembla") will acquire computer programming and other services provided by third party providers, and provide those services to third party buyers. Individuals and companies can be both providers and buyers of services under this agreement. Assembla provides services subject to the following Master Service Agreement ("MSA"), which may be updated by us from time to time without notice. The most current version of the MSA can be seen at the web address <http://www.assembla.com/legal> at any time.

In this document, "you" means the person or company using the Services; "we" or "us" means Assembla; "both of us" means both you and us; "MSA" means this Master Service Agreement and documents incorporated by reference. Additional definitions are included in Section 21. Buyers may be purchasing for themselves and other affiliated entities; Providers may provide service provided by themselves or by affiliated entities.

2 Additional Specific Terms For Buyers And Providers

If you are acting as a provider of Services, you will be referred in here as a "Provider", and will be subject in addition the specific "Provider General Terms" attached hereto. If you are receiving Services, you will be referred to in here as a "Buyer", and will be subject in addition the specific "Buyer General Terms" attached hereto.

Each Buyer Job Agreement and corresponding Provider Job Agreement (with exhibits attached) submitted, accepted and executed by both of us is hereby incorporated by reference herein.

3 Description of Services Available through the Assembla System

We provide our services via the Assembla System ("System") which includes our proprietary business processes, software, intellectual property and other methods for delivering our services.

Each of our services available through the Assembla System is delivered in the following manner. A Buyer posts a job description in the Assembla System. Either a Buyer or a Provider then notifies the other of their interest. When both parties are interested, they proceed to negotiate (via the Assembla System) pricing, timing, Work Product and other terms of service. The negotiation takes the form of editing an online form, called the Buyer Job Agreement for the Buyer, and the Provider Job Agreement for the Provider, which specifies the terms of service.

When both parties have electronically approved their respective job agreements, and the Buyer has met all financial obligations to us, we notify both parties that work may proceed. During the service, no matter what type of service is agreed upon, the Provider is expected to deliver (a) daily updates to the Buyer, (b) weekly reports of work completed ("Statements") to us, and draft Work Product to us and/or the Buyer, as directed by us. During the service, the Buyer is expected to review and monitor daily reports and draft Work Product, to review Provider Statements each week, and to maintain an appropriate credit balance. We will invoice the Buyer for the service rendered to Buyer by Assembla, and we will pay the Provider for the service Provider renders Assembla. Upon completion or termination of a service, the Provider will deliver all Work Product to us and/or the Buyer, as directed by us.

There are three services offered through the Assembla System:

3.1 Fixed-Price Service: Fixed-price, fixed-task, non-renewable services from Providers

A Fixed-Price Service is intended for tasks that can be accurately and cost-effectively specified before the actual work takes place. A Fixed-Price Service requires that Buyer and Provider mutually

agree upon (a) a clearly-specified objective, (b) a start date, (c) a completion date, and (d) a fixed price that cannot exceed the Maximum Payment Commitment.

Provider is solely responsible for delivering Work Product to Assembla on time and within the price quoted. Provider can terminate the service at any time by notifying Assembla, but in this case, Provider will not receive any payment, since there is no standard way to pro-rate a Fixed-Price Service. Provider agrees to use the Assembla TimeTracker software when so requested by Assembla. Buyer must make an advance Payment Commitment, as described in Section 4 of the Additional Buyer Terms, for the full amount of the service. Buyer is solely responsible for all aspects of writing a complete and unambiguous specification of the service objective, of selecting the Provider, of managing the Provider's work, and of validating the quality of the Work Product. Buyer agrees that once authorized, a Fixed-Price service cannot be terminated, since there is no standard way to pro-rate the service.

3.2 Weekly Service: Fixed-rate, renewable, weekly services from Providers

A Weekly Service is a renewable one-week service for which Buyer and Provider mutually agree upon (a) a service objective, (b) a start date, (c) a weekly price, (d) a minimum number of hours to work per week, and (e) a maximum number of weeks to automatically renew the Service. The weekly price cannot exceed one half of the Maximum Payment Commitment.

Provider is solely responsible for delivering Work Product to Assembla. Provider agrees to use the Assembla TimeTracker software when so requested by Assembla. Buyer must make an advance Payment Commitment, as described in Section 4 of the Additional Buyer Terms, for the full amount of the weekly price. Buyer is solely responsible for all aspects of describing the deliverables, of selecting the Provider, of managing the Provider's work, and of validating the quality of the Work Product. Either Buyer or Provider can terminate a Weekly service at any time at the cost of a pro-rated payment for the work already performed during that week. Pro-rating is done using a five-day business week.

3.3 Hourly Service: Fixed-rate, renewable hourly services from Providers

An Hourly Service is a renewable one-week service for which Buyer and Provider mutually agree upon (a) a service objective, (b) a start date, (c) an hourly rate, (d) a maximum number of billable hours per week, and (e) a maximum number of weeks to automatically renew the Service. The maximum weekly price cannot exceed one half of the Maximum Payment Commitment.

Provider is solely responsible for delivering Work Product to the Buyer. Provider agrees to use the Assembla TimeTracker software when so requested by Assembla. Buyer must agree to provide payment by credit card, or make an advance Payment Commitment, as described in Section 4 of the Additional Buyer Terms. Buyer is solely responsible for all aspects of describing the deliverables, of selecting the Provider, of managing the Provider's work, and of validating the quality of the Work Product. Either Buyer or Provider can terminate an Hourly Service at any time at the cost of a pro-rated payment for the work already performed. Pro-rating is done using a five-day business week.

4 Assembla As A Provider

At your request, we may agree to act as a Provider, and provide you as a Buyer with a complete or partial project team under the terms of a Fixed-Price, Weekly or Hourly Service. In such a case, the arrangements of Section 3 will hold, but subject to the following exceptions:

- The service price may exceed the Maximum Payment Commitment.
- Disputes will be resolved by the arbitration process described in Section 22 of this MSA.
- We have the option to quote a price for an entire team, rather than for individual team members.
- The Assembla service fee referred to the Additional Buyer Terms of the MSA will not apply.
- We, not you, are responsible for choosing and managing team members, although Buyer retains sole responsibility specifying any milestones or deliverables, and for validating the quality of the Work Product.

- You are not responsible for any tax withholdings for any Assembla team member.
- You may not solicit Assembla team members, and we are not obligated to offer the buyout option described in Section 6 for Assembla team members.

5 Provision Of Services – Generally

We can terminate or suspend purchase or sale of Services by you hereunder at any time, for any reason, including without limitation our determination that you have violated rules, that you are unable to complete the desired work in a professional manner, that you have engaged in an excessive number of disputes, or that there is a risk that you will not pay invoices. If you are a Provider, you agree to immediately stop billable work under a Job Agreement as soon as you are notified of termination or suspension of the Job Agreement; you further agree to provide your services from a workplace that is (a) established at you own expense, and (b) outside of any premises and without any tools of any other employer or customer.

You acknowledge that: (a) this MSA does not constitute an employment agreement or create an employment relationship with us or any other person; (b) any Work Product or other information that is provided or made available to a Buyer in relation to a Service may be shared with the relevant buyer, buyer's customers and other third parties; and (c) you have no expectation of privacy related to the Services or any other activities in connection with this MSA.

6 Provider Buyout Option; Non-Solicitation

If a Buyer and Provider are introduced through the Assembla System, and Buyer subsequently engages the Provider without using the Assembla System, but still pays salaries, wages, bonuses, or fees for services, in any form, to Provider, the Buyer agrees to pay us the same fees as Buyer would if they did use the Assembla System. This fee obligation will be terminated if the Buyer exercises its provider buyout option, which requires Buyer to notify us at support@assembla.com and to pay us a fee of the greater of five thousand US dollars (US \$5000.00) or two hundred and fifty (250) times the median hourly rate of the Provider over the thirty (30) calendar days preceding the date on which the provider buyout offer was filed. If no recent track record exists, we will use the median hourly wage of a Provider or group of Providers we deem comparable.

There is no such buyout option for members of an Assembla team that is acting as a provider for a buyer. Notwithstanding any other clauses in this MSA, you may not solicit or contract with an individual on an Assembla team without written permission from us.

7 Assembla Account; Taxes; Documentation

We will create for you an account ("Account") from which you may deposit and withdraw funds as payment for services rendered. The available methods of transferring funds into and out of the Account, the approximate time it takes to complete each kind of transfer, and the transaction fee, if any, incurred by each kind of transfer, are listed on the Assembla System at <http://www.assembla.com/fees>. You agree to pay any transaction fees incurred by the transfer method that you choose, and you assume responsibility for the on-time arrival of any payment into your Account. You may withdraw funds from your Account at any time, up to the amount of the Available Balance.

All fees charged by Providers and by Assembla are exclusive of all taxes, levies, or duties imposed by taxing authorities. You, and not we, are responsible for any such taxes, levies, or duties related to your transactions, excluding only our United States federal or state income taxes. If we invoice Buyers for tax withholdings, we will be responsible for paying those withholdings, if and when they are collected from a Buyer, to the appropriate tax authorities.

Providers are responsible for documenting their time and Work Product for Assembla. For Providers using the Assembla System, some records may be created automatically for you in the form of Job Agreements and Job Statements. For Providers not using the Assembla System, you must create those records yourself. We agree to send any required Form 1099s to US Providers.

8 Invoicing Process, Late Payments and Late Statements

You agree to the following invoicing process, whether you are acting as Buyer or Provider. The deadlines outlined in the process are strictly enforced for the protection of all parties; these deadlines are intended to limit the direct financial loss of a provider (due to a buyer not paying) and a buyer (due to poor workmanship or incorrect billing of a provider) to two weeks of work (the first week of work, and the following week, during which the invoices are filled and scrutinized while work continues).

- (a) Job Agreements may start or end at any point, but the invoicing process uses a workweek that begins and ends each Sunday at midnight UTC.
- (b) A Buyer is responsible for meeting all financial obligations to Assembla before the start of each workweek, and a Provider is responsible for verifying that they have permission to proceed before beginning each workweek. To start a job without waiting for the start of the Assembla workweek, a Buyer just has to meet their financial obligations by midnight UTC before the day they wish the Provider to start work.
- (c) Providers must file Job Statements (describing the work performed, the amount to charge Assembla, and any other pertinent information) for the past week's work on the Assembla website by midnight UTC of the Tuesday following the conclusion of the week's work ("Statement Due Date"). Provider invoices must include any Buyer-approved expenses for the past week.
- (d) Buyer agrees to review the Job Statement and any associated documentation (for example, time logs and tickets) and register any dispute on the Assembla website by midnight UTC of the Thursday following the conclusion of the workweek ("Dispute Due Date").
- (e) If a Buyer does not file a dispute by the Dispute Due Date, the invoice cannot be disputed later. If Buyer is missing an expected invoice from a Provider, Buyer has the option to dispute the missing invoice. Disputes are simultaneously registered with us and with the Provider.
- (f) For all non-disputed Statements, Assembla will debit or credit Buyer and Provider accounts by the appropriate amount by midnight UTC of the Friday following the workweek's end ("Reconciliation Date").

If at any point Buyer does not make payments in a timely fashion, we reserve the right to levy interest at the rate of 1.5% per month, or the maximum rate allowed by law, whichever is less, plus any associated legal or collection fees to seek compliance from Buyer.

If at any point Provider does not file a Job Statement by the Statement File Date, we reserve the right to delay payment for the Statement. Furthermore, if a Buyer chooses to dispute a Statement due to Provider's lateness, Provider acknowledges that Provider has breached the invoicing process, and could lose the dispute with the Buyer for that reason alone.

9 Dispute Resolution

Any dispute between a Buyer and Provider over a Job Statement, Work Product, or any other matter must be handled through the dispute resolution procedure described in this section, unless Assembla is one of the parties, in which case the resolution method described in Section 22 applies.

- (a) The parties must attempt to resolve any dispute directly, using any means of communication, once the Buyer files a dispute.
- (b) If a satisfactory resolution is reached by midnight UTC of the Sunday following the conclusion of the disputed workweek, Provider must refile its invoice (if necessary) as soon as possible, but not later than noon UTC of the second Tuesday following the end of disputed workweek.

- (c) If no satisfactory resolution is reached by midnight UTC of the Sunday following the conclusion of the disputed workweek ("Arbitration Start Date"), we will notify you to stop work, and both parties will enter an arbitration period during which we will decide on a resolution of the dispute.
- (d) During this arbitration period, you must respond within twenty-four (24) hours to any communication from us.
- (e) Except in cases of gross fraud or incompetence, we will typically base our judgment on whether or not the work was performed as requested, and not on the quality of the work submitted.
- (f) We will render our judgment by midnight UTC of the second Wednesday following the end of the disputed workweek ("Arbitration Due Date"). If appropriate, we may modify both Provider and Buyer Job Agreements by extending the service deadline in each by an amount of time no longer than the suspension period.

Upon consultation with both parties, we may alter this process as necessary to ensure a fair outcome for the parties. If we find any party in violation of any provision of a contract with us, then we can choose to decide the dispute on that basis alone. Even if you choose not to use the Assembla System to execute this dispute resolution process, you are still responsible for adhering to the deadline and notification requirements described in the process.

10 Indemnity

You hereby agree to indemnify and hold us and our subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees, consultant and agents harmless from any claim or demand (including reimbursing us any reasonable attorneys' fees incurred by us in the defense of any such claim or demand), made by any person due to or arising out of Work Product you submit, post, transmit or make available through the Assembla System, your use of the Assembla System, any violation of export or import control laws of any jurisdiction, your violation of the MSA, or your violation of any rights of another. We retain the right to retain counsel of our choosing in our sole discretion. Furthermore, you must cooperate in good faith to assist us in our defense and any settlement negotiations related thereto, and to reimburse us for reasonable settlement amounts, if any.

11 Modifications To Service

We may at any time and from time to time modify or discontinue, temporarily or permanently, the System (or any part thereof) with or without notice. We shall not be liable to you or to any third party for any modification, suspension or discontinuance of the System.

12 Termination

We may, under certain circumstances and without prior notice, immediately terminate your account and access to the System. Cause for such termination shall include, but not be limited to, (a) breaches or violations of the MSA or other incorporated agreements or guidelines, (b) requests by law enforcement or other government agencies, (c) a request by you (self-initiated account deletions), (d) discontinuance or material modification to the System (or any part thereof), (e) unexpected technical or security issues or problems, (f) extended periods of inactivity, (g) your engagement in fraudulent or illegal activities, and/or (h) nonpayment of any fees owed by you in connection with services provided. Termination of your account may result in one or more of the following actions: (a) removal of access to all offerings within the System, (b) deletion of your password and all related information, files and content associated with or inside your account (or any part thereof), and (c) being barred from further use of the System. All terminations for cause may be made at our sole discretion and we shall not be liable to you or any third-party for any termination of your account, any associated email address, or access to the System.

Either you or we may cease providing or accepting new projects under this MSA at any time, with or without cause, by notice to the other party. Such termination shall not relieve any Provider of any commitments to deliver (a) final Work Product for any active Fixed-Price service, (b) any completed or intermediate Work Product on any active Weekly or Hourly service, (c) final invoices and any supporting documentation (e.g. time logs) for any active services; or any Buyer to pay any amounts due. All provisions of this MSA will continue to apply to any services previously entered into hereunder in accordance with their terms.

13 Our Proprietary Rights

We and our licensors reserve all proprietary rights in and to the System. We reserve the right to suspend or terminate your access to the System at any time at our sole discretion, and to modify the System at any time at our sole discretion. Without limiting any provisions contained in the license agreement, you are not entitled to copy the contents of any database contained on, or accessible through, the Assembla System, on any other server or internet-based device.

14 Your Proprietary Rights

By default, unless you modify your Job Agreement, the Buyer will own (a) all copyrights and (b) all patent rights in Work Product, as more specifically detailed in the Additional Buyer Terms and Additional Provider Terms. The Buyer may elect to share a ownership in any Work Product with us or with a Provider. If the Buyer so agrees, you must indicate this in the Job Agreement, and then each of the parties has the rights described in Section 15.

15 Shared Work Product

The terms under which Buyer and Provider (each, a "Joint Owner") agree to share ownership of work product ("Shared Work Product") are as follows:

Each Joint Owner has an undivided interest in the Shared Work Product. Each Joint Owner shall have the independent right to exploit the Shared Work Product subject to the terms and conditions of this MSA.

Under no circumstances shall any Joint Owner have any obligation to account to any other Joint Owner for a share of any profits that may be realized from such Joint Owner's use of Shared Work Product (including any and all modifications of, new versions of and derivative works based on the Shared Work Product), and the parties hereby expressly waive any and all rights they may have with regard to such right of accounting under copyright law.

No Joint Owner shall have an ownership right in or license to use any updates, new versions or modifications of or derivative works based on the Shared Work Product made by the other Joint Owner. No Joint Owner shall have a support obligation to any other Joint Owner with respect to the Shared Work Product.

Nothing limits any Joint Owner from making the Shared Work Product available under any open source or similar license, or making the source code of the Shared Work Product available without the requirement to keep the Shared Work Product confidential.

Nothing limits the rights of any Joint Owner to convey any rights to the Shared Work Product to any third party, so long as such rights are conveyed subject to the restrictions in this MSA.

Each Joint Owner agrees not to assert against the other Joint Owner (or any licensee or assignee of a Joint Owner of the Shared Work Product) any rights under any patent held by the Joint Owner, to the extent such patent is infringed by the Shared Work Product in their original state (before any modification by any other party).

16 Disclaimer Of Warranties

We are not liable for any actions or omissions of a buyer. In particular, and without limitation, we are not liable for any infringements of any proprietary rights by, or related to, any work product or services, nor shall we be liable for any mismanagement of services by a buyer. We do not guarantee providers that they will win any work in the Assembla System.

We do not guarantee or warrant the work of any provider. We do not warrant that the information provided by providers is accurate. We shall not be liable for any actions or omissions of a provider, the provider's availability or replacement, or the provider's performance of the services. In particular, and without limitation, we shall not be liable for any infringements of any proprietary rights by, or related to, any work product or services.

YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

WE MAKE NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND (v) ANY ERRORS IN SOFTWARE WILL BE CORRECTED.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE MSA.

17 Limitation Of Liability

WE SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES).

Our liability for any claim arising out of or in connection with this MSA shall not exceed the lesser of: (a) US \$5,000; and (b) the fees paid or payable to or by you for the twelve (12) month period preceding the date of the claim. This limitation shall apply to any liability, arising from any cause of action whatsoever, whether in contract, tort (including negligence), strict liability or otherwise, even if advised of the possibility of such costs or damages.

18 Exclusions And Limitations

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS OF MAY NOT APPLY TO YOU.

19 Notice

We may provide you with notices, including those regarding changes to the MSA, by email, regular mail, or postings on the Service.

Any notice you desire to send to us must be sent exclusively by submitting an electronic message to support@assembla.com.

20 Modifications To This Agreement

We may notify you of modifications or amendments to this MSA by posting such modification on our website at <http://www.assembla.com/legal>, and by providing notification via electronic mail. Such modifications or amendments shall take effect from the later of the date we issue the notice and the date specified by us in the notice.

21 Definitions

- (a) "Actual Balance" is an amount of money equal to the sum of all deposits and payments to an Assembla account, minus all fees, payments, and withdrawals.
- (b) "Available Balance" is an amount of money equal to the sum of the Actual Balance in an Assembla account, minus the sum of all Payment Commitments.
- (c) "Buyer Job Agreement" is an electronic filing by Buyer that indicates Buyer's agreement to purchase from us a specific service from a specific Provider under the terms of a Fixed-Price, Weekly, or Hourly service option.
- (d) "Buyer" is any individual or company with whom we have contracted to purchase services through the Assembla System.
- (e) "Credit Balance" is an amount of money equal to the sum of the Available Balance in a buyer account and any Credit Line that we have granted.
- (f) "Credit Line" is an amount of money specified by us for a particular buyer account, which contributes to the Available Balance.
- (g) "UTC" is Coordinated Universal Time. It is the international time standard that superceded Greenwich Mean Time.
- (h) "Maximum Payment Commitment" is the maximum amount of money that we will authorize as a Payment Commitment to a single Provider for one two-week time period or a fixed-price service. The Maximum Payment Commitment charge is five thousand US dollars (US \$5,000.00) unless otherwise agreed by us.
- (i) "Payment Commitment" is an amount of money reserved to pay for a single Buyer Job Agreement, and that is due as an advance payment. For a Weekly or Hourly service, a Payment Commitment will not exceed twice the maximum weekly price owed by a Buyer to Assembla for that service. For a Fixed-Price service, a Payment Commitment will not exceed the total price owed by a Buyer to Assembla for that service.
- (j) "Provider Job Agreement" is an electronic filing by Provider that indicates Provider's agreement to sell to Assembla a specific service under the terms of a Fixed-Price, Weekly or Hourly service option.
- (k) "Provider" is any individual with whom we have contracted to offer services through the Assembla System.
- (l) "System" means our proprietary business processes, software, intellectual property and other methods for delivering Assembla Fixed-Price, Weekly and Hourly services.
- (m) "Work Product" refers to any intellectual property, including preliminary and final deliverables, for which Buyer is contracting delivery.

22 General Information

Entire Agreement. The MSA is the entire agreement between both of us and governs your use of the Service, superseding any prior agreements between both of us with respect to the Service. You also may be subject to additional terms and conditions that may apply when you use or purchase certain other services, affiliate services, third-party content, or third-party software.

Choice of Law; Arbitration; Forum. The MSA and the relationship between both of us shall be exclusively governed by the laws of the Commonwealth of Massachusetts, USA, without regard to its conflict of law provisions. All disputes between you and us, excepting the resolution by us of disputes between buyers and providers, shall be resolved by binding arbitration before three (3) arbitrators, selected and proceeding pursuant to the international arbitration rules of the American Arbitration Association, in the English language, in Boston, Massachusetts, USA, or any other location on which all three arbitrators unanimously agree. The arbitrators shall, at either party's request, give a written opinion stating the factual basis and legal reasoning for the decision in the English language. The arbitrators so

appointed shall have the authority to determine issues of arbitrability. The arbitrators shall have the authority to award compensatory damages only and shall not award punitive or exemplary damages. The parties, their representatives, other participants and arbitrators shall hold the existence, subject matter and result of arbitration in confidence. Regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the MSA must be filed as an arbitration claim within one (1) year after such claim or cause of action arose or be forever barred. Notwithstanding the foregoing, either party may, at its sole discretion, seek injunctive relief in any court of competent jurisdiction (including, but not limited to, preliminary injunctive relief).

Waiver and Severability of Terms. Our failure to exercise or enforce any right or provision of the MSA shall not constitute a waiver of such right or provision. If any provision of the MSA is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the MSA remain in full force and effect.

No Third Party Beneficiaries. Except as otherwise expressly provided in this MSA, there shall be no third party beneficiaries to this MSA.

The section titles in the MSA are for convenience only and have no legal or contractual effect.

ADDITIONAL BUYER TERMS

1 Service Options For Buyer

We agree to supply you, within the term of this MSA and at your request, with one or more of the different services described in this MSA.

You agree that by electronically filing a Buyer Job Agreement in the Assembla System, you will purchase from us a specific service from a specific Provider under the terms of a Fixed-Price, Weekly, or Hourly service option. If the Provider is a team, or the Provider is Assembla, you further agree to abide by the any other restrictions described in this MSA. A Buyer Job Agreement will be similar to the form "Buyer Job Agreement" attached hereto.

2 Fees Paid By You

By filing a Buyer Job Agreement, you agree to pay any amount due to the Provider, plus our service fee. You also agree to pay any transaction fees associated with the payment option chosen by you, and any actual tax charges billed by us for remittance to appropriate tax authorities.

A provider's charges are limited to: (a) fees quoted by the Provider prior to your authorizing the Buyer Job Agreement, (b) expenses (at actual cost, without markup) authorized by you in the Buyer Job Agreement, and (c) bonuses provided to the Provider at your sole discretion. Our service fees are calculated as a percentage of the fees and bonuses paid to the Provider, but not expenses. This percentage can be viewed at <http://www.assembla.com/fees>.

3 Buyer Credit

We may at our sole discretion grant you a Credit Line. The terms and duration of the Credit Line will be described in a Buyer Credit Agreement, a separate agreement from this MSA. If no Buyer Credit Agreement is in place, then the Credit Line is zero.

4 Buyer Account; Payment Commitments; Credit Card Payments

You pay our invoices using the Credit Balance of your Account. You increase your Credit Balance by depositing funds in your Account. The Credit Balance must at all times be greater than or equal to zero.

Payment Commitments for Fixed-Price, Weekly, and Hourly services that are paid in advance must be in your Account by the time that you wish work on the service to commence. Payment Commitments will not be deducted from your account until payment of the Provider, or until a judgment is rendered by our dispute resolution process. When you pay an invoice, the amount of the invoice is subtracted from the Payment Commitments and subtracted from the Available Balance.

For services that we agree you may pay by credit card (without an advance Payment Commitment), you hereby authorize us: (a) at the time that you submit your first Job Agreement to us, to run a credit card authorization of a credit card provided by you ("Credit Card") and store your Credit Card details as your method of payment for services; (b) to charge to your Credit Card, at any time following the issue of an invoice, the full amount of such invoice; (c) if at any time your Credit Card is rejected or invalidated, or you revoke our authority to charge your Credit Card pursuant to this section, to: (i) suspend your access to the Assembla System and any of your Job Agreements or other services until such time as you provide to us a credit card on which we are able to run a credit card authorization ("Replacement Card"); and (ii) charge to the Replacement Card the amount of any outstanding invoice, together with interest in the amount of one and one half percent (1.5%) per month or the maximum rate allowed by law, whichever is less, on the amount of such invoice, commencing from the date of the invoice until the date that you provide the Replacement Card; and (d) to charge to any Replacement Card the charges that we

would have otherwise charged to the Credit Card pursuant to item (b) as if the Replacement Card was your Credit Card.

If the Available Balance ever becomes less than the sum of all your Payment Commitments and actual payments, we may, at our sole discretion, notify any affected Providers to stop work immediately.

5 Ownership of Intellectual Property

You grant to us a limited, non-exclusive, revocable (at any time, at your sole discretion) right to: (a) use, store, copy, transmit and display the Work Product related to your Buyer Job Agreements using the Assembla System, solely as necessary for the performance of the services on the particular assignment for which the deliverables are provided; and (b) sub-license to a Provider your rights contained in paragraph (a), provided that you reserve all other rights and interest, as well as title and ownership, in and to the Work Product. You warrant and represents that the grant of rights to and use of the Work Product pursuant to this section does not violate any third party rights. You agree not to transfer, or require the transfer of the Work Product, to any jurisdiction where such transfer is prohibited by the export or import control laws of such jurisdiction.

At the conclusion or termination of a Buyer Job Agreement, or upon receipt by us of your payment for the services performed, whichever is later ("termination date"), we shall assign all of our proprietary rights to the Work Product to you. To the extent that under mandatory law, our proprietary rights cannot be assigned, we irrevocably agree to grant, and hereby grant, to you an exclusive (excluding also us), perpetual, irrevocable, unlimited, worldwide, fully paid and unconditional license to use and commercialize our proprietary rights to the Work Product in any manner now known or in the future discovered with effect from the termination date. To the extent such license grant is not fully valid, effective or enforceable under mandatory law, we irrevocably agree to grant, and hereby grants, to you, such rights as you reasonably request in order to acquire a legal position as close as possible to full and exclusive legal ownership of our proprietary rights to the work product. We also irrevocably authorize you to act and sign on our behalf and take any necessary steps in order to perfect your rights under this section.

At your discretion, you may elect to share a ownership in any Work Product with us or with a Provider. If so, you agree to indicate this in the Buyer Job Agreement, and then each of the parties has the rights described in the Agreement under "Shared Work Product". By default, unless you modify the Buyer Job Agreement, you will own (a) all copyrights and (b) patent rights, if any, and you can expect that (c) Providers will have agreed to execute a document indicating that any 3rd party software that they include in Work Product will not abridge your unrestricted rights to the work product.

6 Nondisclosure & Return

To the extent that you provide confidential information to us, we shall protect the secrecy of the confidential information with the same degree of care as we use to protect our own confidential information, but in no event with less than due care. We shall not: (i) publish or otherwise disclose confidential information to anyone, except the provider(s) engaged by you for the assignment; and (ii) use the confidential information, except as necessary for the performance of services for your assignment which includes, without limitation, the storage or transmission of confidential information on or through Assembla tools for use by the provider.

With respect to maintaining the confidentiality of, and returning, confidential information provided to a Provider, our obligations shall be limited to requiring such a Provider to execute an agreement requiring that the Provider honor the same nondisclosure and return policies described above in this section.

ADDITIONAL PROVIDER TERMS

1 Provision Of Services

You agree to supply us, within the terms of this MSA, with one or more of the different services described in this MSA.

You agree that by electronically filing a Provider Job Agreement in the Assembla System, you will sell us a specific service as specified in the Provider Job Agreement. A Provider Job Agreement will be similar to the form "Provider Job Agreement" attached hereto.

You also agree that Assembla may, at its discretion, change the Buyer to whom you are providing services. In such a case, you will still retain your right to cancel your Job Agreement, subject to the terms of Section 3 of this MSA.

2 Fees

You agree to limit your Statement charges to (a) fees and (b) expenses (at actual cost, without markup) authorized in your Provider Job Agreement. Bonuses may be provided to you at the sole discretion of the Buyer.

We will deposit in your Assembla Account the total of any undisputed statement filed by the Statement File Date within fourteen (14) calendar days. Further, in the case that a Buyer pays late, or not at all, and you have fully complied with the terms of this MSA and your Provider Job Agreement, we will still pay you on time. We will not share with you any late fees charged to the Buyer.

You are solely responsible for: (a) determining whether either you or we are required by applicable law to remit to the appropriate authorities any value added tax or any other taxes or similar charges applicable to the Provider Fees, and remitting any such taxes or charges to the appropriate authorities on behalf of itself or us, as appropriate; and (b) determining whether we are required by applicable law to withhold any amount of the Provider Fees, notifying us of any such requirement and indemnifying us (either by permitting us to offset the relevant amount against a future payment of Provider Fees or by refunding to us the relevant amount, at our sole discretion) for any requirement to pay any withholding amount to the appropriate authorities.

3 Intellectual Property

You warrant that no Work Product includes any pre-existing software, technology or other intellectual property unless the IP has clear provenance, and can be used by you and Buyer without restriction, or with restrictions agreed to by the buyer in written postings visible in the Assembla System. You agree to mark any pre-existing work-products with an accurate license notice. Any exception to this must be agreed upon with the Buyer in your Provider Job Agreement.

All Proprietary Rights to any Work Product, whether the Services have been performed at our or Buyer's request, shall vest exclusively in us upon creation. If under mandatory law, Proprietary Rights do not vest in us upon creation, you hereby assign all of your Proprietary Rights to any Work Product to us, effective upon creation. To the extent that under mandatory law, rights can only be assigned after creation, you irrevocably agree to assign, immediately following the creation, your Proprietary Rights to Work Product exclusively to us. To the extent that under mandatory law, Proprietary Rights cannot be assigned, you irrevocably agree to grant, and hereby grants, to us an exclusive (excluding also yourself), perpetual, irrevocable, unlimited, worldwide, fully paid, and unconditional license to use and commercialize Proprietary Rights to Work Product in any manner now known or in the future discovered. To the extent such license grant is not fully valid, effective or enforceable under mandatory law, you irrevocably agree to grant, and hereby grant, to us, such rights as we reasonably request in order to

acquire a legal position as close as possible to full and exclusive legal ownership. In order to ensure that we will be able to acquire, perfect and use such Proprietary Rights, you must: (i) transfer possession, ownership, and title to media, models, and other tangible objects containing Work Product and related IP to us; (ii) sign any documents at our request; and (iii) provide us with support and reasonable access to information for recording, perfecting, securing, defending, and enforcing such Proprietary Rights. You also irrevocably authorize us to act and sign on your behalf and take any necessary steps in order to protect our rights under this section. Under no circumstances may you transfer or assign proprietary rights to Work Product to a Buyer or any other third party, except upon our prior written consent.

By default, you will retain no proprietary rights in the Work Product. However, you and Buyer may elect to grant you shared ownership rights in the Work Product, in which case each of the parties has the rights described in the Agreement under "Shared Work Product".

4 Nondisclosure & Return

You must protect the secrecy of the confidential information with the same degree of care as you use to protect your own confidential information, but in no event with less than due care. You may not: (i) publish or otherwise disclose confidential information to anyone, except the Buyer of the Work Product; or (ii) use the confidential information, except as necessary for the performance of services for Buyer's assignment which includes, without limitation, the storage or transmission of confidential information on or through Assembla tools for use by you.

5 Warranties

You warrant and represent that:

- Services shall be performed in a professional and workmanlike manner.
- You will comply with all applicable laws related to the provision of Services.
- All Work Product shall be original, unless approved by us or by the Buyer, as indicated by your Provider Job Agreement.
- No Work Product shall infringe anyone in anyway.

6 Use Of Subcontractors Or Employees

If you use subcontractors or employees to perform services for you hereunder, you must identify each of them to use, and obtain from each individual who provides services in connection therewith an agreement substantially similar to the form of "Acknowledgment of Independent Contractor Status and Assignment of Rights" attached hereto.

Form of Acknowledgment of Independent Contractor Status & Assignment of Rights

1. Independent Contractor Status. I am an employee or subcontractor of [insert name of provider] ("Provider"). I acknowledge and agree that Provider and its subcontractors are performing the services pursuant to a Consultant Agreement (the "Agreement") as independent contractors of Assembla, LLC, and not as an Assembla employee. Unless specifically authorized in writing by Assembla, I shall not enter into any contract, sign any agreement, incur any expense or otherwise take action on behalf of or in the name of Assembla. Notwithstanding any other relationship that I may have with Assembla to the contrary, nothing contained in the Agreement is intended to, nor shall it be deemed or construed to, constitute Assembla and me as partners, joint venturers or otherwise other than as a independent contractor.

2. Assignment of Rights. I assign to Provider, without royalty or any further consideration, my entire right, title and interest (including all patent, copyright, trade secret and other intellectual property rights) in all inventions, discoveries, improvements, innovations, ideas, designs, drawings, works of authorship, formulas, methods, techniques, concepts, configurations, compositions of matter, computer programs, computer code, writings, or any combination thereof, whether or not subject to patent, copyright, trademark or trade secret protection (hereinafter "Work Product"), produced or created by me, alone or in conjunction with others, for Provider as a result of, or related to, performance of work or services under the Agreement. This assignment is effective as of the creation of any protectable Work Product. I acknowledge that all Work Product may be owned by or license to Assembla according to the terms of the Agreement. I will cooperate with all lawful efforts of Provider to register and enforce this assignment. I shall execute and aid in the preparation of any papers that Provider may consider necessary or helpful to obtain or maintain any patents, copyrights, trademarks or other proprietary rights at no charge to Provider, but at its expense. Provider shall reimburse me for reasonable out-of-pocket expenses incurred.

3. Confidentiality. I agree, at all times during and after the term of the Agreement, to hold all Confidential Information in the strictest confidence. I will not disclose to any person or entity or utilize for benefit or profit of myself or any other person or entity, any Confidential Information without the prior written consent of Assembla, except to the extent any Confidential Information is absolutely required to be disclosed to employees or agents of Provider who must have such information to perform Provider's obligations under the Agreement. Upon Assembla's request, I will promptly return to Assembla (or if requested, destroy and certify in writing that I have destroyed) all originals and copies of all documents, records, software programs, media and other materials containing any Confidential Information. As used herein, the term Confidential Information shall mean any and all information, in whatever forms and however disclosed or known, concerning or relating to Assembla, including but not limited to, its activities, business, suppliers, referral sources, know-how, trade secrets, data, formulae, compositions, processes, designs, programs, specifications, marketing, research, development, business plans, customer lists, customer billing information, technical information, computer programs or code, affiliate contacts, sales techniques, strategies, price lists, personnel assignments, organization, structure, processing or servicing techniques, sales, projections, distribution network, structure, maintenance, requirements or habits of any customer, client or affiliate, or financial or managerial affairs, that is not generally known by persons not employed or engaged by or on behalf of Assembla and which is or has been disclosed to me by or on behalf of Assembla or Provider or of which I became aware as a consequence of or through my relationship with Assembla, including without limitation all Work Product.

Signature: _____

Name:

Address:

Date:

Form of Provider Job Agreement

Buyer Approval	Provider Approval	Terms of Service (all terms are customizable by Buyer & Provider)
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Description of expected work product and/or role:
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Service Type:
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Start Date: End Date: Duration:
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Provider's commitment:
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Provider's fee:
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	All copyrights and all patent rights will be owned by Buyer. (may be edited)
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Any 3rd party software included in work product will not abridge Buyer's unrestricted rights to work product. (may be edited)
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Provider may expense 0 items. (may be edited)
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Provider compensation is limited to the service fee. (may be edited)
	<input checked="" type="checkbox"/>	I, [provider], agree to supply Assembla with the service described in this Provider Job Agreement under the terms of the Assembla Master Services Agreement.

Form of Buyer Job Agreement

Buyer Approval	Provider Approval	Terms of Service (all terms are customizable by Buyer & Provider)
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Description of expected work product and/or role:
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Service Type:
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Payment Type:
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Start Date: End Date: Duration:
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Provider's commitment:
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Total Service Fee: Provider's share:
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	All copyrights and all patent rights will be owned by Buyer. (may be edited)
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Any 3rd party software included in work product will not abridge Buyer's unrestricted rights to work product. (may be edited)
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Provider may expense 0 items. (may be edited)
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Provider compensation is limited to the service fee. (may be edited)
<input checked="" type="checkbox"/>		I, [buyer], agree to retain Assembla to provide the service described in this Buyer Job Agreement under the terms of the Assembla Master Services Agreement.