

Cloud Solution for Tax Information Reporting

This Data Sheet describes the following Software to be provided by 1099 Pro, LLC ("Sovos") to the customer named on an applicable Order Form (the "Customer") in accordance with this Data Sheet:

- **1099 Pro – Corporate Suite Hosted**– Cloud Solution that hosts the 1099 Pro - Corporate Suite.
- **1099 Pro – Corporate Suite** – A software solution that manages recipient tax identity data and delivers 1099 Pro-supported informational tax forms to Customer's recipients and governmental agencies.
- **1099 Pro –Web Presentment** – A web API solution that delivers form output over the internet.
- **1099 Pro – Puerto Rico Forms Module** – A software add on to 1099 Pro - Corporate Suite, which covers Puerto Rican Forms as supported by Sovos.
- **1099 Pro – ACA 1095 Forms Module** – A software add on to 1099 Pro - Corporate Suite which covers ACA Forms as supported by Sovos.
- **1099 Pro – Service Bureau** – A service add on to 1099 Pro - Corporate Suite which includes printing, mailing, E-Filing of Forms, and TIN Matching with the IRS Bulk TIN Matching program in accordance with the rules of that Program, upon request.

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.
- 1.2. **"System"** means the Software and Sovos Data.

2. SOFTWARE. All Sovos Software listed above are licensed separately.

3. SUPPORT SERVICES. Sovos will provide maintenance and support for the Software in this Data Sheet in accordance with its then current and published Sovos Maintenance and Support Policy and the Support Services Data Sheet with the following exceptions:

- 3.1. Section 2.7 shall not apply to the On-Premise Solutions identified Software in this Data Sheet.
- 3.2. **Sections 2.8.11 and 2.8.2 are replaced with the following:**
- 3.3. **2.8.1.1 Engagement.** Customer will engage Sovos Solutions Engineer team for each case. The team shall perform an initial triage of issues identified or reported by Customer, including problem isolation when possible.
- 3.4. **2.8.1.2 Additional Self-Help Resources.** The following additional resources are available as part of Standard Support Services: Standard Release Notes, Knowledge Base in Sovos' Wiki page.

4. SERVICE BUREAU.

- 4.1. For high volume customers, Service Bureau Print & Mail Services appointment dates will be confirmed via email upon receipt of signed contract and 50% postage deposit invoice.
- 4.2. Customer shall verify that all uploads are sent to the Service Bureau via the Software ahead of any related IRS/SSA deadlines.
- 4.3. Rush processing is not available. Sovos will make a good faith effort to process upload files received after the appropriate IRS deadline, posted on the 1099 Pro Service Bureau Upload Timeline, for processing by the respective IRS/SSA/State deadlines.
- 4.4. Customer acknowledges and agrees that if an Upload is scheduled, or submitted, after the latest available upload date(s) posted on the 1099 Pro Upload Timeline, Sovos does not guarantee processing by respective IRS/SSA/State deadlines.

- 4.5. Customer must ensure in prior to January 5th, the successful receipt of emails from Sovos. The Service Bureau communicates via email regarding Upload File statuses, TIN Matching results, and invoices.
- 4.6. Customer is responsible for installing the required January software update and enabling Service Bureau Upload functionality.
- 4.7. Customer must deliver data to Sovos on, or before, Service Bureau Upload Timeline posted dates.
- 4.8. Required upload format is an "Upload File" generated from the Software. If Upload File is not received by 5:00PM PST on or before the 1099 Pro Service Bureau Upload Time posted date, Sovos does not guarantee IRS/SSA mailing and or filing by IRS/SSA deadlines.
- 4.9. Customer must approve or disapprove, via digital signature, Control Totals that are automatically generated from the Software for each mailing and for each electronic filing upload to the IRS/SSA/State.
- 4.10. An Upload File received by the Service Bureau cannot be voided and resubmitted without written confirmation by the Service Bureau Team provided the file has not already been processed. Upload Files are processed almost immediately.
- 4.11. A 50% deposit is required for Printed and Mailed Forms of 10,000 or more.
- 4.12. Customer is responsible for all corrections and reprints which are charged according to the current per form price listed on the invoice. Prices are subject to change without notice.
- 4.13. Customer is responsible for filing for an extension on or before the reporting due date if applicable.
- 4.14. All Service Bureau Services are a fee based add on to the Software purchase. When uploading for Service Bureau Services, the customer is responsible for paying all Service Bureau Invoices upon receipt.

5. INTEGRATION AND ADAPTERS. Customer is solely responsible for data mapping. Customer may purchase the right to use a Standard Adapter, if available from Sovos. Customer's use of such Standard Adapter is subject to all terms and conditions of the Agreement. If no Standard Adapter is available or purchased by Customer, Customer is responsible for: (i) developing and maintaining the adapter; and (ii) updating the adapter to be compatible with new releases of the System and Customer's Application. Sovos can provide adapter services on a time and materials basis pursuant to the Professional Services provisions of this Governing Agreement. SOVOS PROVIDES NO WARRANTY, SUPPORT OR MAINTENANCE FOR ANY NON-STANDARD ADAPTER.

6. 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.

7. **TERMS AND CONDITIONS.** Customer's execution of an applicable Order Form for the products applicable to this Data Sheet signifies Customer's agreement to the terms and conditions in this Data Sheet and its acknowledgment that the Products are provided under and is 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").

8. **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.