

Gusto R&D Tax Credit Services Terms

Last updated June 6, 2022

These Gusto R&D Tax Credit Services Terms (the “**Gusto R&D Services Terms**”), together with the Gusto Terms of Service Agreement available at <https://gusto.com/about/terms> (the “**Gusto Terms**”) and the R&D Tax Credit Redemption Service Terms available at www.gusto.com/about/terms/rd-tax-credit (the “**R&D Credit Redemption Terms**”) (collectively, the “**Gusto R&D Services Agreement**”), set forth the terms and conditions under which Gusto, Inc. (“**Gusto**”) and its subsidiary Ardius, LLC and its affiliates (“**Ardius**”), a Gusto company, agree to provide eligible customers of Gusto, Inc. (“**Gusto**”) (each a “**User**,” as defined in the Gusto Terms) with the ability to request certain R&D tax services from and become a customer of Ardius (each, a “**Customer**”), via the Gusto Platform.

If Customer is agreeing to these terms on behalf of a business or an individual other than Customer, Customer represents and warrants that Customer has authority to bind that business or other individual to this Gusto R&D Services Agreement, and Customer’s agreement to these terms will be treated as the agreement of such business or individual. In that event, “**Customer**” also refers to that business or individual. By clicking the applicable button or checking the applicable box to indicate Customer’s acceptance of the Gusto R&D Services Agreement, Customer agrees, effective as of the date of such action, to be bound by these Gusto R&D Services Terms.

The terms and conditions of the Gusto Terms agreed to in connection with the creation of Customer’s Account, and/or Customer’s enrollment in the Gusto Payroll Service, including but not limited to all representations, warranties, covenants, disclaimers, limitations of 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 of liability, agreements, and indemnities contained in the Gusto Terms shall remain in full force and effect to the full extent provided therein. Capitalized terms not otherwise defined herein have the meanings assigned to them in the Gusto Terms or the R&D Credit Redemption Terms, as applicable.

YOU AGREE TO THE ARBITRATION AGREEMENT AND CLASS ACTION WAIVER DESCRIBED IN SECTION 17 HEREIN.

1. Gusto R&D Tax Credit Services

Provided that Customer (i) meets Customer's payment obligations; (ii) complies with the terms of this Gusto R&D Services Agreement, and; (iii) meets the Eligibility Criteria (as defined below), Ardius will provide the R&D Tax Credit Study Service (as defined below, and f/k/a Gusto R&D Tax Credit Service powered by Ardius), to Customer via the Gusto Platform. Customer's use of the R&D Tax Credit Study Service shall include access to, and use of, Gusto's R&D Credit Redemption Service (as defined below, and f/k/a Gusto R&D Tax Credit Service), and Gusto shall provide such access provided that Customer complies with the obligations of this Gusto R&D Services Agreement. Collectively, the R&D Tax Credit Study Service and the R&D Credit Redemption Service are referred to as the **Gusto R&D Tax Credit Services**.

Ardius will perform the R&D Tax Credit Study Service, which includes the following, depending on the information that Customer is able to provide: (a) creating an account for Customer in the Ardius website portal, (b) reviewing Customer records, such as contracts and invoices (collectively "**Customer Documentation**") provided to Ardius by Customer, (c) interviewing Customer's employees and/or business personnel (collectively "**Customer Interviews**"), (d) using Customer Documentation and Customer Interviews (collectively, "**Provided Information**" as further defined herein) to prepare a final report (the "**R&D Tax Credit Study Report**" f/k/a the Ardius Report) that documents what Customer activities may constitute qualified research for purposes of filing for and possibly receiving a Federal R&D Tax Credit, and (e) utilizing the Provided Information to prepare applicable tax forms (the "**Customer Tax Forms**") (collectively, the "**R&D Tax Credit Study Service**").

Customer's enrollment in and use of the R&D Tax Credit Study Service (in compliance with these Gusto R&D Services Terms) enables Customer to access and use the R&D Credit Redemption Service through the Gusto Platform as described in the R&D Credit Redemption Service Terms, which are available at gusto.com/about/rd-tax-credit and incorporated herein by reference.

Unless otherwise specified in writing, neither Ardius nor Gusto is responsible for providing any assistance in preparing for or responding to tax audits, examinations, inquiries or communications of any kind from any state or federal tax authority or anyone reasonably believed to represent a state or federal tax authority. Ardius and Gusto are not in the business of providing professional or legal advice. We encourage Customer to consult an attorney prior to using the Gusto R&D Tax Credit Services (including the R&D Tax Credit Study Service and the R&D Credit Redemption Service) and in the event of an audit or examination.

Customer shall be responsible for: (i) collecting and providing requested Customer Documentation, (ii)

identifying and scheduling participants for Customer Interviews in coordination with Ardius, (iii) participating in Customer Interviews as needed, (iv) reviewing and editing or verifying the accuracy of all Materials (as defined herein), including R&D Tax Credit Study Reports and Customer Tax Forms; (v) making Customer's own decisions on what to include in applicable tax filings and forms; (vi) finalizing, compiling and filing Customer Tax Forms with the applicable tax agencies; and (vii) all communications (written or oral) or interactions with tax agencies or authorities or anyone reasonably believed to be a representative of a tax agency or authority.

For avoidance of doubt, Customer is solely responsible for all state or federal tax filings, filing decisions, and any communications with any tax authority or agency (or anyone reasonably believed to represent a tax authority or agency), including the contents of any documents or information provided to any tax authority or agency.

2. Eligibility Requirements for the Gusto R&D Tax Credit Services

Customer acknowledges and agrees that the eligibility requirements in Section 4 of the R&D Credit Redemption Terms apply herein with full force. Without limiting the foregoing, Customer acknowledges that only businesses that qualify for the Federal R&D Tax Credit are eligible for the Gusto R&D Tax Credit Service. Eligibility requirements for the Federal R&D Tax Credit are established by the Internal Revenue Service ("IRS"), and more information about the Federal R&D Tax Credit, including the IRS eligibility rules for the Federal R&D Tax Credit (the "Eligibility Criteria"), can be found on the IRS website. Before enrolling a company (the "Company") in the R&D Tax Credit Study Service, Customer is encouraged to consult with an accountant or attorney to determine whether such Company is eligible for the Federal R&D Tax Credit. Ardius may undertake an independent assessment of whether a Company is eligible for Federal R&D Tax Credits. In the event that Ardius determines a Company is not eligible for the Federal R&D Tax Credit, Ardius shall promptly inform Customer of the same and this Agreement and the Gusto R&D Tax Credit Services shall be terminated, subject to the terms of Section 14 below and Customer shall not be invoiced for any of Service Fees described in Section 5 herein.

3. Customer Responsibilities Related to the Gusto R&D Tax Credit Service

For avoidance of doubt, Section 5 of the R&D Credit Redemption Terms applies herein with full force and effect. Without limiting the foregoing, by accepting these Gusto R&D Services Terms, Customer also acknowledges and agrees to the following:

(i) Instructions: Gusto and Ardius may provide Customer with instructions about how to use the R&D Tax Credit Study Service. Customer is solely responsible for following those instructions, whether sent by email, by posting on the Gusto Site or Ardius's website, or otherwise.

(ii) Provided Information: Customer represents that Customer has the authority to share Provided Information

(as defined herein) with Ardius and Gusto, and Customer understands that Customer is solely responsible for the accuracy, currency, and completeness of such Provided Information as further described in Sections 8 and 9 herein. If Customer is an accountant for the Company (each, a “**Company Accountant**”), then by accepting this Gusto R&D Services Agreement or using either the R&D Tax Credit Study Service or R&D Credit Redemption Service Customer represents and warrants that the Company has authorized Customer to share such Provided Information with Ardius and Gusto on Company’s behalf.

(iii) Review and approval: Customer is responsible for reviewing all Customer Tax Forms, the R&D Tax Credit Study Report, summaries, information, documents or materials (collectively, “**Materials**”) that Ardius may submit to Customer for review, and Customer must notify Ardius of any inaccuracies in the Materials as soon as possible, or within a timeframe specified by Ardius. If Customer is a Company Accountant, then Customer represents and warrants to Ardius that Customer is authorized to review the Materials on Company’s behalf. Customer accepts full responsibility for all results, outcomes, and/or consequences of Customer’s use of or reliance on the R&D Tax Credit Study Service, including, without limitation, the final R&D Tax Credits awarded by the IRS, and for Customer’s reliance on any of the Materials.

(iv) Third party notices: Customer must promptly notify Ardius of any third-party notices that Customer may receive which could affect Ardius’s ability to effectively provide the R&D Tax Credit Study Service, or which could increase the likelihood that a Claim (as defined below) is brought against Customer, Ardius, or Gusto in connection with the R&D Tax Credit Study Service, e.g. notices from the IRS or other government agencies regarding penalties or errors relating to the R&D Tax Credit Study Service.

(v) Communications with tax agencies: Customer is solely responsible for all tax filings, filing decisions, and any communications with any tax authority or agency (or anyone Ardius or Gusto reasonably believes to represent a tax authority or agency), including the contents of any documents or information (including any Customer Tax Forms that Customer may choose to file) provided to any tax authority or agency. Unless otherwise specified by Ardius or Gusto in writing, neither Ardius nor Gusto is responsible for providing any assistance in preparing for or responding to tax audits or examinations, and Gusto and Ardius are not in the business of providing professional or legal advice. Ardius encourages Customer to consult an attorney in the event of an audit or examination.

4. Ardius Audit Guidance Does Not Constitute Professional or Legal Advice

If specifically included in the R&D Tax Credit Study Service, and in the event that Customer receives an IRS or state tax audit letter and/or notice regarding or relating to the Customer Tax Forms prepared by Ardius as described below, Ardius may undertake commercially reasonable efforts to provide Customer with up to 10 hours of informational guidance regarding what to expect and how to prepare for an audit (“**Ardius Audit**

Guidance”). Ardius Audit Guidance does not constitute legal, tax, regulatory or other professional advice and is for informational purposes only. Ardius will not act as Customer’s representative in an audit. Customer is encouraged to consult an attorney for guidance in the event of an audit or examination.

Ardius Audit Guidance only applies to federal and state tax audit notices and/or letters. To request Ardius Audit Guidance, Customer must provide Ardius with copies of the relevant notice or letter in addition to copies of the relevant Customer Tax Forms and any relevant Customer Documentation as may be specified or requested by Ardius in its sole discretion. Ardius Audit Guidance will only be available to Customers for three years following the federal filing date of the relevant Customer Tax Forms (so, for example, Ardius may provide Ardius Audit Guidance to Customer for Customer Tax Forms for the 2021 tax year up to April 18, 2025, three years following the 2022 federal filing deadline of April 18, 2022) and Customer must request such Ardius Audit Guidance prior to the expiration of the three year period. Ardius Audit Guidance will not be available to Customers who have materially altered or modified (as determined by Ardius in its sole discretion) the information or content on the Customer Tax Forms as originally drafted by Ardius.

5. Gusto R&D Tax Credit Services Fees

Ardius (either directly or by and through its parent company, Gusto) will invoice and Customer agrees to pay the fees for the Gusto R&D Tax Credit Services (the “**Gusto R&D Tax Credit Services Fees**”). The Gusto R&D Tax Credit Services Fees are listed on the applicable fee schedules at <https://gusto.com/product/pricing> and www.ardius.com/about/pricing. From time to time Ardius or Gusto may offer discounts on the Gusto R&D Tax Credit Services Fees at their sole discretion. In such cases the discounts shall be confirmed with the Customer in writing on the applicable invoice or Sales Agreement. In addition, Ardius and Gusto may update the Gusto R&D Tax Credit Services Fees at any time.

Customer shall pay such invoice within thirty (30) days of receipt thereof via money transfer, ACH, check, or any other payment method Ardius or Gusto may deem acceptable in its sole discretion. All Gusto R&D Tax Credit Services Fees, including fees for Utilized R&D Credits (as defined further herein), are non-refundable unless otherwise specified in the R&D Tax Credit Study Service Agreement. Customer understands that failure to pay Gusto R&D Tax Credit Services Fees as they become payable may result in suspension or termination of this Gusto R&D Tax Credit Services Agreement.

Customer may utilize claimed R&D Tax Credits to offset Customer’s payroll tax liabilities. When Customer utilizes an R&D Tax Credit identified by and claimed in reliance on or as a result of Customer’s use of the R&D Tax Credit Study Service (a “**Utilized R&D Credit**”), Ardius or Gusto shall invoice customer for a percentage of the total monetary value of the Utilized R&D Credit(s) as stated on the applicable fee schedules.

Customer agrees to reimburse Ardius for any sales, use, and similar taxes arising from the provision of the

Gusto R&D Tax Credit Services that any federal, state, or local governments may impose.

In the event that Customer elects to terminate this Gusto R&D Services Agreement in accordance with Section 14 of these Gusto R&D Services Terms, or the Company for whom Customer has requested Ardius provide the R&D Tax Credit Study Service is acquired or undergoes a change in ownership, Customer shall be responsible for payment of the total of the remaining Gusto R&D Tax Credit Services Fees, including any fees based on the unutilized R&D Tax Credits, incorporating any relevant discounts, and Ardius or Gusto will invoice Customer for the same in accordance with the terms of this Section 5.

6. User Accounts

To use the R&D Tax Credit Study Service, Customer must have an account with Ardius (an “**Ardius Account**”). Customer hereby authorizes Ardius to obtain and store Customer’s Account information as necessary to make the R&D Tax Credit Study Service available to Customer. An Ardius Account is not required if Customer elects only to use the R&D Credit Redemption Service and is not enrolling in the R&D Tax Credit Study Service.

7. Privacy Policy

Please refer to Ardius’s Privacy Policy for information on how Ardius collects, uses, and discloses information from Customer. Customer acknowledges and understands that Ardius may collect, use, and disclose Customer’s information pursuant to Ardius’s Privacy Policy as it may be updated from time to time. Ardius is a subsidiary and affiliate of Gusto, and customer authorizes Ardius to access payroll and expense information from Customer’s Gusto account in order to perform the R&D Tax Credit Study Service. For more information on how Gusto and its affiliates and subsidiaries collect, use and disclose information from Users, please refer to Gusto’s Privacy Policy.

8. Ardius has No Liability for Provided Information

Neither Ardius nor Gusto is responsible or liable for determining the Federal R&D Tax Credit that Customer may be eligible to claim in a given tax year (the “**Available Credit**”). Determining the amount of Available Credit remains solely the responsibility of the Customer. Customer must provide Ardius with the necessary

information for Ardius to perform the R&D Tax Credit Study Service, which may include Customer Documentation such as (a) employee W-2 information via Company documents and/or API access to Company's payroll service API (as applicable), (b) general ledger information regarding departmental contract and supply costs via connecting to Company's accounting service API (as applicable), (c) previously filed tax returns; (d) invoices and contracts, as necessary, related to contract costs or research expenses, and (e) contemporaneous documentation supporting the qualification of activities; as well as information collected via or during Customer Interviews (collectively, "**Provided Information**"). For the avoidance of doubt, Provided Information includes Customer Documentation and Customer Interviews.

Customer is solely responsible for the accuracy, timeliness, and completeness of such Provided Information and for maintaining the accuracy and completeness of such Provided Information. Customer understands that Ardius will rely on the Provided Information furnished by Customer in performing the Gusto R&D Tax Credit Services. Neither Ardius nor Gusto is not responsible or liable for any consequences or Claims (as defined below), including but not limited to, any Resulting Errors (as defined in the Gusto Terms) arising from Ardius's or Gusto's reliance on the Provided Information.

9. Obligation to Notify Ardius of Changes to Provided Information

Customer must promptly notify Ardius of any changes to the Provided Information. In particular, Customer must promptly notify Ardius if (i) Customer has changed the employer identification number to which any Available Credit should apply or (ii) Customer has used any portion of its Available Credit against its business income taxes. Ardius and Gusto are not responsible or liable for any consequences or Claims (as defined below), including but not limited to any Resulting Errors, arising from Customer's failure to notify Ardius or Gusto of any changes to the Provided Information.

10. Proprietary Rights

Customer retains all intellectual property rights in and to Customer's information or data, including Provided Information, and Gusto retains all intellectual property rights in the Gusto R&D Tax Credit Services. Customer grants Ardius and Gusto a limited license to use Customer's information and/or data, including Provided Information, to provide and improve the Gusto R&D Tax Credit Services. Customer agrees that any feedback or suggestions provided by Customer to Ardius or Gusto about the Gusto R&D Tax Credit Services ("Feedback") is given entirely voluntarily, and Ardius and Gusto will be free to use, disclose, reproduce, license, or otherwise distribute and exploit such Feedback as they see fit, entirely without obligation or restriction of any kind and

without compensating or crediting Customer. Feedback includes, without limitation, feedback Customer provides to Ardius in response to surveys Ardius and/or its affiliates conduct, through any available technology, about Customer's experience. Gusto retains all intellectual property rights in the Gusto Platform.

11. Warranty Disclaimers

Customer's use of the Gusto Platform and Gusto R&D Tax Credit Services is entirely at Customer's own risk. Neither Ardius nor Gusto is in the business of providing legal, regulatory, financial, accounting, employment, tax or other professional services or advice. Any information provided by Ardius or Gusto via the Platform or the Gusto R&D Tax Credit Services or otherwise is meant for informational purposes only and should not be interpreted as professional advice. Customer should consult a professional that is trained or licensed in the relevant area if Customer needs such assistance.

TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, THE PLATFORM AND GUSTO R&D TAX CREDIT SERVICES ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND MADE BY ARDIUS OR GUSTO. WITHOUT LIMITING THE FOREGOING, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ARDIUS AND GUSTO DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, DATA LOSS, AND NON-INFRINGEMENT. FURTHERMORE, GUSTO MAKES NO WARRANTIES REGARDING THE ACCURACY, RELIABILITY, TIMELINESS, TRUTHFULNESS, COMPLETENESS, OR QUALITY OF ANY INFORMATION IN OR LINKED TO THE GUSTO R&D TAX CREDIT SERVICES. ARDIUS AND GUSTO CANNOT GUARANTEE THE ACCURACY OR COMPLETENESS OF CUSTOMER INFORMATION AND ARDIUS AND GUSTO MAKE NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO CUSTOMER INFORMATION. ARDIUS AND GUSTO DO NOT WARRANT THAT THE PLATFORM OR GUSTO R&D TAX CREDIT SERVICES WILL (I) MEET CUSTOMER'S EXPECTATIONS OR REQUIREMENTS; (II) BE COMPLETELY SECURE OR FREE FROM ERRORS, BUGS, VIRUSES, OR OTHER HARMFUL COMPONENTS; OR (III) BE FREE FROM INTERRUPTION, THEFT, OR DESTRUCTION. IN ADDITION, ARDIUS AND GUSTO EXPRESSLY DISCLAIM ANY RESPONSIBILITY FOR ENSURING THE VALIDITY AND ENFORCEABILITY OF DOCUMENTS THAT ARE ELECTRONICALLY SIGNED VIA THE E-SIGN SERVICE UNDER ANY APPLICABLE U.S. LOCAL, STATE, OR FEDERAL LAWS, OR THE LAWS OF ANY OTHER JURISDICTION.

12. Indemnity

Customer will indemnify and hold harmless Gusto, Ardius, and Gusto's and Ardius's officers, directors, employees, and agents (each an "Indemnified Party" and collectively the "Indemnified Parties"), from and against any claims, disputes, demands, liabilities, damages, losses, costs, judgements, penalties, fines, and expenses (including, without limitation, reasonable legal and accounting fees) (collectively, the "Claims"),

arising out of or in any way connected with (i) Customer's access to or use of the Platform or Gusto R&D Tax Credit Services; (ii) Customer's violation or alleged violation of this Gusto R&D Services Agreement; (iii) Customer's violation or alleged violation of any third party right, including without limitation any right of privacy or publicity, or any right provided by any labor or employment law, rule, or regulation, or any intellectual property right; (iv) Customer's violation or alleged violation of any applicable law, rule, or regulation; (v) Customer's gross negligence, fraudulent activity, or willful misconduct; (vi) Ardius's or any other Indemnified Party's use of or reliance on information or data, including Provided Information, furnished by Customer, an employee or independent contractor of Customer, in connection with this Gusto R&D Services Agreement; (vii) actions or activities that Ardius or any other Indemnified Party undertakes in connection with the Gusto R&D Tax Credit Services or this Gusto R&D Services Agreement at the direct request or instruction of anyone that Ardius or any other Indemnified Party reasonably believes to be Customer (each such action or activity, a "Requested Action"); (viii) Ardius's or any other Indemnified Party's use of or reliance on information or data resulting from such Requested Actions; or (ix) Customer's failure to properly follow Ardius's or Gusto's instructions with respect to the Gusto R&D Tax Credit Services.

13. Limitation of Liability

NEITHER ARDIUS, GUSTO, NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE PLATFORM OR GUSTO R&D TAX CREDIT SERVICES WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE, OR SYSTEM FAILURE, OR THE COST OF SUBSTITUTE SERVICES ARISING OUT OF OR IN CONNECTION WITH THIS GUSTO R&D SERVICES AGREEMENT, OR FROM THE USE OF OR INABILITY TO USE THE PLATFORM OR GUSTO R&D TAX CREDIT SERVICES WHETHER SUCH DAMAGES ARE BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ARDIUS OR GUSTO HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO CUSTOMER. IN NO EVENT WILL ARDIUS'S OR GUSTO'S TOTAL LIABILITY FOR ANY CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS GUSTO R&D SERVICES AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE PLATFORM OR GUSTO R&D TAX CREDIT SERVICES EXCEED THE AMOUNTS CUSTOMER HAS PAID TO ARDIUS OR GUSTO FOR USE OF THE GUSTO R&D TAX CREDIT SERVICES IN THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO THE APPLICABLE CLAIM. THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN GUSTO, ARDIUS AND CUSTOMER.

14. Term and Termination

The Gusto R&D Tax Credit Services and the Gusto R&D Services Agreement will continue until terminated by either party. Customer may terminate the Gusto R&D Tax Credit Services and the Gusto R&D Services Agreement by giving Gusto or Ardius at least thirty (30) days prior written notice, and shall complete the payment of remaining Service Fees as set forth in Section 5 herein. Ardius or Gusto may terminate the Gusto R&D Tax Credit Services and the Gusto R&D Services Agreement by giving Customer at least thirty (30) days' prior written notice. In addition, Ardius, by and through Gusto, may immediately suspend or restrict Customer's Ardius account; suspend or restrict Customer's access to the Gusto R&D Tax Credit Services or immediately terminate the R&D Tax Credit Study Service and this Gusto R&D Services Agreement, in each case with or without notice to Customer, in the event that: (i) Ardius or Gusto has any reason to suspect or believe that Customer may be in violation of the Gusto R&D Services Agreement; (ii) Ardius determines that Customer's actions are likely to cause legal liability for or material negative impact to Ardius; (iii) Ardius believes that Customer has misrepresented any data or information or that Customer has engaged in fraudulent or deceptive practices or illegal activities; (iv) Ardius has determined that Customer is behind in payment of fees for the Services and Customer has not cured such non-payment within five (5) days of Ardius or Gusto providing Customer with notice of the non-payment; or (v) Customer files a petition under the U.S. Bankruptcy Code or a similar state or federal law, or a petition under the U.S. Bankruptcy Code or a similar state or federal law is filed against Customer. Furthermore, while Ardius strives to support a multitude of business and organization types, in certain unique situations, if Ardius cannot support the Gusto R&D Tax Credit Service for Customer's business or organization type, or if the Eligibility Criteria are not met, Ardius, by and through Gusto, may immediately terminate the Gusto R&D Tax Credit Service and this Gusto R&D Services Agreement upon written notice to Customer.

In the event that Customer elects to terminate this agreement as described above, or in the event that Customer experiences a change in ownership such as a sale or acquisition, Ardius will invoice Customer for the total of the remaining Service Fees, including any fees based on the unutilized R&D Tax Credits, incorporating any relevant discounts.

The termination of any of the Gusto R&D Tax Credit Service or the Gusto R&D Services Agreement will not affect Customer's, Gusto's or Ardius's rights with respect to transactions which occurred before termination. Ardius and Gusto will have no liability for any costs, losses, damages, penalties, fines, expenses, or liabilities arising out of or related to Ardius's termination of the Gusto R&D Services Agreement. Any sections of the Gusto R&D Services Agreement which by their nature should survive and the following sections of these Gusto R&D Services Terms will survive and remain in effect: Sections 5 (to the extent that there are any unpaid fees for services rendered as of the time of termination of these Gusto R&D Services Terms), 6, 7, 10 through 19.

Upon termination of the Gusto R&D Tax Credit Services and/or termination of the Gusto R&D Services

Agreement, Customer's right to access and use such terminated R&D Tax Credit Study Services will automatically terminate.

15. Changes to the Gusto R&D Services Agreement or Gusto R&D Tax Credit Services

Gusto or Ardius may modify the Gusto R&D Services Agreement at any time, in their sole discretion and shall post the modified Gusto R&D Services Agreement on the Gusto website. It is important that Customer reviews any modified Gusto R&D Services Agreement because Customer can continue to use the Gusto R&D Tax Credit Services only if Customer accepts the modified Gusto R&D Services Agreement, indicating to Gusto and Ardius that Customer agrees to be bound by the modified Gusto R&D Services Agreement. If Customer does not agree to be bound by the modified Gusto R&D Services Agreement, then Customer may not continue to use the Gusto R&D Tax Credit Services. Because the Gusto R&D Tax Credit Services may evolve over time, Ardius may change or discontinue all or any part of the Gusto R&D Tax Credit Services at any time and without notice, at Ardius's sole discretion.

16. Governing Law

This Gusto R&D Services Agreement will be interpreted and construed in accordance with the laws of the State of California without regard to the conflicts of laws principles thereof.

17. Arbitration

Notwithstanding any other provision in the Gusto R&D Services Agreement, and except as otherwise set forth in this section, if either Customer or Gusto has any dispute, controversy, or claim, whether founded in contract, tort, statutory, or common law, concerning, arising out of, or relating to the Gusto R&D Services Agreement or the Gusto R&D Tax Credit Services, including any claim regarding the applicability, interpretation, scope, or validity of this arbitration clause (each of the foregoing, a "Legal Claim") that cannot be resolved directly between Customer and Gusto, then such Legal Claim will be settled by individual (not class or class-wide), confidential, binding arbitration administered by the American Arbitration Association ("AAA") in accordance with the then-current Commercial Arbitration Rules and Mediation Procedures of the AAA (the "AAA Rules"), including any expedited procedures. To initiate an arbitration proceeding, an arbitration claim must be

submitted by the claimant (the “**Claimant**”) to the AAA, and a written Demand for Arbitration must be provided to the other party (the “**Opposing Party**”), pursuant to the AAA Rules. Arbitration hearings will be held in San Francisco, California or any other location that is mutually agreed upon by Customer and Gusto. A single arbitrator will be mutually selected by Gusto and Customer and shall be (i) a practicing attorney licensed to practice law in California or a retired judge; and (ii) selected from the arbitrators on the AAA’s roster of commercial dispute arbitrators who have a background in payroll, health insurance, human resources, and/or online commerce law (or if there are no such arbitrators, then from the arbitrators on the AAA’s roster of commercial dispute arbitrators) (collectively, the “**Arbitrator Requirements**”). If Gusto and Customer cannot mutually agree upon an arbitrator within ten (10) days of the Opposing Party’s receipt of the Demand for Arbitration from the Claimant, then the AAA shall appoint a single arbitrator that satisfies the Arbitrator Requirements. The arbitrator will follow the law and will give effect to any applicable statutes of limitation. The prevailing party shall be entitled to an award of the costs and expenses of the arbitration, including reasonable attorneys’ fees and expert witness fees. The award rendered by the arbitrator shall be final and binding upon Customer and Gusto. A judgment on the award may be entered and enforced in any court of competent jurisdiction.

Either Gusto or Customer may assert claims, if the claims qualify, in small claims court in San Francisco, California. Either Gusto or Customer may bring a lawsuit solely for injunctive relief to stop unauthorized use or abuse of the Services or intellectual property infringement without first engaging in the above arbitration process. If found that the agreement to arbitrate does not apply to Customer or Customer’s Legal Claim, then Customer agrees to the exclusive jurisdiction of the state and federal courts of San Francisco County, California to resolve the Legal Claim.

Customer and Gusto agree and acknowledge that this Gusto R&D Services Agreement evidences a transaction involving interstate commerce and that the Federal Arbitration Act (Title 9 of the United States Code) shall govern the interpretation, enforcement, and proceedings pursuant to the arbitration clause in these Customer Terms. CUSTOMER FURTHER ACKNOWLEDGES, UNDERSTANDS, AND AGREES THAT CUSTOMER AND GUSTO ARE EACH WAIVING THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY AS TO DISPUTES HEREUNDER AND THAT CUSTOMER IS WAIVING ITS RIGHT TO PARTICIPATE IN ANY CLASS ACTION PROCEEDING ARISING FROM THIS R&D STUDY AGREEMENT.

18. Ardius is Not Responsible for Things Ardius Cannot Control

This Section 18 does not limit Section 26 of the Gusto Terms. Ardius is not responsible or liable for any delays or failures in performance from any cause beyond Ardius’s control, including, but not limited to, acts of God, changes to laws or regulations, embargoes, wars, terrorist acts, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power outages, strikes, weather conditions, acts of hackers, acts of

internet service providers, acts of any other third party, or acts or omissions of Customer or Customer's employees, contractors, or authorized representatives.

19. Electronic Transmission

These Gusto R&D Services Terms, and any amendments hereto, by whatever means accepted, will be treated in all manner and respects as an original contract and shall be considered to have the same binding legal effect as if it were an original signed version thereof, delivered in person. Neither party hereto shall argue that a contract was not formed hereunder based on either (i) the use of electronic means to deliver a signature or to indicate acceptance of these Gusto R&D Services Terms or (ii) the fact that any signature or acceptance of these Gusto R&D Services Terms were transmitted or communicated through electronic means; and each party forever waives any related defense.

20. General

This Gusto R&D Services Agreement constitutes the entire agreement between Ardius and Customer regarding the Gusto R&D Tax Credit Services and replaces all prior understandings, communications, and agreements, oral or written, regarding this subject matter. This Gusto R&D Services Agreement may be modified only by a written amendment signed by the parties or as otherwise provided in Section 15. If any part of this Gusto R&D Services Agreement is deemed to be unenforceable or invalid, that section will be removed without affecting the remainder of the Gusto R&D Services Agreement. The remaining terms will be valid and enforceable. Customer may not assign this Gusto R&D Services Agreement, by operation of law or otherwise, without Ardius's or Gusto's prior written consent. Any attempt by Customer to assign or transfer this Gusto R&D Services Agreement, without such consent, will be null. Ardius and Gusto may freely assign or transfer this Gusto R&D Services Agreement Agreement without restriction. The provisions of this Gusto R&D Services Agreement shall inure to the benefit of, and be binding upon, the parties and their respective successors and permitted assigns.

Any notices or other communications provided by Ardius or Gusto under this Gusto R&D Services Agreement, including those regarding modifications to this Gusto R&D Services Agreement, will be given: (i) via email; or (ii) by posting to the Gusto Platform. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is given. For notices made by posting to the Platform, the date of such posting will be deemed the date that notice is given. Ardius's or Gusto's failure to enforce any right or provision of this Gusto R&D Services Agreement will not be considered a waiver of such right or provision. The waiver of any such

right or provision will be effective only if in writing and signed by a duly authorized representative of Ardius. Except as expressly set forth in this Gusto R&D Services Agreement, the exercise by either party of any of its remedies under this Gusto R&D Services Agreement will be without prejudice to its other remedies under this Gusto R&D Services Agreement or otherwise.

21. Contact Information

If Customer has any questions about this Agreement or the Gusto R&D Tax Credit Services, Customer may contact Ardius at support@ardius.com. Ardius is a subsidiary of Gusto. Gusto is located at 525 20th Street San Francisco, CA 94107. If Customer is a California resident, Customer may report complaints regarding the Gusto R&D Tax Credit Services by contacting the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs at:

Department of Consumer Affairs

Consumer Information Division

1625 North Market Blvd., Suite N 112

Sacramento, CA 95834

Phone Number: (800) 952-5210