

Managed Services for Withholding Return eFiling

This Data Sheet describes the following Managed Services available for Withholding 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.

Managed Services – Withholding Return eFiling: Sovos provides electronic filing of withholding returns on behalf of Customer to the Internal Revenue Service (IRS).

1 DEFINITIONS.

1.1 "Data Template" means a document supplied by Sovos that outlines data and formatting requirements when submitting withholding return information.

1.2 "FEIN" (Federal Employer Identification Number) means a unique number assigned to a business entity for tax reporting purposes, or relevant tax identification number provided by the respective tax authority.

1.3 "Filing Return(s)" means a tax withholding return, either form(s) 945 and/or 1042, submitted by Sovos to the IRS.

1.4 "MeF" (Modernized e-File) is an IRS program that allows filers to file withholding tax returns electronically.

2 Services

2.1 **Sovos Responsibilities.** Sovos will (i) provide Data Templates necessary to complete the filing process; (ii) generate and file Customer federal electronic filings for 945 and/or 1042 Filing Returns; (iii) document and store Filing Return confirmations via a Sovos Support case received by the IRS; and (iv) maintain being an approved IRS MeF business provider.

2.2 **Customer Responsibilities.** Customer will (i) utilize the most recent version of MeF Data Template; (ii) complete the required fields in the Data Template for each FEIN and for each period; (iii) upload the completed Data Template to Remote File Manager (RFM) in Taxport-Enterprise; (iv) email MeF@sovos.com at least 5 business days prior to the submission date to being the filing process; (v) correspond with the Sovos Support team timely should any errors arise during submission.

3. **CHANGES.** Sovos may, from time to time and in its 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 degrade Sovos' obligations under this Data Sheet without prior written notice to Customer. When Sovos makes changes hereto which do not degrade Sovos' obligations under this Data Sheet, Sovos will provide notice as appropriate under the circumstances, e.g., by displaying a notice within the applicable Sovos products or services, by updating the Data Sheet located at <https://sovos.com/customer-legal-data-sheets/> or by sending Customer an email.

4. **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").

5. **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.

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

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