

TriNet Clarus R+D Website Terms of Use

Effective Date: September 1, 2024

This is a legal agreement between you and Clarus R&D Solutions, LLC and its affiliates and subsidiaries ("**TriNet Clarus**," "**we**," "**our**," or "**us**") regarding your use of the clarusrd.com website (the "**Site**"). Your access to and use of the Site and the information and materials available through the Site is subject to all applicable laws and regulations and to this Agreement, including any future modifications ("**Agreement**"). By accessing or browsing the Site, you acknowledge that you have read and understand this Agreement and that you agree to be bound by its terms and conditions. If you do not agree to be bound by this Agreement and to abide by all applicable laws, you must discontinue use of the Site immediately. As long as you comply with these Terms of Use, TriNet Clarus grants you a personal, non-exclusive, non-transferable, limited license to enter and use the Site.

The clarusrd.com Privacy Policy ("**Privacy Policy**") is a part of this Agreement and is incorporated by reference. By accepting this Agreement, you agree to the collection, use, and disclosure of your information by TriNet Clarus as described in the Privacy Policy.

Site Content

All user interfaces, visual interfaces, photos, videos, text, graphics, trademarks, logos, symbols, sounds, software, scripting, and computer code (collectively, "**Content**"), including but not limited to the design, structure, selection, coordination, and arrangement of such Content contained on the Site, are the property of TriNet Clarus, its licensors, or other third parties and are protected by U.S. and international copyright, patent, trademark, and other applicable laws.

Unless expressly authorized by TriNet Clarus (through this Agreement or otherwise) or otherwise permitted by law, no part of the Site and no Content may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, or distributed in any way (including "mirroring") to any other computer, server, website, or other medium for publication or distribution or for any commercial enterprise, without TriNet Clarus' express prior written consent.

Acceptable Use

You represent and warrant that you possess the legal right and ability to enter into this Agreement and to use the Site in accordance with all terms and conditions herein. The right to access and use the Site is personal to you and is not transferable to any other person. You may not assign, transfer, or sublicense any of your rights under this Agreement. You agree to

comply with all laws, rules, and regulations applicable to your use of the Site. You will not use the Site in any way that is unlawful or harms TriNet Clarus or any other users of the Site.

You are solely and entirely responsible for any information you upload, post, display, or otherwise transmit to or via the Site, including but not limited to any feedback or personal information. Any feedback or suggestions you provide to TriNet Clarus regarding the Site will become TriNet Clarus' information and TriNet Clarus will have a perpetual, irrevocable, transferable, worldwide, royalty-free, and non-exclusive right to reproduce, adapt, modify, translate, publish, publicly display, and distribute any such feedback.

Without limiting the generality of the foregoing, you agree not to:

- Submit information to TriNet Clarus that is known by you to be false, inaccurate, or misleading, or otherwise engage in any fraud or misrepresentation;
- Infringe or violate another person's rights, including privacy and intellectual property rights;
- Collect or store information about other users of the Site;
- Modify, reverse engineer, decompile, disassemble, scrape, or otherwise tamper with the Site or create any derivative works based on the Site or Site Content;
- Attempt to gain unauthorized access to any portion or feature of the Site, or any other systems or networks connected to the Site, or any TriNet Clarus server, or any of the services offered on or through the Site, by hacking, password "mining," or any other illegitimate means;
- Probe, scan, or test the vulnerability of the Site or any network connected to the Site, or breach the security or authentication measures on the Site or any network connected to the Site;
- Reverse look-up, trace, or seek to trace any information on any other user of the Site, or exploit the Site in any way to reveal any information other than your own information;
- Interfere with or disrupt the operation of the Site or server networks connected to the Site, or disobey any requirements, procedures, policies, or regulations of networks connected to the Site; or
- Distribute any virus or other malware.

You may not use the Site for any purpose that is unlawful or prohibited by this Agreement, or to solicit the performance of any illegal activity or other activity that infringes the rights of TriNet Clarus or others.

Integrity of Information

Although we attempt to maintain the integrity and accuracy of the information and any Content on the Site, we make no guarantees as to correctness, completeness, or accuracy. The Site may contain typographical errors, inaccuracies, or other errors or omissions. Also, unauthorized additions, deletions, or alterations could be made to the Site by third parties

without our knowledge. If you believe that information found on the Site is inaccurate or unauthorized, please inform us by contacting us at the contact information below.

Notices

You consent to TriNet Clarus providing you any information that TriNet Clarus is required by law to send to you regarding the Site in electronic form.

Links to Third-Party Content

The Site may link to or provide access to content, applications, or websites that are controlled and/or maintained by third parties. TriNet Clarus is not responsible for and does not endorse any features, content, advertising, or other materials on or available through other websites or applications. These other websites are not under our control, and we are not responsible for the accuracy, collection, and use of your information, copyright compliance, legality, or any other aspect of such content, applications, or websites. You assume all risk and TriNet Clarus disclaims all liability arising from your use of such third-party content and functions.

Availability of and Changes to the Site

TriNet Clarus reserves the right to do any of the following, at any time, without notice: (1) modify, suspend, or terminate operation of or access to the Site, or any portion of the Site, for any reason; (2) modify or change the Site, or any portion of the Site, and any applicable policies or terms; and (3) interrupt the operation of the Site, or any portion of the Site, as necessary to perform routine or non-routine maintenance, error correction, or other changes.

Disclaimer of Warranties

THE SITE AND ALL MATERIALS, INFORMATION, AND SOFTWARE INCLUDED IN OR AVAILABLE THROUGH THE SITE ARE PROVIDED "AS IS" AND "AS AVAILABLE" FOR YOUR USE. THE SITE AND ALL MATERIALS, INFORMATION, AND SOFTWARE INCLUDED IN OR AVAILABLE THROUGH THE SITE ARE PROVIDED WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS, IMPLIED, OR BY OPERATION OF LAW, TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. TRINET CLARUS DOES NOT WARRANT THAT THE MATERIALS, INFORMATION, AND SOFTWARE INCLUDED IN OR AVAILABLE THROUGH THE SITE ARE ACCURATE, TIMELY, RELIABLE, OR COMPLETE; THAT THE SITE MEETS ANY PARTICULAR CRITERIA OF PERFORMANCE OR QUALITY; THAT THE OPERATION OF THE SITE WILL BE UNINTERRUPTED OR ERROR FREE; THAT THE SITE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE SITE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOUR USE OF THE SITE IS AT YOUR SOLE RISK. THESE DISCLAIMERS OF WARRANTIES WILL APPLY TO YOU TO THE FULLEST EXTENT ALLOWED BY LAW.

Legal Disclaimer

The Site contains a great deal of Content regarding R&D tax credits, ERTC, and other related matters. The Content has been prepared for educational and informational purposes only and does not provide legal, tax, or accounting advice or opinions on any specific matters. Transmission of information over the internet is not intended to create, and receipt does not constitute, an attorney-client relationship between TriNet Clarus, the author(s) or the publisher(s), and you. You should not act or refrain from acting on any legal matter based on Content without seeking professional counsel.

Limitation of Liability

UNDER NO CIRCUMSTANCES SHALL TRINET CLARUS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF, OR INABILITY TO USE, THE SITE. THIS LIMITATION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL THEORY, EVEN IF TRINET CLARUS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF DAMAGES TO THE EXTENT INDICATED ABOVE, OUR LIABILITY IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW.

Indemnification

You agree to immediately notify TriNet Clarus of and defend, indemnify, and hold harmless TriNet Clarus, our affiliates, subsidiaries, joint ventures, third-party service providers, and our respective employees, contractors, agents, officers, and directors from all liabilities, claims, and expenses (including reasonable attorneys' fees) that arise out of or are related to your violation of this Agreement or your misuse of the Site.

Violation of This Agreement

Violations of this Agreement may result in civil or criminal liability. TriNet Clarus reserves the right (but has no obligation) to investigate occurrences that may involve such violations and, in TriNet Clarus' sole discretion, take appropriate action against you if you violate this Agreement. Such action may include, without limitation, refusing to provide you access to and use of the Site, reporting you to law enforcement authorities, and taking legal action against you.

If TriNet Clarus does take any legal action against you as a result of your violation of this Agreement, TriNet Clarus will be entitled to recover from you, and you agree to pay, all reasonable attorneys' fees and costs of such action, in addition to any other relief granted to TriNet Clarus. You agree that TriNet Clarus will not be liable to you or to any third party for termination of your access to the Site as a result of any violation of this Agreement.

Governing Law

You agree that all matters relating to your access to or use of the Site, including all disputes, will be governed by the laws of the United States and by the laws of the State of California without regard to its conflicts of law provisions. You agree to the personal jurisdiction of and venue in the state and federal courts in Alameda County, California, and waive any objection to such jurisdiction or venue. The preceding provision regarding venue does not apply if you are a consumer based in the European Union. If you are a consumer based in the European Union, you may make a claim in the courts of the country where you reside.

Severability

If any of the provisions of this Agreement are held by a court or other tribunal of competent jurisdiction to be void or unenforceable, then the void or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision, and the validity, legality, and enforceability of the remaining provisions shall remain in full force and effect.

Waiver

Any waiver by TriNet Clarus of a breach of any provision of this Agreement shall not operate as or be construed to be a waiver of any other breach of such provision or of any breach of any other provision of this Agreement. Any waiver must be in writing. Failure by TriNet Clarus to insist upon strict adherence to any term of this Agreement on one or more occasions shall not be considered a waiver or deprive TriNet Clarus of the right to insist upon strict adherence to that term or any other term of this Agreement.

Termination

We reserve the right, in our sole discretion, to terminate or block your access to all or part of the Site, with or without notice, for any reason or no reason, including without limitation your violation of this Agreement. Upon any termination of the Agreement by either you or TriNet Clarus, you must promptly destroy all materials downloaded or otherwise obtained from the Site, as well as all copies of such materials, whether made under these Terms of Use or otherwise.

Void Where Prohibited

Although the Site is accessible worldwide, not all features referenced, provided, or offered through or on the Site are available to all persons or in all geographic locations, or appropriate or available for use outside the United States. TriNet Clarus reserves the right to limit, in its sole discretion, the provision and quantity of any feature, product, or service to any person or geographic area. Any offer for any feature, product, or service made on the Site is void where prohibited. If you choose to access the Site from outside the United States, you do so on your own initiative and you are solely responsible for complying with applicable local laws.

Changes and Applicable Law

TriNet Clarus may revise the information on the Site or otherwise change or update the Site, including this Agreement, without notice to you. TriNet Clarus may also make improvements to and/or changes in services or features of the Site at any time without notice. We encourage you to periodically read this Agreement to see if there have been any changes to our policies that may affect you. Your continued use of the Site will signify your continued agreement to such changes.

Contact Us

If you have any questions about this Agreement or the practices of TriNet Clarus, or if you would like to register a complaint, notify TriNet Clarus of a dispute, notify TriNet Clarus of inaccurate or misleading information, or notify us of improper use of the Site, please feel free to contact us at:

500 W Broad St
Suite 200
Columbus, OH 43215

You may also contact us via email by sending a message to compliance@clarusrd.com.