

These Gusto State Registration Terms (the "**State Registration Terms**"), together with the Gusto Terms of Service Agreement available at <https://gusto.com/about/terms> (the "**Gusto Terms**") and the CorpNet Terms and Conditions available at <https://www.corpnet.com/legal/terms-and-conditions/> (the "**CorpNet Terms**") (collectively, the "**State Registration Agreement**"), set forth the terms and conditions under which ZenPayroll, Inc., a Delaware corporation doing business as Gusto ("**Gusto**") at <https://gusto.com> (the "**Gusto Platform**"), agrees to provide certain, eligible customers (each, a "**Customer**") with the opportunity to request, obtain, and review results of state registration service performed by Gusto's state registration partner, CorpNet, Inc. ("**CorpNet**"), a Delaware corporation, via the Gusto Platform (the "**State Registration Service**").

These State Registration Terms are "Service Terms" under the Gusto Terms. Capitalized terms used but not otherwise defined in these State Registration Terms have the meanings ascribed to such terms in the Gusto Terms. The State Registration Agreement is a legally binding agreement between Gusto and Customer. The individual agreeing to these State Registration Terms on behalf of Customer (the "**Authorized Signatory**") is encouraged to read the State Registration Agreement carefully and to save a copy of it for Customer's records. The Authorized Signatory represents and warrants that such Authorized Signatory has the authority to bind Customer to the State Registration Agreement. By (i) checking the box presented with these State Registration Terms, (ii) initiating a state registration for any entity using the Gusto Platform, or (iii) accessing or using the State Registration Service, effective as of the date of such action, Customer agrees to be bound by the State Registration Agreement.

1. These State Registration Terms are Part of and Governed by the Gusto Terms

The terms and conditions of the Gusto Terms agreed to in connection with the creation of any Customer's account, including but not limited to all representations, warranties, covenants, disclaimers, limitations on liability, agreements, and indemnities relating to the Services, are incorporated herein by reference, and Customer acknowledges and agrees that the representations, warranties, covenants, disclaimers, limitations on liability, agreements, and indemnities contained in the Gusto Terms shall remain in full force and effect to the full extent provided therein.

If the terms and conditions of these State Registration Terms conflict with the terms and conditions of the Gusto Terms, the terms and conditions of these State Registration Terms shall control with respect to the State Registration Service.

THE GUSTO TERMS, AVAILABLE AT [HTTPS://GUSTO.COM/ABOUT/TERMS](https://gusto.com/about/terms), CONTAIN IMPORTANT INFORMATION REGARDING LIMITATIONS OF GUSTO'S LIABILITY, GUSTO'S WARRANTY DISCLAIMERS, CUSTOMER'S INDEMNIFICATION OBLIGATIONS, CUSTOMER'S DUTY TO MITIGATE DAMAGES, THE LAW GOVERNING GUSTO'S PROVISION OF THE STATE REGISTRATION SERVICE, AND DISPUTE RESOLUTION PROCEDURES THEREUNDER.

2. These State Registration Terms are in Addition to and Separate from the CorpNet Terms

These State Registration Terms, the Gusto Terms, and Gusto's Privacy Policy available at <https://gusto.com/about/privacy> (the "**Gusto Privacy Policy**") govern Customers' access to the State Registration Service through the Gusto Platform and are in addition to and separate from any terms governing services rendered by CorpNet via <https://www.corpnet.com/> (the "**CorpNet Platform**"). The CorpNet Platform is governed by the CorpNet Terms and Conditions, available at <https://www.corpnet.com/legal/terms-and-conditions/>, and CorpNet's Privacy Policy, available at <https://www.corpnet.com/legal/privacy-policy/>. Customer is encouraged to read and review the terms and policies governing the Gusto Platform and the CorpNet Platform (the "**Platforms**"). Customer acknowledges that, under these State Registration Terms, the policies and terms of both of the Platforms govern and may be inconsistent. Where any provision governing the Gusto Platform conflicts with any provision governing the CorpNet Platform, the provision governing the Gusto Platform shall control for the purposes of services rendered on the Gusto Platform and pursuant to the State Registration Agreement.

3. Obligations Under the Gusto Terms

In addition to the obligations specified in these State Registration Terms, Customers have certain obligations under the Gusto Terms, including but not limited to obligations to to (i) designate an Account Administrator; (ii) be responsible for actions taken under Customer's Account; (iii) follow instructions Gusto provides to Customer with respect to the Services; (iv) provide accurate, timely, and complete information, and maintain the accuracy and completeness of such information, in order for Gusto to perform the Services; (v) maintain applicable accounts with providers of Third-Party Services; and (vi) abide by certain obligations and refrain from taking certain prohibited actions, as described in further detail in Section 8 (User Is Responsible for Certain Information and Obligations Relating to the Services), Section 13 (General Prohibitions), and Section 21 (Duty to Mitigate) of the Gusto Terms.

4. State Registration Service

Provided that Customer meets its obligations and comply with the terms of the State Registration Agreement, Gusto will provide Customer with the State Registration Service. The State Registration Service shall include (i) the ability for Customer to fill out and submit an order through the Gusto Platform for CorpNet's state registration services (each, a "**State Registration Order**"); (ii) the registration by CorpNet of such Customer's entity with Customer's chosen state on behalf of Customer; and (iii) the transmittal by CorpNet of Customer's registered account information, including applicable tax rates, to Gusto.

Customer acknowledges that CorpNet, and not Gusto, is responsible for incorporating and/or registering entities on behalf of Customer. As such, Customer (a) authorizes CorpNet and its employees, agents, or other designees to act as the incorporator or organizer of the Company, as applicable; (b) acknowledges that the person designated to incorporate or organize for the Company shall have the sole function of filing Company's Articles of Incorporation and/or other required documents with the appropriate state office; and (c) acknowledges that the individual designated by CorpNet as Company's incorporator is not a shareholder, member, manager, director, officer, or other interested party and has no real liability, on-going duty, or other significance.

5. Service Fees and Charges

As part of the State Registration Service, Gusto will invoice Customer, on behalf of CorpNet, for any and all fees that Customer has incurred and/or agrees to pay in connection with Customer's State Registration Orders. (the "**State Registration Service Fees**").

Customer further authorizes Gusto to debit Customer's designated bank account, as specified by Customer through the Gusto Platform, for all State Registration Services Fees as they become payable during the Term.

Additionally, Customer agrees to reimburse Gusto for any sales, use, and similar taxes arising from the provision of the State Registration Service that any federal, state, or local governments may impose. Any such taxes will be included on Customer's monthly invoice.

6. Limitation of Liability

Gusto is not responsible or liable for: (i) Customer's use or inability to use the State Registration Service; (ii) any information obtained from or relied upon as a result of the State Registration Service; (iii) any interruption, error, delay, or failure arising out of or in connection with the State Registration Service; or (iv) Customer's violation of applicable laws, rules, or regulations arising out of or in connection with the State Registration Service.