

# 1099 Pro® Enterprise and Professional Editions - Tax Year 2022

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- **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 2022 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](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 2,000 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 2,000 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 January software update.
- 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.**
  - You are required to schedule an appointment date to submit your Upload Files(s). The 1099 Pro Filing Timeline, posted at [https://www.1099pro.com/serv\\_Timeline.asp](https://www.1099pro.com/serv_Timeline.asp), lists the latest available appointment 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.
  - You must ensure in advance of January, successful receipt of Licensor emails from both [SB@1099pro.com](mailto:SB@1099pro.com) and [Sales@1099pro.com](mailto:Sales@1099pro.com). Communications regarding the Service Bureau Services are via email regarding appointment dates, Upload File statuses, TIN Matching results, and invoices.
  - You must deliver data to Licensor on, or before, scheduled appointment date(s).
  - 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 scheduled appointment 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.
- **IRS Combined Federal/State Filing Program & State Direct Filing.**
  - All IRS electronic filing uploads are, by default and unless overridden by You, submitted as part of the IRS Combined Federal/State Filing (CF/SF) Program, where applicable. For more information on the CF/SF Program, such as the participating states and participating form types, please see - [https://www.1099pro.com/serv\\_CFSP.asp](https://www.1099pro.com/serv_CFSP.asp).
  - The Service Bureau does not submit Form 1099-NEC to the CF/SF Program.
  - The Service Bureau offers limited state direct filing, for the 1099-NEC and/or other tax forms, for an additional fee. For more information, pricing, and limitations, see - <https://wiki.1099pro.com/display/PDWA/State+Reporting+Information>.
  - 1099 Pro software sells products that support the creation of state direct files. Contact 1099 Pro Sales for more information about these products (W-2 Pro Professional, 1099 Pro Enterprise, Corporate Suite).
- **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 6% surcharge if the total is greater than \$2,000. 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.
- **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 10/11/2012/2012 R2/2016/2019, 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.

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- **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.**
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- **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.
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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.**

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