

1099 Pro® W2 Pro - Tax Year 2022

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- **Tax year.** - You may only process 2022 tax year forms with this Software.

2. PRINT/MAIL/EFILING 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 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, 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 and 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.
- **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 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.

3. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS.

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- **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.
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