



DATA SERVICES TERMS AND CONDITIONS

This Data Services Terms and Conditions ("Agreement") shall govern the use of our services and platform. The conditions set forth between you ("you" "Your" "Customer") and National Software Inc., an Arizona Corporation, DBA 1099fire ("1099fire" "our") are the full and final written agreement governing our services to you.

THIRD PARTY FILER

A third-party filing partner is an organization that, on behalf of a customer, transmits specific information returns electronically to the applicable filing agency. Under the terms of this Agreement, the Customer (Customer) contracts the services of 1099fire third party agent for the purposes that are set forth in this Agreement. Customer agrees that 1099fire as a third party transmitter does not provide legal or tax advice. 1099fire does not guarantee the correctness of the data transmitted. It is the sole responsibility of customer to review correctness of data.

SERVICES

Our Outsource Service may consist of any of these below described services. An invoice will be provided to Customer specifying the services requested of 1099fire along with the cost of service:

1. E-File information returns to the Internal Revenue Service on behalf of our customer.
2. Provide mailing services of information returns to the recipients of our customer.
3. E-File information returns to various state agencies as required on behalf of our customer.
4. Provide Tin Match services as required on behalf of our customer.
5. E-file on behalf of the customer corrections from prior filings as requested by customers to various federal and or state agencies as needed.

DATA REQUIRED FOR FILING

Customer will provide 1099fire the Data to be used to create the information returns, and or tin match submissions. The Data needs to be accurate and complete. By providing Data, it is represented and warranted by Customer that all such information (Data) is both accurate and complete. Customer further represents and warrants that both the Data, and the information returns to be both required and legal. All Data shall be submitted using a commercially acceptable secure method of delivery which will be provided by 1099fire. Data must be transmitted to 1099fire using only that method, and in the format that we will provide. For the security of the Data, 1099fire cannot accept Data submitted in any other fashion. A Data file may be voided and resubmitted by Customer to 1099fire one time free of charge, prior to mailing if an error in the Data is discovered prior to mailing and e-filing. This would not apply to corrections that are filed to replace or correct a prior e-filing.

IMPORTANT DATES FOR SUBMISSION AND APPROVAL

To provide timely service, certain dates are important for the processing of Customer information returns. The deadline dates pertaining to this Agreement are posted in the client portal. Customer understands that 1099fire has imposed deadlines for uploading data and approving data that are critical to meeting



the applicable agency filing deadlines. It is the responsibility of the Customer to ensure they have reviewed and acknowledge the posted deadline dates. If the service 1099fire provides includes conversion to PDF, please allow two business days for our office to convert Data to PDF for review. All approvals must be replied to within 2 business days from the date sent by 1099fire. Once approved, 1099fire will proceed with services as agreed.

CONFIDENTIALITY

1099fire is a SOC2 type 2 compliant company. 1099fire acknowledges that Customer Data is confidential and sensitive. 1099fire shall use such information solely for the purpose of fulfilling the obligations to Customer under this Agreement, and as required by law. Further, 1099fire agrees to the following:

1. 1099fire can meet all applicable legal requirements, to include the required administrative, technical, and physical requirements under applicable law, and all applicable industry standards with respect to privacy and security of the Data it obtains.
2. 1099fire will protect and secure all Data it receives as required under all applicable privacy and Data security laws, including implementing and maintaining administrative, technical, and physical safeguards and such safeguards shall, at a minimum, comply with applicable federal, state laws and regulations.
3. Data that must be transmitted or stored when not being accessed to perform our duties in connection with the Service is transmitted or stored in an encrypted fashion, in accordance with applicable industry security standards.
4. 1099fire will not share, disclose, sell or distribute Customer Data for any reason, except as necessary and for the time necessary to provide the Service as outlined in this Agreement.
5. 1099fire will restrict access to Customer information only to our employees, agents or representatives who require the information to perform the services under this Agreement.
6. At Customers' request, 1099fire will destroy or return all Customer Information in our possession and verify to Customer that once completed.
7. While 1099fire has never had a breach of any kind, in the event of any future breach that could compromise Customer Data, 1099fire agrees to promptly report to Customer any actual or suspected breach of the confidentiality of Customer Data. 1099fire agrees to take all commercially reasonable steps to mitigate, to the extent practicable, any harmful effect that is known to 1099fire resulting from a Security Incident. Under no circumstances shall 1099fire be responsible for any monetary damages because of a breach, regardless of circumstance.

FEES

Payment for all services is required in advance. The scope of our service to you, and the cost of such service shall be agreed upon in advance. Mailing and E-filing services will not be performed without full payment, or approved payment arrangements IN ADVANCE of the service. It is the responsibility of the Customer to have those payments or arrangements approved in advance. All Outsource service fees that are due in advance are non-refundable. Please note that should your information returns require corrections, such corrections are not included in our minimum fee.



GOVERNING LAW

This Agreement shall be governed by and construed under the laws of the State of Arizona.

Binding and Entire Agreement.

The whole and entire Agreement between 1099fire and Customer is set forth in this Agreement and by acceptance of this Agreement. This Agreement takes priority over any other Agreement, either verbal or written. Submission of Customer Data in any form to 1099fire constitutes acceptance of this Agreement.

INDEMNIFICATION

Customer hereby indemnifies National Software, Inc., its' contractors, sub-contractors, software providers and all employees and agents thereof and hold them harmless from any and all losses, costs, liability, damages and expenses arising out of or in connection with the preparation and transmission of all of Customer information returns. Indemnification will not apply to any act of gross negligence on the part of 1099fire. For purposes of this Agreement, the definition of gross negligence is a conscious and deliberate disregard of the need to use reasonable care, which is likely to cause foreseeable injury or harm to persons, property, or both. It is an action that is executed with the intent to create harm or injury. It is conduct that is extreme when compared with ordinary Negligence, which is a mere failure to exercise reasonable care.

LIMITATION ON LIABILITY

In no event shall any party to this Agreement be liable to any other party for any lost profits or special, exemplary, consequential or punitive damages, taxes, or penalties even if informed of the possibility of such damages.

RETENTION OF DATA BY CUSTOMER

Upon completion of service in filing on Customers' behalf, 1099fire will not retain the Excel file provided by Customer, nor the text file created for upload to the applicable filing agency. It is imperative for Customer to maintain all Data that was used for filing as well as any submission receipts provided and 1099fire has forwarded. Should corrections be required, or proof of filing be needed, Customer fully understands the obligation to maintain Data.

AUTHORIZED SIGNATURE

You represent and warrant that the person signing this Agreement is authorized to bind Customer by executing this Agreement on behalf of Customer.