

1099 Pro® Enterprise and Professional Editions - Tax Year 2023

END USER LICENSE AGREEMENT FOR 1099 PRO SOFTWARE

IMPORTANT-READ CAREFULLY: This End-User License Agreement ("EULA") applies to all versions of 1099 Pro Software including but not limited to 1099 Pro Professional, 1099 Pro Enterprise, Demo, Demonstration, Single, Client/Server, Network, .NET and Multi User versions of 1099 Pro Software.

This End-User License Agreement ("EULA") is a legal agreement between you (either an individual person or a single legal entity, who will be referred to in this EULA as "You") and the Licensor for the 1099 Pro software technology that displays this EULA, including any associated media, printed materials and electronic documentation (the "Software"). The Software also includes any Software updates, add-on components, web services and/or supplements that the Licensor may provide to You or make available to You after the date You obtain Your initial copy of the Software to the extent that such items are not accompanied by a separate license agreement or terms of use. By installing, copying, downloading, accessing or otherwise using the Software, You agree to be bound by the terms of this EULA. If You do not agree to the terms of this EULA, do not install, access or use the Software. For purposes of this EULA, the term "Licensor" refers to 1099 Pro LLC. If You do not agree to the terms of this EULA, Licensor is unwilling to license the Software. In such event, You may not install, copy, download or otherwise use the Software.

SOFTWARE LICENSE

The Software is protected by intellectual property laws and treaties. The Software is licensed, not sold.

1. GRANT OF LICENSE. This EULA grants You the following rights:

- **Single User Version.** You may install and use one (1) copy of the Software. Only one user of the Software can use the Software. Multiple use of the Software concurrently requires additional Single User Version(s) and or additional Multi User Version(s).
- **Multi User Version.** If this Software was purchased for "multi user" use, and said "multi user" designation is stated in the sales contract, then the purchaser may install the "Server" (webupdate) workstation installation on a SINGLE Window's computer at a SINGLE location. The Server may be accessed by as many "Client" (workstations) owned by You, at this same location as the program was licensed to be used by. You may not install or permit any other party to install this Software on any computers which have not been specifically licensed for installation and use of this Software. The right to use the Software, subject to the other terms and conditions herein is contingent on the full payment of all sums due to Licensor.
- **Volume Limitations (applies only to the 1099 Pro Enterprise Version).** The volume of forms/records included with Your Software purchase is limited to 5,000, except as otherwise increased expressly in Your contract or by 'Bump Codes' that You have purchased after Your contract was signed or after Your Software was purchased. See <https://www.1099pro.com/prod1099proEntBump.asp> for more information.
- **Tax year.** - You may only process 2023 tax year forms with this Software.

2. PRINT/MAIL/EFILE SERVICES ("Service Bureau Services").

- Print/Mail and or Electronic Filing (eFiling) Upload functionality is available through the Service Bureau Wizard within the Software and is subject to additional fees. The Service Bureau Services are provided via a hosted solution provided by Licensor. Information regarding the fees may be found at https://www.1099pro.com/serv_Print_Mail.asp and <https://www.1099pro.com/servPricing.asp>.
- Service Bureau rates are based on per Upload File volume.
- If Your Print/Mail or Print/Mail/eFile form volume is greater than 10,000 forms total for the Tax Year, You will be required to execute a separate contract and pay an advance deposit with 1099 Pro LLC. You are responsible for contacting Licensor to initiate contract and deposit proceedings.

If your Print/Mail or Print/Mail/eFile volume is 10,000 or less forms total for the Tax Year, a separate contract is not required. If submitting for eFile only services, no additional contract is required regardless of form volume.

- Service Bureau Upload functionality is enabled within the Software via a required software update, typically released in February.
- The following services are available, provided You meet all of Your obligations set forth herein:
 - Tax forms will be printed per IRS/SSA specifications.
 - Copy B and Instructions will be mailed via first-class post on or before IRS/SSA Printing & Mailing Deadline.
 - Tax forms will be uploaded to the IRS/SSA on or before IRS/SSA Electronic Filing Deadline.
 - Confirmation of printing and scheduled date of delivery to USPS will be provided, via email.
 - IRS/SSA confirmation of upload and the IRS/SSA response will be provided, via email.
- **Service Bureau Appointments and Upload Files.**
 - Uploads for processing by the Sovos 1099 Pro Service Bureau **DO NOT** require an appointment or upload date (unless you have 10,000 or more forms for PRINT & MAIL service). The 1099 Pro Filing Timeline, posted at https://www.1099pro.com/serv_Timeline.asp, includes the deadline dates to submit Service Bureau Upload Files for guaranteed Printing, Mailing and or eFiling services by the respective IRS/SSA/State deadlines.
 - Rush processing is not available. The Service Bureau makes a good faith effort to process Upload Files received after their scheduled appointment date, and/or after the latest available Appointment date posted on the 1099 Pro Filing Timeline.
 - Appointment dates will be confirmed via email if you are printing & mailing over 10,000 forms.
 - You must ensure in advance of January, successful receipt of Licensor emails from both SB@1099pro.com and Sales@1099pro.com. Communications regarding the Service Bureau Services are via email regarding appointment dates (only for 10,000+ forms), Upload File statuses, TIN Matching results, and invoices.
 - You must deliver data to Licensor on, or before, the Service Bureau final upload dates posted for guaranteed service.
 - Required upload format is an "Upload File" generated by a 1099 Pro® Software Service Bureau Upload Wizard. If Upload File is not received by 5:00PM PST on or before the Service Bureau Uploaded posted deadline date, Licensor does not guarantee IRS/SSA mailing and/or filing by IRS/SSA deadlines.
 - You must approve or disapprove, via digital signature, Control Totals that are automatically generated from the 1099 Pro® Software for each mailing and for each electronic filing upload to the IRS/SSA.
 - An Upload File received by the Service Bureau system may be voided and resubmitted by You one time free of charge, provided the file has not already been processed. Upload Files are processed almost immediately.
- **Invoices, Payment, Late Fees, and Sales Tax.**
 - Final invoices are issued once forms are printed/mailed.
 - You shall pay all invoices within thirty (30) days of the date of invoice.
 - For payments by credit card, there is a 3% surcharge if the total is greater than \$5,000. The complete amount will be charged to the card at the time of payment.
 - Whenever any payment is not made when due, You shall pay interest at the rate of 18 percent per annum or the maximum allowable rate of interest permitted by law, whichever is less. You shall reimburse Licensor for all costs incurred by Licensor (including reasonable attorney fees) if Licensor commences collection efforts with respect to these Services.
 - In addition to the Service Bureau fees, invoices may reflect federal, state and local taxes, including sales and use taxes, if any, that Licensor is required to collect from You based on applicable law. You are solely responsible for such taxes. All applicable federal, state, and

local sales and use taxes, if any, will be calculated and reported on the products and services sold to You based on the shipping address provided by You. If the shipping address provided by You is not the location that the products and services are purchased and used, You are required to provide Licensor with such address(es) so that accurate sales and use tax information can be reported to the appropriate taxing authorities. Additionally, Licensor may separately invoice You at any time, including after the initial invoice under this Agreement, for any lawfully required uncollected or under-collected taxes.

- Alternatively, you may pay via ACH/Wire which does not have any fees. Please email AR@1099pro.com for our banking details.
- **Corrections and Reprints.**
 - Corrections and reprints are Your responsibility.
 - IRS/SSA Corrections may be Printed/Mailed and eFiled by the Service Bureau system at the rates found at the link for pricing above.
- **Reporting Extensions.**
 - You are responsible for filing for an extension, on or before the reporting due date, if needed.
 - Not all form types allow for extensions.
- **Minimum System Requirements for using the Service Bureau Services.**
 - Windows 10/11/2012/2016/2019, 1GB RAM, Intel Pentium. II/Celeron or AMD Athlon/Sempron/Turion Processor.
 - TLS V1.2 (or higher) compatible browser.
 - Internet connection with HTTPS or FTP file transfer ability.
- **No Tax or Legal Advice.** Licensor does not and shall not be deemed to provide tax or legal advice in providing the Software or Services. For such guidance, Supplier recommends Company consult their CPA, or tax attorney, for counsel. Additionally, Company can refer to “20XX General Instructions for Certain Information Returns” and/or the separate IRS/SSA Specific Instructions for the form type being filed (where XX is the last two digits of the tax year). These publications are available in PDF version within the 1099 Pro® software.
- EXCEPT AS MAY BE PROHIBITED BY LAW, YOU ARE RESPONSIBLE FOR ANY AND ALL LIABILITIES, OBLIGATIONS, LOSSES, DAMAGES (INCLUDING, WITHOUT LIMITATION, ALL DAMAGES REFERENCED IN SECTION 10 AND ALL DIRECT OR GENERAL DAMAGES), PENALTIES, LATE FEES, INTEREST CHARGES, CLAIMS, ACTIONS, SUITS (INCLUDING LEGAL FEES) FOR ANY CAUSE WHATSOEVER INCLUDING INDEMNIFICATION AND REGARDLESS OF THE FORM OF ACTION THAT ARE IN ANY WAY RELATED TO THE SERVICE BUREAU SERVICES.

3. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS.

- **Limitations on Reverse Engineering, Decompilation, and Disassembly.** You may not reverse engineer, decompile, or disassemble the Software, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.
- **Trademarks.** This EULA does not grant You any rights in connection with any trademarks or service marks of Licensor or its suppliers.
- **No rental, leasing, commercial hosting or third party processing.** You may not rent, lease, lend or provide commercial hosting services to third parties with the Software. Nor may You provide services to third parties which may include the preparation, printing, mailing, online access, and filing of completed tax forms and information returns. If You wish to use the Software for this purpose, You must have a separate written agreement with the Licensor which will specifically contain language that will permit the additional use of the Software for such purpose.
- **Support Services.** Licensor may provide You with support services related to the Software ("Support Services"). Use of Support Services is governed by the policies and programs described in the user manual, in "online" documentation, or in other materials from the support services provider. Any supplemental Software code provided to You as part of the Support Services are considered part of the Software and subject to the terms and conditions of this EULA.

- **Data Collection.** You acknowledge and agree that Licensor may collect aggregate Software usage information for its business purposes including, improving Licensor's Software and services, monitoring adherence with Volume Limitations, troubleshooting bugs, providing update notifications, and enhancing the Software usage experience. No information regarding tax form recipients or individual tax form data is collected.
- **Windows 7 and earlier IS NOT SUPPORTED.**
- **Zip Code** database is derived from TPS Products and Services, Inc.
- **Publicity.** Unless prior agreement is made, You agree that Licensor may use Your customer name in advertising or for other publicity purposes, and may place Your logo on Licensor's web site and marketing materials to indicate Your status as a customer.
- **Termination.** Without prejudice to any other rights, Licensor or its suppliers may terminate this EULA if You fail to comply with the terms and conditions of this EULA. In such event, You must destroy all copies of the Software and all of its component parts.

4. INTELLECTUAL PROPERTY RIGHTS. All title and intellectual property rights in and to the Software and the Service Bureau Wizard (including but not limited to any images, photographs, animations, video, audio, music, text, and "applets" incorporated into the Software), the accompanying printed materials, and any copies of the Software are owned by Licensor or its suppliers. All title and intellectual property rights in and to the content that is not contained in the Software, but may be accessed through use of the Software, is the property of the respective content owners and may be protected by applicable copyright or other intellectual property laws and treaties. This EULA grants You no rights to use such content. If this Software contains documentation that is provided only in electronic form, You may print one copy of such electronic documentation. You may not copy the printed materials accompanying the Software. All rights not specifically granted under this EULA are reserved by Licensor and its suppliers.

4.1 LICENSOR'S OWNERSHIP RIGHTS; FEEDBACK. Licensor owns all copies, modifications and derivative works of the Software including any incorporated "Feedback". You do not acquire any ownership rights in Licensor's Software. "Feedback" means any feedback, comments, suggestions or materials (including, to the extent disclosed to Licensor, any End User Modifications) that You may provide to Licensor about or in connection with the Software, including any ideas, concepts, know-how or techniques contained therein. You may provide Feedback in any form, written or verbal. You hereby grant Licensor a worldwide, royalty-free, non-exclusive, perpetual and irrevocable license to use, copy, modify and otherwise exploit the Feedback for any purpose, including incorporating or implementing the Feedback in the Software. You agree that Licensor may exploit all Feedback without any restriction or obligation on account of intellectual property rights or otherwise. For clarity, no Feedback will be deemed End User's Confidential Information, and nothing in this Agreement limits Licensor's right to independently use, develop, evaluate, or market products, whether incorporating Feedback or otherwise.

5. U.S. GOVERNMENT LICENSE RIGHTS. All Software provided to the U.S. Government pursuant to solicitations issued on or after December 1, 1995 is provided with the commercial license rights and restrictions described elsewhere herein. All Software provided to the U.S. Government pursuant to solicitations issued prior to December 1, 1995 is provided with RESTRICTED RIGHTS as provided for in FAR, 48 CFR 52.227-14 (JUNE 1987) or DFAR, 48 CFR 252.227-7013 (OCT 1988), as applicable.

6. SOFTWARE MEDIA

You may receive the Software from the Internet, on-line network connection, or in disk media or on a CD-ROM or installed on the hard disk drive or ROM of Your computer, or in multiple forms of media. Regardless of the number or type(s) of media You receive, You may use only the media appropriate for Your single computer. You may not use the other media on another computer or loan, rent, lease, or transfer them to another user for any purpose whatsoever.

7. APPLICABLE LAW.

This EULA is governed by the laws of the Commonwealth of Massachusetts. If this Software was acquired outside the United States, then local law may apply. The exclusive venue and jurisdiction for any dispute

shall be the state or federal courts located in the Commonwealth of Massachusetts.

8. LIMITED WARRANTY FOR SOFTWARE.

LIMITED WARRANTY FOR SOFTWARE ACQUIRED IN THE US AND CANADA. Licensor warrants that the Software will perform substantially in accordance with the accompanying materials for a period of ninety (90) days from the date of receipt.

If an implied warranty or condition is created by Your state/jurisdiction and federal or state/provincial law prohibits disclaimer of it, You also have an implied warranty or condition, BUT ONLY AS TO DEFECTS DISCOVERED DURING THE PERIOD OF THIS LIMITED WARRANTY (NINETY DAYS). AS TO ANY DEFECTS DISCOVERED AFTER THE NINETY (90) DAY PERIOD, THERE IS NO WARRANTY OR CONDITION OF ANY KIND. Some states/jurisdictions do not allow limitations on how long an implied warranty or condition lasts, so the above limitation may not apply to You.

Any supplements or updates to the Software, including without limitation, any (if any) web updates, service packs or hot fixes provided to You after the expiration of the ninety (90) day Limited Warranty period are not covered by any warranty or condition, express, implied or statutory.

LIMITATION ON REMEDIES; NO CONSEQUENTIAL OR OTHER DAMAGES. Your exclusive remedy for any breach of this Limited Warranty is as set forth below. Except for any refund elected by Licensor, YOU ARE NOT ENTITLED TO ANY DAMAGES, INCLUDING BUT NOT LIMITED TO CONSEQUENTIAL DAMAGES, if the Software does not meet Licensor's Limited Warranty, and, to the maximum extent allowed by applicable law, even if any remedy fails its essential purpose. The terms of Section 10 below ("Exclusion of Incidental, Consequential and Certain Other Damages") are also incorporated into this Limited Warranty. Some states/jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to You. This Limited Warranty gives You specific legal rights. You may have others which vary from state/jurisdiction to state/jurisdiction.

YOUR EXCLUSIVE REMEDY. Licensor's and its suppliers' entire liability and Your exclusive remedy shall be, at Licensor's option from time to time exercised subject to applicable law, (a) return of the price paid (if any) for the Software, or (b) repair or replacement of the Software, that does not meet this Limited Warranty and that is returned to Licensor with a copy of Your receipt. You will receive the remedy elected by Licensor without charge, except that You are responsible for any expenses You may incur (e.g. cost of shipping the Software to Licensor). This Limited Warranty is void if failure of the Software has resulted from accident, abuse, misapplication, abnormal use or a virus. Any replacement Software will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer. Outside the United States or Canada, neither these remedies nor any product support services offered by Licensor are available without proof of purchase from an authorized international source. To exercise Your remedy, contact: 1099 Pro LLC, 200 Ballardvale Street, 4th Floor, Wilmington, MA 01887, or the 1099 Pro subsidiary serving You.

9. DISCLAIMER OF WARRANTIES. THE LIMITED WARRANTY THAT APPEARS ABOVE IS THE ONLY EXPRESS WARRANTY MADE TO YOU AND IS PROVIDED IN LIEU OF ANY OTHER EXPRESS WARRANTIES (IF ANY) CREATED BY ANY DOCUMENTATION OR PACKAGING. EXCEPT FOR THE LIMITED WARRANTY AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LICENSOR AND ITS SUPPLIERS PROVIDE THE SOFTWARE AND SUPPORT SERVICES (IF ANY) *AS IS AND WITH ALL FAULTS*, AND HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY (IF ANY) IMPLIED WARRANTIES, DUTIES OR CONDITIONS OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY OR COMPLETENESS OR RESPONSES, OF RESULTS, OF WORKMANLIKE EFFORT, OF LACK OF VIRUSES AND OF LACK OF NEGLIGENCE, ALL WITH REGARD TO THE SOFTWARE, AND THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES. ALSO, THERE IS NO WARRANTY OR CONDITION OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION,

CORRESPONDENCE TO DESCRIPTION OR NON-INFRINGEMENT WITH REGARD TO THE SOFTWARE. THIS EULA IS THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF AND SUPERSEDES ALL PRIOR AND CONTEMPORANEOUS ORAL AND WRITTEN AGREEMENTS AND DISCUSSIONS. NO EMPLOYEE OF LICENSOR HAS THE POWER OR AUTHORITY TO MODIFY THIS AGREEMENT EXCEPT BY AN AGREEMENT IN WRITING WHICH BEARS THE SIGNATURE OF AN OFFICER OF THE CORPORATION.

10. EXCLUSION OF INCIDENTAL, CONSEQUENTIAL AND CERTAIN OTHER DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL LICENSOR OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS OR CONFIDENTIAL OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY, FOR FAILURE TO MEET ANY DUTY INCLUDING OF GOOD FAITH OR OF REASONABLE CARE, FOR NEGLIGENCE, AND FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE SOFTWARE, THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES, OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THIS EULA, EVEN IN THE EVENT OF THE FAULT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY OF LICENSOR OR ANY SUPPLIER, AND EVEN IF LICENSOR OR ANY SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. LIMITATION OF LIABILITY AND REMEDIES. NOTWITHSTANDING ANY DAMAGES THAT YOU MIGHT INCUR FOR ANY REASON WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ALL DAMAGES REFERENCED ABOVE AND ALL DIRECT OR GENERAL DAMAGES), THE ENTIRE LIABILITY OF LICENSOR AND ANY OF ITS SUPPLIERS UNDER ANY PROVISION OF THIS EULA AND YOUR EXCLUSIVE REMEDY FOR ALL OF THE FOREGOING (EXCEPT FOR ANY REMEDY OF REPAIR OR REPLACEMENT ELECTED BY LICENSOR WITH RESPECT TO ANY BREACH OF THE LIMITED WARRANTY) SHALL BE LIMITED TO THE GREATER OF THE FEES PAID FOR THE SPECIFIC SOFTWARE OR SERVICES FROM WHICH SUCH CLAIM ARISES WITH THE TWELVE (12) MONTH PERIOD PRECEDING THE CLAIM. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS (INCLUDING SECTIONS 8, 9 AND 10 ABOVE) SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

12. CONFIDENTIALITY. This Section 12 shall supersede all previous Nondisclosure/Confidentiality Agreements that may exist between the parties with respect to the subject matter of this Agreement. "Confidential Information" means any non-public financial, business and other information, in whatever form or medium, that is furnished, including technical data, software, source code, object code, specifications, pricing, know-how or business information specific to You or Licensor, which is marked as confidential or contains a similar legend or which, given the nature of the information and circumstances of disclosure, would reasonably be considered confidential. Confidential Information does not include information which (a) was in the public domain at the time it was disclosed or becomes in the public domain through no fault of the receiver; (b) can be shown by written documentation to have been known to the receiver, without restriction, at the time of disclosure; (c) was independently developed by the receiver without any use of the discloser's Confidential Information; or (d) becomes known to the receiver, without restriction, from a source other than the discloser without breach of any confidentiality agreement and otherwise not in violation of the discloser's rights. Notwithstanding anything to the contrary herein, the Software shall not be deemed to have been placed in the public domain by Licensor for purposes of this Section 12. The receiver shall use the Confidential Information solely for the purpose of this Agreement and shall treat as confidential and shall not use, disclose or otherwise make available any Confidential Information to any person other than employees, consultants, agents, or contractors of the receiver or its affiliates who have a specific need to know and are bound by terms of non-disclosure no less restrictive than

this Agreement. This Section 12 will not prohibit disclosure of Confidential Information pursuant to the order or requirement of a court, administrative agency, or other governmental body; provided, the receiver will furnish prompt notice thereof to enable the discloser to seek a protective order or otherwise prevent such disclosure and will only disclose Confidential Information to the extent required by such order. The obligations of this Section will survive termination for any reason for a period of five years. The parties agree that each party shall be entitled to seek equitable relief to protect its interests under this Section 12, including preliminary and permanent injunctive relief, as well as money damages. Nothing stated herein shall be construed to limit any other remedies available to the parties for breach of this Section 12.

13. ENTIRE AGREEMENT. This EULA (including any addendum or amendment to this EULA which is included with the Software) is the entire agreement between You and Licensor relating to the Software, the Service Bureau services (if selected), and the support services (if any) and they supersede all prior or contemporaneous oral or written communications, proposals and representations with respect to the Software or any other subject matter covered by this EULA. To the extent the terms of any Licensor policies or programs for support services conflict with the terms of this EULA, the terms of this EULA shall control.

14. This Agreement shall be binding upon and inure to the benefit of the respective successors, assigns, and personal representatives of the parties, except to the extent of any contrary provision in this agreement. If any term, provision, covenant, or condition of this EULA is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated. Section, paragraph, and other headings contained in this Agreement are for reference purposes only and are in no way intended to describe, interpret, define, amplify, or limit the scope, extent, or intent of this Agreement or any provision of it.