

Withholding Compliance - Managed Services

This Data Sheet describes the following 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.

Sovos Withholding Compliance – Managed Services: Sovos provides tax withholding payments, filings and reconciliation activities on behalf of Customer to federal and state jurisdictions.

1 DEFINITIONS.

1.1 "Federal equivalent state filing return" means a states' tax withholding reconciliation return that is similar to IRS Forms 940, 941, 945 and 1042.

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 reconciling return submitted by Sovos to any federal or state jurisdiction.

1.4 "Payments" means a distinct tax withholding payment made or initiated by Sovos to any federal or state jurisdiction.

1.5 "Tax Liability Information" means the data containing liability information required for Sovos to perform all compliance activities on behalf of the customer.

2 Sovos Withholding Compliance – Managed Services – Enhanced

2.1 Sovos Responsibilities. Sovos Withholding Managed Services representatives will: (i) provide company and security level user setup; (ii) manage liability data imports and validations into the withholding software; (iii) utilize liability data reflected in the withholding software to initiate Customer payments to federal and state regulatory agencies; (iv) generate and electronically file Customer federal 940, 941, 945 and 1042 Filing Return(s) and federal equivalent state Filing Return(s), where possible; (v) generate and provide federal and state amended Filing Return(s) up to 6 prior quarters, provided that Sovos has been providing Withholding Compliance - Managed Services to Customer for at least 6 quarters, and further provided that Sovos may charge additional fees for amendment requests that exceed a reasonable number, subject to a mutually agreed upon Statement of Work; (vi) document payment and Filing Return confirmations received by regulatory agencies, where applicable; and (viii) generate and provide Customer with information needed to reconcile with source system or tax information return(s); and (ix) research and log federal and state correspondences received to determine responsible party for audit or penalty defense. Sovos will perform the Withholding Compliance - Managed Services - Enhanced in accordance with the provisions of the Agreement, Sovos' Withholding Managed Services policies and procedures, and any additional documentation as required by Sovos.

2.2 Customer Responsibilities. Customer is responsible for compliance with Sovos' Withholding Managed Services policies and procedures and providing any additional documentation required by Sovos. Customer will: (i) establish direct connection between Customer's bank and Sovos for payment processing, and if Customer fails to establish available connections, Customer will provide NACHA files to Customer's bank, or Sovos may charge additional fees for excessive manual payments per mutually agreed Statement of Work; (ii) provide correct and accurate withholding tax liability information according to Sovos' schema no later than 10am CT daily; (iii) verify and approve payments and Filing Returns prior to submission to regulatory agencies; (iv) take responsibility for late payment penalties and interest if approving EFTPS payments over \$1,000,000 requiring same-day wire; (v) ensure adequate funds are available in financial accounts to fulfill payments; (vi) establish separate payroll and non-payroll accounts with federal and state agencies for Sovos filing, and if separate accounts are not established, Sovos will provide data extracts while Customer files returns independently; and (vii) handle correspondence with federal and state regulatory agencies when Sovos determines Customer is the responsible

party for audit or penalty defense. Sovos may charge reasonable fees if Customer fails to provide required information using Sovos' schema by the deadline. Sovos does not guarantee timely payments or filings if Customer fails to provide required information or approvals timely.

3. Sovos Withholding Compliance – Managed Services – Premium

3.1 Sovos Responsibilities. Sovos Withholding Managed Services representatives will: (i) provide company and security level user setup; (ii) manage liability data imports and validations into the withholding software; (iii) utilize liability data reflected in the withholding software to initiate Customer payments to federal and state regulatory agencies; (iv) generate and electronically file Customer federal 940, 941, 945 and 1042 Filing Return(s) and federal equivalent state Filing Return(s), where possible; (vi) generate and provide federal and state amended Filing Return(s) up to 6 prior quarters, provided that Sovos has been providing Withholding Compliance - Managed Services to Customer for at least 6 quarters, and further provided that Sovos may charge additional fees for amendment requests that exceed a reasonable number, subject to a mutually agreed upon Statement of Work; (vii) document payment and Filing Return confirmations received by regulatory agencies, where applicable; (viii) generate and provide Customer with information needed to reconcile with source system or tax information returns; and (ix) research and log federal and state correspondences received to determine responsible party for audit or penalty defense. Sovos will perform the Withholding Compliance - Managed Services - Premium in accordance with the provisions of the Agreement, Sovos' Withholding Managed Services policies and procedures, and any additional documentation as required by Sovos.

3.2 Customer Responsibilities. Customer is responsible for compliance with Sovos' Withholding Managed Services policies and procedures and providing any additional documentation required by Sovos. Customer will: (i) establish direct connection between Customer's bank and Sovos for payment processing, and if Customer fails to establish available connections, Customer will provide NACHA files to Customer's bank, or Sovos may charge additional fees for excessive manual payments per mutually agreed Statement of Work; (ii) provide correct and accurate withholding tax liability information according to Sovos' schema no later than 10am CT daily; (iii) verify and approve payments and Filing Returns prior to submission to regulatory agencies; (iv) take responsibility for late payment penalties and interest if approving EFTPS payments over \$1,000,000 requiring same-day wire; (v) ensure adequate funds are available in financial accounts to fulfill payments; (vi) establish separate payroll and non-payroll accounts with federal and state agencies for Sovos filing, and if separate accounts are not established, Sovos will provide data extracts while Customer files returns independently; and (vii) handle correspondence with federal and state regulatory agencies when Sovos determines Customer is the responsible party for audit or penalty defense. Sovos may charge reasonable fees if Customer fails to provide required information using Sovos' schema by the deadline. Sovos does not guarantee timely payments or filings if Customer fails to provide required information or approvals timely.

4 Sovos Withholding Compliance – Managed Services – Federal Filing (MeF)

4.1 Sovos Responsibilities. Sovos will: (i) provide Customer with MeF credentials for the Federal Filing forms; (ii) retain executed Form 8879 IRS eFile Signature Authorization in the event of an IRS audit during the term of the

Agreement; and (iii) submit files to the IRS and provide confirmations back to Customer.

4.2 Customer Responsibilities. Customer will: (i) generate the prepared data for all Federal Filing forms for each period; (ii) generate completed Forms 8879 for each FEIN and for each period; (iii) send to Sovos a single file of all MeF outputs generated for all applicable FEINs for each filing period at least 5 business days prior to the submission date; and (iv) send to Sovos a single file submission of all executed Form 8879 for each MeF output for each FEIN and filing period at least 5 business days prior to the submission date.

5. 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.

6. 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").

7. 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.