

This Lattice Payroll Addendum (“**Payroll Addendum**”) governs Customer’s access to and use of any Lattice products which provide payroll processing and payroll tax filing services (“**Lattice Payroll**”) including where applicable any consultancy or implementation services we may provide in relation to Lattice Payroll, is part of the Lattice Terms of Service, or, if applicable, such other written or electronic agreement(s) governing Customer’s use of the Lattice Service between Customer and Lattice (collectively, the “**Terms**”), and is hereby incorporated into the Terms by reference. As used herein and otherwise set forth in the Terms, references to “Lattice,” “Company,” “we,” “us,” and “our” refer to Degree, Inc.; references to “Customer,” “you,” “your,” and “yours” refer to the organization identified as the Customer in the applicable Order Form; and references to the “Service,” in addition to the meaning given to it in the Terms, also refer to Lattice Payroll. Capitalized terms used but not otherwise defined in this Payroll Addendum will have the meaning set forth in the Terms. This Payroll Addendum sets forth the additional terms and conditions under which Customer and any of its Authorized Users may access and use Lattice Payroll.

### **1. Terms of Use of Lattice Payroll**

Notwithstanding and in addition to the conditions, permissions, restrictions, limitations, warranties, and obligations set forth in the Terms, subject to your agreement with and adherence to the terms set forth in this Payroll Addendum, we hereby grant you a non-exclusive, non-sublicensable, nontransferable (except as provided herein or in the Terms) right, during the Term (as defined in the Terms), to access and use Lattice Payroll solely for your internal business purposes and in accordance with any Documentation made available to you by us in tangible or electronic format. Lattice Payroll includes embedded payroll calculation, payment, and related tax reporting services provided directly to you by our designated third-party provider, Gusto, Inc. (“Gusto”), via its Gusto Payroll Service. We manage access to the Gusto Payroll Service through the Service for your convenience, and may assist your registration or conduct activity thereon on your behalf, but we do not provide or perform any functions of the Gusto Payroll Service. Rather, when you use Lattice Payroll, you acknowledge and understand that Gusto will be responsible for certain activities relating to Lattice Payroll, including withholding, filing, and remitting payroll tax payments and filings, and remitting certain wage garnishments on your behalf to local, state, or federal agencies. For the avoidance of doubt, you acknowledge and agree that Gusto, not Lattice, will be receiving, holding, and disbursing funds from you and on your behalf in connection with any functions provided or performed through the Gusto Payroll Service. Use of Lattice Payroll requires access to and enablement of the Gusto Payroll Service, and is subject to your acceptance of the terms located at <https://flows.gusto.com/terms> or as may be presented to you through the Service when you access and use Payroll (the “Gusto Terms”), as may be updated by Gusto from time to time. In accordance with the Gusto Terms, you understand and agree that we may share information about you with Gusto to enable the provision of Lattice Payroll.

### **2. Your Responsibilities; Compliance with Law**

You represent and warrant that at all times during the Term you will comply with all applicable laws and regulations in connection with your own activities performed under this Payroll Addendum and the Terms or otherwise related to your use of the Service. You further understand and agree that it may be possible for you to configure or use certain products of or features within Service in manners that do not comply with applicable laws or regulations, and at all times during the Term it is your sole responsibility to ensure that your use and your Authorized Users’ use of the Service is in accordance and compliance with applicable laws and regulations, and that in no event will we be responsible or liable for your failure to comply with an applicable law or regulation in connection with or related to your use of the Service.

### **3. Accuracy of Customer Representations; Errors**

In order to provide Lattice Payroll, we must rely on your Customer Content provided by you (including by your employees and Authorized Users). You acknowledge that your access to and use of the Service requires accurate, complete, and timely Customer Content and that we are entitled to rely conclusively on all Customer Content in providing the Service to you, and you represent and warrant that any Customer Content provided to us in relation to your use of the Service is accurate and complete to the best of your knowledge. You further acknowledge that we do not have any obligation to verify, correct, or otherwise ensure the accuracy or quality of the Customer Content and, unless due to our own omissions or gross negligence, we are not liable for errors, omissions, penalties, fines, judgments, or other losses incurred that result from inaccurate, mistaken, or incomplete Customer Content provided by you, your employees, or your Authorized Users.

If you become aware of a failure, possible failure, investigation, audit, or penalty relating to the Service, you agree to promptly notify us in writing and agree to cooperate in resolving any such issue. If you request that we correct any error on your behalf, we may attempt to do so; provided, however, that we are not obligated to make any requested corrections, nor are we liable for any claims or other consequences that may directly or indirectly result from our attempt to correct, or failure to correct, any such error.

#### **4. Customer Responsibilities Related to Lattice Payroll**

In addition to and notwithstanding any other provisions set forth in the Terms, and in accordance with the terms of Section 1, above, you understand and agree that your access to and use of Lattice Payroll, and specifically the services provided and performed by Gusto Payroll Services, is subject to your agreement to the Gusto Terms as well as Gusto's approval, which may be withheld upon your failure to meet Gusto's KYC criteria and/or your noncompliance with or violation of your responsibilities and representations under this Payroll Addendum and as set forth in the Gusto Terms.

In addition to the foregoing, specifically with regard to your access to and use of Lattice Payroll, you understand and agree to the following:

**a. Obligation to Provide Accurate and Complete Information.** During the Term, you agree to submit complete, timely, and accurate information as requested or required either or both through the Services or directly to Gusto, as may be applicable, including without limitation and as applicable your payroll and bank account information. You agree to respond timely and accurately to requests for additional information related to your access to or use of Lattice Payroll, as may be requested from time to time by us or Gusto. You represent and warrant that for any information you share with us in connection with Lattice Payroll, you have the authority to share such information. You acknowledge and agree that it is your sole responsibility to ensure the completeness and accuracy of information submitted in connection with the Lattice Payroll service provided by us or the Gusto Payroll Service, and accordingly you hereby agree to (i) review all such information for completeness and accuracy prior to each payroll period, and (ii) immediately correct or provide any inaccurate or incomplete information upon discovery of the same. In addition to the foregoing, you understand and agree that you are solely responsible for any claims, penalties, or interest, including but not limited to IRS penalties or interest, state and federal wage and hour related claims, or otherwise arising from your failure to timely provide and maintain at all times accurate and complete information in accordance with your obligations herein.

**b. Obligation to Maintain Sufficient Funds.** You represent and warrant that upon initiating payroll processing through Lattice Payroll, your applicable payment accounts will have sufficient funds at the time of payroll processing. For the avoidance of doubt, you understand and agree that it is your sole responsibility to maintain appropriate funds in your payment accounts as necessary for us to provide Lattice Payroll services to you. You further acknowledge and agree that if a payroll payment made via Lattice Payroll services has to be reversed due to insufficient funds in your payment accounts and we or Gusto are unable to recoup the funds already paid, we may immediately suspend or terminate your access to the Services, including Lattice Payroll services, and invoice you for the amount of any funds paid and not recouped, as well as any associated costs therewith, and in such case you will promptly pay us the amount invoiced. The occurrence of two (2) or more payroll reversals within ninety (90) days due to insufficient funds in your payment accounts constitutes an incurable material breach of the Terms.

**c. Withholdings and Taxes.** You understand and agree that you are solely responsible for any applicable federal, state, and local payroll tax and income tax obligations in relation to your status as an employer or payor, and that we do not provide any employment, labor, or immigration law advice, including but not limited to advice on worker classification of employees or independent contractors. Accordingly, you are responsible for obtaining, filing, and maintaining all required regulatory forms and documentation for payroll and withholding, and even where Lattice Payroll services may provide assistance with preparing these forms, you remain solely responsible for ensuring complete and timely filings and tax payments. Where you use Lattice Payroll service for any tax reporting or tax filing, we are not responsible for any errors or delay, or any related penalties or liabilities, arising from your failure to submit timely, complete, and accurate information as required or requested for us or Gusto in connection with Lattice Payroll service.

#### **5. Warranty Disclaimer**

EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN OR IN THE TERMS, THE SERVICE, SOFTWARE, AND ALL COMPANY PROPERTIES ARE PROVIDED "AS IS," AND NEITHER PARTY MAKES AND WE SPECIFICALLY DISCLAIM ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESSED, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF

MERCHANTABILITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. WE DO NOT WARRANT THAT THE SERVICE, SOFTWARE, OR COMPANY PROPERTIES WILL BE ERROR-FREE OR UNINTERRUPTED. YOU AGREE THAT WE ARE NOT LIABLE FOR ANY ERRORS OR INACCURACIES IN DATA OR CUSTOMER CONTENT PROVIDED BY YOU OR ANY OF YOUR AUTHORIZED USERS IN CONNECTION WITH YOUR USE OF THE SERVICE OR SOFTWARE, INCLUDING ANY REPORTS, ANALYSIS, OR ANY OTHER OUTPUTS PRODUCED OR DERIVED THEREFROM. BY SUBSCRIBING TO OR ACCESSING LATTICE PAYROLL, YOU UNDERSTAND AND AGREE THAT GUSTO IS A SEPARATE ENTITY FROM US, AND WE CANNOT CONTROL AND ARE NOT RESPONSIBLE FOR THE ACTIONS, ERRORS, OR OMISSIONS BY GUSTO OR ITS PARTNERS IN CONNECTION WITH PAYROLL SERVICES PERFORMED OR PROVIDED BY GUSTO, AND GUSTO'S LIABILITY FOR ANY SUCH ACTIONS, ERRORS, OR OMISSIONS IS GOVERNED BY THE GUSTO TERMS. YOU FURTHER ACKNOWLEDGE AND AGREE THAT NEITHER WE NOR GUSTO WILL BE LIABLE FOR ANY IMPROPER PAYMENT OF TAXES DUE TO INCORRECT CLAIMS OF TAX EXEMPTIONS, DEPOSIT FREQUENCY, TAX IDENTIFICATION NUMBER(S) OR RATE(S), DEDUCTIONS BY YOU OR YOUR EMPLOYEES, OR ANY ACTION PERFORMED BY OR WITHIN THE LATTICE PAYROLL SERVICE THAT IS BASED ON INCORRECT OR INACCURATE INFORMATION PROVIDED BY YOU OR YOUR EMPLOYEES. YOU UNDERSTAND AND AGREE THAT WE ARE NOT RENDERING ANY LEGAL, TAX, BENEFIT, ACCOUNTING, OR INVESTMENT ADVICE IN CONNECTION WITH PROVIDING THE SERVICE AND SOFTWARE. FOR THE AVOIDANCE OF DOUBT, WE DO NOT PROVIDE CUSTOMERS WITH AND WILL NOT PROVIDE YOU WITH LEGAL ADVICE REGARDING COMPLIANCE, DATA PRIVACY, OR ANY OTHER APPLICABLE LAWS OR REGULATIONS, AND ANY STATEMENTS MADE BY US IN RELATION TO YOUR USE OF THE SOFTWARE OR SERVICE DOES NOT AND WILL NOT CONSTITUTE LEGAL ADVICE. ACCORDINGLY, YOU AGREE THAT WE ARE NOT LIABLE FOR ANY CLAIMS ARISING FROM ANY ADVICE PROVIDED BY US IN CONNECTION WITH THE SERVICES. IMPLEMENTATION AND ADVISORY SERVICES ARE PROVIDED AT YOUR OWN RISK. FURTHER, ANY CONFLICTING TERM HEREIN NOTWITHSTANDING, WHERE APPLICABLE, COMPLIMENTARY SERVICES ARE ACCEPTED BY CUSTOMER AS-IS AND ARE NOT SUBJECT TO ANY SERVICE LEVEL AGREEMENT OR PRODUCT PERFORMANCE WARRANTIES.

## **6. Indemnification**

**a.** Notwithstanding any indemnification obligations set forth in the Terms, and specifically with regard to Lattice Payroll, we will defend, indemnify, and hold harmless you and your officers, directors, employees and agents from and against all claims, damages, losses and external expenses (including reasonable attorneys' fees), except where caused in whole or in part by your use of the Service in violation of this Payroll Addendum or the Terms, arising out of any claim by any third party to the extent such claim alleges that Lattice Payroll (as made available to you for use in accordance with this Payroll Addendum and where applicable the Terms) infringes or misappropriates any such third party's intellectual property rights, under the Uniform Trade Secrets Act, U.S. patent, copyright, trademark or other applicable intellectual property law. Notwithstanding the foregoing, we will have no obligation under this paragraph and will not otherwise be liable to the extent the claim is based on: (i) use of Lattice Payroll in combination with any hardware, software, data, content, or other component not provided by us; (ii) Customer Content; or (iii) use of Lattice Payroll other than in accordance with this Payroll Addendum, the Terms, and the Documentation.

**b.** You will defend, indemnify and hold harmless us and our officers, directors, employees and agents from and against all claims, damages, losses and external expenses (including reasonable attorneys' fees) arising out of any claim by any third party to the extent such claim is based on or related to: your use of the Service in violation of this Payroll Addendum or the Terms, or other than in accordance with any advice, training, materials or resources, or implementation services provided by us in connection with the Service; your Customer Content; any employment decision, action, or inaction you take arising from or related to information available through, or your use of, the Service, or arising from or related to the inaccuracy or incompleteness of any information you make available to your employees, contractors, candidates, or Authorized Users by or through the Service; or your actual or alleged violation of applicable law or the rights of any third party, including without limitation any applicable privacy right or any right provided by an applicable labor or employment law or regulation.

## **7. Limitation of Liability**

WITHOUT LIMITING THE GENERALITY OF THE LIMITATIONS OF LIABILITY AND DISCLAIMERS SET FORTH IN THE TERMS, AND NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, YOU UNDERSTAND, ACKNOWLEDGE AND AGREE THAT EXCEPT FOR THE INDEMNIFICATION OBLIGATIONS HEREIN, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY WILL BE LIABLE FOR ANY SPECIAL, INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF DATA, USE OR PROFIT, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR

BUSINESS INTERRUPTION) ARISING OUT OF OR RELATING TO THE SERVICE OR THIS PAYROLL ADDENDUM, REGARDLESS OF THE CAUSE OF ACTION OR THE THEORY OF LIABILITY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

EACH PARTY'S MAXIMUM AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO LATTICE PAYROLL OR THIS PAYROLL ADDENDUM WILL NOT EXCEED AN AMOUNT EQUAL TO THE FEES PAID OR PAYABLE BY YOU DURING THE TWELVE (12) MONTHS IMMEDIATELY PRIOR TO THE INITIAL EVENT CAUSING OR RESULTING IN SUCH LIABILITY. REGULATIONS AND JUDICIAL PRECEDENT IN CERTAIN STATES LIMIT THE MAXIMUM AMOUNT THAT DAMAGES CAN BE LIMITED BY OPERATION OF CONTRACT. IF UNDER SUCH CIRCUMSTANCES, THE FOREGOING LIMITATION OF LIABILITY IS DEEMED INEFFECTIVE AS A MATTER OF LAW, IT SHOULD INSTEAD BE CONSTRUED TO LIMIT LIABILITY TO THE MINIMUM AMOUNT THAT WOULD BE CONSISTENT WITH SUCH LAWS OR PRECEDENT WHILE STILL GIVING EFFECT TO THE INTENTION OF THIS CLAUSE. EACH PARTY ACKNOWLEDGES THAT IT HAS ENTERED INTO THIS PAYROLL ADDENDUM IN RELIANCE UPON THE LIMITATIONS OF LIABILITY SET FORTH HEREIN, AND THAT ALL SUCH LIMITATIONS FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

**8. Entire Agreement; Modification; Conflicts; Survival**

By signing this Payroll Addendum or an applicable Order Form to which it is attached, you agree to be bound and abide by the terms of this Payroll Addendum, which together with and forming a part of the Terms, constitutes the entire agreement of the parties relating to Lattice Payroll, and supersedes all prior or contemporaneous communications, understandings, and agreements, oral or written, relating to the same. No modification, amendment, or waiver of any provision of this Payroll Addendum will be effective unless contained in a writing signed by both parties that specifically purports to amend this Payroll Addendum, or as applicable, the Terms. To the extent of any conflict or inconsistency between this Payroll Addendum and Terms, or any Order Form, or other prior written agreement between the parties solely relating to Lattice Payroll, the provisions of this Payroll Addendum will prevail.

BY THE SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE EITHER BELOW OR ON AN APPLICABLE ORDER FORM TO WHICH THIS PAYROLL ADDENDUM MAY BE ATTACHED, LINKED, OR OTHERWISE INCORPORATED, each Party does hereby agree to the terms of this Payroll Addendum as set forth herein.