

Last updated June 6, 2022

These R&D Tax Credit Redemption Service Terms (these "R&D Terms"), together with the Gusto Terms of Service Agreement available at <http://www.gusto.com/about/terms> (the "Gusto Terms") and the Payroll Service Terms available at <http://www.gusto.com/about/terms/payroll> (the "Payroll Terms" and collectively with the Gusto Terms and these R&D Terms, the "R&D Agreement"), set forth the terms and conditions under which Gusto, Inc., ("Gusto"), agrees to provide to User certain services relating to the federal research and development tax credit (the "R&D Service"), which are provided through Gusto's website, www.gusto.com.

These R&D Terms are "Service Terms" under the Gusto Terms. Capitalized terms used but not otherwise defined in these R&D Terms shall have the meanings ascribed to such terms in the Gusto Terms. The R&D Agreement is a legally binding agreement between User and Gusto. User is encouraged to read the R&D Agreement carefully and to save a copy of it for User's records. If User is agreeing to these R&D Terms on behalf of a business or an individual other than User, User represents and warrants that User has authority to bind that business or other individual to the R&D Agreement, and User's agreement to these terms will be treated as the agreement of such business or individual. In that event, "User" (as defined in the Gusto Terms) also refers to that business or individual. By clicking the applicable button to indicate User's acceptance of the R&D Agreement or by accessing or using the R&D Service, User agrees, effective as of the date of such action, to be bound by the R&D Agreement.

1. These R&D Terms Are Part of and Are Governed by the Gusto Terms and the Payroll Terms

The terms and conditions of the Gusto Terms and the Payroll Terms agreed to in connection with the creation of User'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 User acknowledges and agrees that the representations, warranties, covenants, disclaimers, limitations on liability, agreements, and indemnities contained in the Gusto Terms and the Payroll Terms shall remain in full force and effect to the full extent provided therein.

If the terms and conditions of these R&D Terms conflict with the terms and conditions of the Gusto Terms or the Payroll Terms, then the order of precedence with respect to which terms and conditions shall control shall be as follows: the terms and conditions of these R&D Terms shall control, followed by the terms and conditions of the Payroll Terms, followed by the terms and conditions of the Gusto Terms.

THE GUSTO TERMS, AVAILABLE AT WWW.GUSTO.COM/ABOUT/TERMS, CONTAIN IMPORTANT INFORMATION REGARDING LIMITATIONS OF GUSTO'S LIABILITY, GUSTO'S WARRANTY DISCLAIMERS, USER'S INDEMNIFICATION OBLIGATIONS, USER'S DUTY TO MITIGATE DAMAGES, THE LAW GOVERNING THE R&D AGREEMENT, AND DISPUTE RESOLUTION PROCEDURES THEREUNDER.

2. Gusto's Provision of the R&D Service Is Governed by the R&D Agreement

Subject to the terms and conditions of the R&D Agreement, Gusto agrees to use reasonable efforts to provide User with the R&D Service in accordance with the R&D Agreement.

3. Obligations Under the Gusto Terms

In addition to the obligations specified in these R&D Terms, User has certain obligations under the Gusto Terms, including but not limited to obligations to (i) designate an Account Administrator; (ii) be responsible for actions taken under User's Account; (iii) follow

instructions that Gusto provides to User with respect to the R&D Service; (iv) provide accurate, timely, and complete information required for Gusto to perform the R&D Service and maintain the accuracy and completeness of such information; (v) notify Gusto of third-party notices, such as Internal Revenue Service penalty notices, which could affect Gusto's ability to effectively provide the R&D Service or which could increase the likelihood that a Claim is brought against User or Gusto in connection with the R&D Service; and (vi) 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) and Section 13 (General Prohibitions) of the Gusto Terms.

4. Eligibility and Enrollment Requirements for the R&D Service

Only small businesses that qualify for the federal research and development tax credit (the "Federal R&D Tax Credit") are eligible for the R&D 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 "IRS Rules"), can be found on the IRS website. Before enrolling a company (the "Company") in the R&D Service, User should consult with an accountant to determine whether such Company is qualified for the Federal R&D Tax Credit, and User may only enroll such Company in the R&D Service if the Company is eligible for the Federal R&D Tax Credit under the IRS Rules (a "Qualified Business").

By enrolling a Company in the R&D Service, User is representing and warranting to Gusto that (i) such Company is a Qualified Business; and (ii) such Company has authorized User to enroll the Company in the R&D Service and to provide Gusto with any authorizations necessary for Gusto to provide the R&D Service. If User is an accountant for the Company (each, a "Company Accountant"), then User represents and warrants to Gusto that the Company has authorized User to calculate the amount of Federal R&D Tax Credit available to the Company and to perform other actions related to the R&D Tax Credit for the Company.

5. Acknowledgment of Certain Federal R&D Tax Credit Rules

So long as the Company is a Qualified Business, User understands and acknowledges that (i) the Federal R&D Tax Credit can be applied against the Company's employer Social Security taxes; (ii) there is a maximum on how much the Company can claim under the Federal R&D Tax Credit per business tax year; (iii) the Federal R&D Tax Credit can be carried forward to future business tax years until such Federal R&D Tax Credit is fully applied; and (iv) since the Federal R&D Tax Credit is taken against the Company's employer Social Security taxes, the amount that the Company receives as a refund from the IRS for the Federal R&D Tax Credit, or the amount reduced from the employer Social Security taxes owed, cannot exceed the amount of employer Social Security taxes that the Company owes.

6. Gusto has No Liability for Provided Information

Gusto is not responsible or liable for determining how much Federal R&D Tax Credit the Company is eligible to claim in a given business tax year (the "Available Credit"). Determining the amount of Available Credit is solely the responsibility of User and any Company Accountants. For any business tax year that the Company would like to claim the Federal R&D Tax Credit, User or a Company Accountant must provide Gusto with the necessary information for Gusto to perform the R&D Service, including but not limited to the amount of Available Credit for such business tax year (the "Provided Information"). User and any Company Accountants are solely responsible for the accuracy, timeliness, and completeness of such Provided Information and for maintaining the accuracy and completeness of such Provided Information. Gusto will rely on the Available Credit information and other Provided Information furnished by User and Company Accountants. Gusto is not responsible or liable for any consequences or Claims, including but not limited to any Resulting Errors, arising from reliance on the Provided Information.

7. Obligation to Notify Gusto of Changes to Information

User must promptly notify Gusto of any changes to the Provided Information. In particular, User must promptly notify Gusto if (i) the Company has changed the employer identification number that any remaining Available Credit should apply to; (ii) the Company has used any portion of its Available Credit against its business income taxes; or (iii) the amount of the Company's remaining Available Credit has changed for any reason other than Gusto's application of the remaining Available Credit to the Company's employer Social

Security taxes in accordance with the R&D Service. Gusto is not responsible or liable for any consequences or Claims, including but not limited to any Resulting Errors, arising from User's failure to notify Gusto of any changes to the Provided Information.

8. R&D Service Descriptions

Gusto offers two versions of the R&D Service: the Post-Quarter Refund version and the Real Time R&D Tax Credit version.

Post-Quarter Refund

Gusto currently offers the Post-Quarter Refund version of the R&D Service (the "Post-Quarter Refund Service") for no additional fee, but Gusto reserves the right to begin charging an additional fee for the Post-Quarter Refund Service at any time in the future, at its sole discretion. If Gusto begins charging an additional fee for the Post-Quarter Refund Service, then Gusto shall provide User with prior notice of the fee change, in accordance with Section 2 (Service Fees and Charges) of the Gusto Terms.

If User is enrolling the Company in the Post-Quarter Refund Service, User authorizes (and represents and warrants to Gusto that it has the authority to authorize) Gusto to make the applicable quarterly tax filings to claim the Federal R&D Tax Credit on the Company's behalf for each business tax year in which the Company claims the Federal R&D Tax Credit. The Company will typically receive an IRS refund for the applicable portion of the remaining Available Credit approximately 6 to 8 weeks after each quarter's applicable tax returns for the Federal R&D Tax Credit have been filed. Gusto cannot guarantee that the Company will receive its refunds from the IRS for the Federal R&D Tax Credit within this timeframe, or at all.

So long as (i) the Company is enrolled in the Post-Quarter Refund Service; (ii) Gusto is provided with the necessary information to provide the R&D Service; (iii) User is in compliance with the R&D Agreement; and (iv) the Company has any Available Credit to be applied to the Company's employer Social Security taxes, Gusto will file, and User authorizes Gusto to file, the applicable quarterly tax filings on behalf of the Company to claim the Company's remaining Available Credit. If the Company's Available Credit is fully applied at any point in time, User or a Company Accountant can still submit future Available Credit information to Gusto via the Post-Quarter Refund Service so that Gusto can file the applicable quarterly tax filings pursuant to the R&D Agreement. User may cancel the Post-Quarter Refund Service at any time, either through terminating the R&D Service entirely or by upgrading to the Real Time R&D Tax Credit Service (as defined below).

Real Time R&D Tax Credit

Gusto currently offers the Real Time R&D Tax Credit version of the R&D Service for an additional monthly fee (the "Real Time R&D Tax Credit Service"). If User is enrolling the Company in the Real Time R&D Tax Credit Service, User authorizes (and represents and warrants to Gusto that it has the authority to authorize) Gusto to (i) reduce the Company's employer Social Security taxes for each payroll run on Gusto by a portion of the remaining Available Credit, if any (each, a "Payroll Reduction"); and (ii) charge the Company the additional monthly fee for the Real Time R&D Tax Credit Service pursuant to Section 2 (Service Fees and Charges) of the Gusto Terms for the calendar months in which Gusto applies any Payroll Reduction (collectively, the "Authorized Real Time R&D Actions").

So long as (i) the Company is enrolled in the Real Time R&D Tax Credit Service; (ii) Gusto is provided with the necessary information to provide the R&D Service; (iii) User is in compliance with the R&D Agreement; and (iv) the Company has any Available Credit to be applied to the Company's employer Social Security taxes, Gusto will take, and User authorizes Gusto to take, the Authorized Real Time R&D Actions. If the Company's Available Credit is fully applied at any point in time, User or a Company Accountant can still submit future Available Credit information to Gusto via the Real Time R&D Tax Credit Service so that Gusto can take the Authorized Real Time R&D Actions pursuant to the R&D Agreement. User may cancel the Real Time R&D Tax Credit Service at any time, provided that if a Payroll Reduction has been applied to any payroll run in the calendar month that User cancels the Real Time R&D Tax Credit Service, then Gusto will charge the Company the monthly additional fee for the Real Time R&D Tax Credit Service for such calendar month.