

MANAGED SERVICES

This Data Sheet is effective for orders placed on or after December 16, 2020.

This Data Sheet describes the Managed Services to be provided by Sovos Compliance, LLC ("Sovos") to the customer named on an applicable Order Form (the "Customer") in accordance with this Data Sheet. Through Managed Services, Sovos provide the administration for security, data import and daily operation of the tax reporting application.

1 DEFINITIONS.

1.1 "Form" means tax or informational forms that are transmitted electronically or on paper to the appropriate regulatory agency, including any and all changes that are additions (new filings) and any and all changes that are corrections to a prior filing.

2 MANAGED SERVICES.

2.1 **Sovos Responsibilities.** Sovos will (i) manage source data uploads into the tax reporting application to ensure accurate completion using control totals for data brought into the tax reporting application environment of each customer; (ii) transmit recipient data based on individualized reporting requirements to the various state, federal, and/or country regulatory agencies, as supported by Sovos; (iii) verify that the tax reporting application-generated control totals match control totals provided by Customer; (iv) post recipient information to the IRS Bulk TIN Matching programs for identification of recipients with incorrect TIN/Name combination (not applicable for Affordable Care Act reporting data.)

2.2 **Client Responsibilities.** Customer is responsible for the handling of exceptions. Sovos will provide guidance to Customer throughout the exception process. Customer will (i) provide correct and accurate information source data uploads; (ii) verify and approve transmittals prior to submission to the appropriate regulatory agency; (iii) validate control totals and print layout for each print file, if applicable; and (iv) provide Sovos with the required information by the mutually agreed upon deadline. If Customer fails to provide Sovos with the required information by the deadline, Sovos may, at its sole discretion, charge a reasonable penalty. Sovos does not guarantee timely filing and/or printing if Customer fails to provide the required information in a timely manner.

2.3 **Pilot.** Customer is required to undergo a period of testing to ensure accuracy of file formats and information prior to each tax reporting season (a "Pilot"), unless otherwise indicated by Sovos. The Pilot must be completed by November 30 of each year. Forms are not printed during the Pilot and there is no additional fee for Pilot. Sovos reserves the right to charge a reasonable penalty, at its sole discretion, if Customer changes an input or output file format after the completion of the Pilot.

2.4 Customer is allowed up to two bulk TIN matches totaling 200,000 records annually at no additional charge (not applicable for recipient records solely associated with Affordable Care Act reporting data.)

3 **CHANGES.** Sovos may, from time to time and in its sole discretion, make changes to this document or the terms and conditions set forth herein, provided however, in no event shall Sovos make any changes that will adversely impact or degrade the products or services applicable to this Data Sheet without the Customer's prior written approval. When Sovos makes changes hereto which do not adversely impact or degrade the products or services applicable to this Data Sheet, Sovos will provide prominent notice as appropriate under the circumstances, e.g., by displaying a prominent notice within the applicable Sovos products or services or by sending Customer an email.

4 **DEFINED TERMS.** Except as defined herein or otherwise required by the context herein, all defined terms used in this Data Sheet have the meaning set forth in the Governing Agreement.

5 **TERMS AND CONDITIONS.** Customer's execution of an applicable Order Form for the Services applicable to this Data Sheet signifies Customer's agreement to the terms and conditions in this Data Sheet and its acknowledgment that the Services are provided under and are governed by such applicable Order Form and the separate written agreement between the parties that expressly governs Sovos' delivery of products and services (the "Governing Agreement").

This document constitutes a Data Sheet as defined in the Governing Agreement.

SOVOS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, IN THIS DOCUMENT.