



Compliance

ORDER FORM

Santa Fe County, NEW MEXICO
PO Box 276
102 Grant Ave
Santa Fe, New Mexico, 87504-0276
United States

Signature: 

Print Name: Katherine Miller

Title: Santa Fe County Manager

Date: 10-31-16

Contract Effective Date: 10/25/2016

First Effective Tax Year: 2016

Approved as to form
Santa Fe County Attorney
By 
Date: 10-25-16

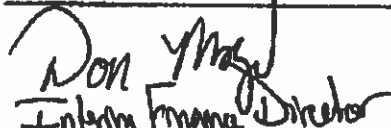
Sovos Compliance, LLC
200 Ballardvale Street, Building 1, 4th Floor
Wilmington, MA 01887
United States

DocuSigned by:
Signature: 

Print Name: Brent Stine

Title: VP Controller

Date: 11/15/2016


Interim Finance Director
10-28-16

CLIENT CONTACT INFORMATION

Billing Contact: Bernadette Salazar
Address: 102 Grant Ave Santa Fe, Santa Fe, New Mexico, 87501, United States
E-mail: bsalazar@santafecountynm.gov
Phone: 505 992 9867

Ship To Contact: Bernadette Salazar
Address: 102 Grant Ave Santa Fe, Santa Fe, New Mexico, 87501, United States
E-mail: bsalazar@santafecountynm.gov
Phone: 505 992 9867

| PRODUCT(S) | LICENSE METRIC | FEES (all fees set forth herein are applicable to the Subscription Period) |
|------------|----------------|--|
|------------|----------------|--|

| | | | |
|-------------|-----------------|---|------------------------|
| Taxport ACA | Taxport ACA 900 | License Fee Price Per Form(Overages) | \$12,514.50 \$12.88 |
|-------------|-----------------|---|------------------------|

| | | |
|---------------------|------------------------|--|
| Administrative User | Name Sonya Quintana | Email Address squintana@santafecountynm.gov |
|---------------------|------------------------|--|



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Sovos Compliance, LLC
200 Ballardvale Street, Building 1, 4th Floor
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Signature: 

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Print Name: Katherine Miller

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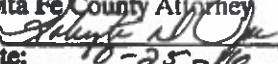
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| Taxport ACA | Taxport ACA 900 | License Fee \$12,514.50 Price Per Form(Overages) \$12.88 |
| Administrative User | Name Sonya Quintana | Email Address squintana@santafecountynm.gov |

| | |
|----------------------------------|--|
| Term | The initial term shall be for 3 Subscription Period(s) from the Effective Date on the Order Form. The Order Form shall automatically renew for additional terms of 3 Subscription Periods each. |
| Terms and Conditions | <p>The terms and conditions governing the use of the services are set forth in the Taxport ACA SaaS Subscription Agreement, a copy of which is located https://taxportaca.sovos.com/assets/docs/Taxport-ACA-SaaS-Subscription-Agreement.pdf. By signing this Order Form you agree to be bound by the Taxport ACA SaaS Subscription Agreement.</p> <p>This service includes printing and mailing of statements to recipients and electronic filing with the IRS in accordance with the Taxport ACA SaaS Subscription Agreement.</p> |
| Subscription Period | <p>The Subscription Period runs April 1 through March 31.</p> <p>Notwithstanding the foregoing, the First Subscription Period begins on the Contract Effective Date and continues until March 31, 2017. Thereafter the Subscription Period will start April 1 of each year.</p> |
| Overage Fees and Payments | If print services are included on this Order Form, all pricing includes print and transmit. Corrections and reprints (in excess of the contracted form volume) through print services are included for up to 5% of the total form volume. Overages are charged at the price per form overage rate. |
| Payment Terms | <p>Payment of all fees is due thirty (30) days after the invoice date.</p> <p>Commencing with the 2nd Subscription Period of this Order Form, Company may, with 90 days written notice, increase fees, such increase to be effective as of the beginning of such Subscription Period.</p> |
| Additional Terms | <p>To the extent of any conflicting terms and conditions, the order of precedence shall be: (i) Subscription Agreement, and (ii) Order Form, except in circumstances where the Order Form expressly states the intent to supersede a specific portion of the Subscription Agreement.</p> <p>The Taxport ACA SaaS Subscription Agreement ("Subscription Agreement") is hereby modified as follows:</p> <p><u>Section 3.9 is hereby deleted and replaced with the following:</u> "During the term of the Agreement and for a period of six months following its termination, Sovos shall have the right to verify Your full compliance with the terms and requirements of the Agreement. If such verification process reveals any noncompliance, You shall promptly cure any such noncompliance. The obligations under this Section do not constitute a waiver of Sovos' termination rights and do not affect Sovos' right to payment for the Services and interest fees related to usage in excess of the agreed upon number of Tax Forms."</p> <p><u>Section 7.2:</u> The words "to the extent permitted by law" shall be added to the end of the first sentence of Section 7.2.</p> <p><u>Section 6.1:</u> The second sentence in Section 6.1 shall be deleted in its entirety and replaced with "You hereby grant to Sovos for the term of this Agreement a worldwide, non-exclusive right to utilize any data arising from the use of the Service, whether disclosed on or prior to the effective date (i) on an anonymous and aggregate basis for any legitimate business purpose, and (ii) to</p> |

sublicense such data to third parties for the purpose of providing the Products and Services, subject to all legal restrictions regarding the use and disclosure of such information.”

Section 9.2 is hereby deleted and replaced with the following: “Notwithstanding anything to the contrary contained in this Agreement, Sovos’ total liability for any and all damages with respect to the Service shall not exceed the fee for the initial Subscription Period paid by you. The foregoing limitation shall not apply to Sovos’ indemnity obligation set forth in Section 7.1 of this Agreement or actual damages incurred by You as a direct result of the criminal or fraudulent acts or willful misconduct of Sovos or any of its employees.”

Section 13.1: “Commonwealth of Massachusetts” shall be deleted from Section 13.1 and replaced with “State of New Mexico.”

Section 13.6: A new Section 13.6 entitled “Non-Appropriation” is hereby added to the Subscription Agreement, which states: “The Subscription Agreement is contingent upon sufficient appropriations and authorizations being made for performance of this Agreement by the Board of County Commissioners of the County and/or, if state funds are involved, the Legislature of the State of New Mexico. If sufficient appropriations and authorizations are not made in this or future fiscal years, this Agreement shall terminate upon written notice by the County to Sovos. Such termination shall be without penalty to the County, and the County shall have no duty to reimburse Sovos for expenditures made in the performance of this Agreement. The County is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered and approved for expenditure by the County. The County’s decision as to whether sufficient appropriations and authorizations have been made for the fulfillment of this Agreement shall be final and not subject to challenge by Sovos in any way or forum, including a lawsuit. In the event that money is not appropriated to continue services, then You will notify Sovos Compliance, LLC in writing and the contract will terminate at the end of the fiscal year for which the funds were last appropriated.”

The HIPAA Business Associate Agreement (“BAA”) is hereby modified as follows:

Section 9.4: “Commonwealth of Massachusetts” shall be deleted from Section 9.4 and replaced with “State of New Mexico.”

Activation Requirements

Client shall provide the full name and email address for the administrative user. This user will have the ability to add, modify, and delete users for the organization.

For ACA Reporting Only

Client is (check appropriate box, if applicable):

☒ a Covered Entity under HIPAA

☐ a Business Associate of a Covered Entity under HIPAA

Authorized Affiliates

Are Affiliates authorized to receive the Products and Services under this Order Form?

☐ Yes

☒ No

[If yes, list authorized affiliates below]

Legal Name

Address

| | |
|--|--|
| | |
|--|--|

Taxport ACA SaaS Subscription Agreement

Last Modified: December 4, 2015

Welcome to Taxport ACA, a product owned and operated by Sovos Compliance, LLC ("Sovos"). This SaaS Subscription Agreement (the "Agreement") governs your access to and use of Taxport ACA ("Taxport ACA"), including any content, functionality, and services offered on or through Taxport ACA (the "Service").

Please read the Agreement carefully before commencing use of Taxport ACA. By clicking to accept or agree to the Agreement when this option is made available to you, you accept and agree to be bound and abide by this Agreement. If you are entering into this Agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity and your affiliates to these terms and conditions. If you do not have such authority, or if you do not agree with these terms and conditions, you must not accept this Agreement and you may not use Taxport ACA.

In consideration of the mutual promises set forth below, the parties hereby agree as follows:

1 Definitions

Affiliate means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

Your Information means all company, associate, employee, contractor, and payroll information submitted by or with respect to you.

Documentation means the electronic user manuals and any other printed or electronic materials customarily provided to end users of Software and Services.

Subscription Period means the period identified on the Order Form for which the annual fees apply.

Tax Form means tax or informational forms that are transmitted electronically or on paper to the appropriate regulatory agency including any and all changes that are additions (new filings) and any and all changes that are corrections to a prior filing.

Users mean your employees, consultants, contractors or agents who are authorized to use the Service and have been supplied user identifications and passwords by you (or by Convey at your request).

2 Purpose and Scope

2.1 The Service includes transmittals for federal filing, including the use of Combined Federal/State Filing; statement delivery; and Tax Identification Number (TIN) Validation management and compliance. The Service shall include operation of hardware, software, printing and mailing of forms, and support. W9 and/or B-Notice solicitation services are not included in the Service, but may be added for an additional fee.

2.2 This Agreement establishes the general terms and conditions to which the parties agree with respect to the provision of the Service ONLY. Additional terms and conditions are set forth in the Order Form. You are only entitled to use the Service for the specific number of Tax Forms than you indicate in your Order Form.

2.3 Sovos reserves the right, in its sole discretion, to change, modify, add, or remove portions of this Agreement at any time. The current Agreement will be made available to you through the Service and it is your responsibility to review the Agreement periodically for changes. Your continued use of the Service following the posting of changes will mean that you accept and agree to the terms.

2.4 To the extent you are a Covered Entity under the Health Insurance Portability and Accountability Act of 1996, as amended (HIPAA), and the provision of the Service requires the processing of Protected Health Information ("PHI"), the Business Associate Agreement attached to this Agreement shall apply.

2.5 In the event you are licensing Taxport ACA through an authorized Sovos reseller ("Reseller"), the provisions contained in this Agreement shall not apply to you and Sovos. Your access and use of Taxport ACA will be governed

by the agreement between you and the Reseller and Sovos shall have no obligations or liability of any kind, whether direct or indirect under whatever theory of liability arising from your use of Taxport ACA.

3 Taxport ACA

3.1 You have responsibility for periodic data delivery, output validation, and task authorization. Sovos' ability to complete your tasks is dependent upon your timely task completion and Sovos shall bear no responsibility for delays caused by you. If you are utilizing the print services option, print instructions and relevant data must be submitted at least twelve (12) days prior to January 31 or your related Tax Forms may be postmarked after January 31. If you miss the aforementioned deadline, you may be subject to a late fee. If your transmit instructions and relevant data are not submitted at least ten (10) days prior to March 31, your transmit data may be filed with the IRS after March 31.

3.2 If selected as part of your subscription, the Tax Identification Number ("TIN") Matching Program is a service where the "Authorized Agent" (in your case, Sovos) submits your tax records that are subject to the provisions of IRC § 3406 to the "IRS Name and TIN Matching Program." This service verifies that the recipient names and TIN numbers are accurate, thereby reducing the number of "B" notices received. As per IRC § 3406, this service applies only to the following Tax Forms: 1099-B, 1099-DIV, 1099-INT, 1099-MISC, 1099-OID, and 1099-PATR. Sovos must be appointed as your agent to submit records to the IRS TIN Matching Program. Accordingly, you hereby appoint Sovos as the transmitter of tax reporting information to the IRS TIN Matching Program on your behalf. This authorization shall remain in effect until the earlier of the following: (i) termination of the Agreement by either party, or (ii) you provide written notification of your intent to revoke authorization.

3.3 You shall: (i) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Your Information; (ii) configure remote printing for your Users, if the print option is selected; (iii) establish User connectivity using the Internet, including opening applicable ports; and (iv) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Service, and notify Sovos promptly of any such unauthorized use or access.

3.4 Subject to the provisions contained in this Agreement, including without limitation the restrictions set forth herein and timely payment of the applicable fees, Sovos hereby grants you for the term a non-transferable, non-exclusive license, without the right to grant sublicenses to access and use the Service solely for your internal business purposes. Access is limited to the version of Taxport ACA in Sovos' production environment. You shall not: (i) sell, resell, distribute, host, lease, rent, license, or sublicense, in whole or in part, the Service; (ii) decipher, decompile, disassemble, reverse assemble, modify, translate, reverse engineer, or otherwise attempt to derive source code, algorithms, tags, specifications, architecture, structure, or other elements of the Service, in whole or in part; (iii) allow access to, provide, divulge, or make available the Service to any users other than employees and individual contractors who have a need to such access and who shall be bound by nondisclosure obligations that are at least as restrictive as the terms of this Agreement; (iv) write or develop any derivative works based upon the Service; (v) modify, adapt, translate, or otherwise make any changes to the Service; (vi) use the Service to provide processing services to third parties, or otherwise use the same on a 'service bureau' basis; or (vii) disclose or publish, without Sovos' prior written consent, performance or capacity statistics or the results of any benchmark test performed on the Service; or (viii) otherwise use or copy the same except as expressly permitted herein.

3.5 During the term of the Agreement, Sovos will maintain Your Information for at least four (4) years (the current input year and three prior years). The current and three prior years' data will remain available on-line for immediate access at no additional cost to you. If you require access to Your Information from a year other than the current plus three prior years, the files, if available, will be made available to you at an additional charge within a reasonable timeframe, and will be provided as data files rather than available through the Service. Upon request by Client made within 30 days of the effective date of termination, Company will make all of Client's current Taxport data available to Client. If Client has not paid all invoiced fees (except with respect to charges then under reasonable and good faith dispute), Company reserves the right to hold the data until such time that all such fees have been paid. After such 30-day period, Company shall have no obligation to maintain or provide any data and shall thereafter delete all data in its systems or otherwise in its possession or under its control, except as required by law to be retained by Company or as part of its routine backup, archival and data destruction procedures.

3.6 There are two options for the Service available: Taxport ACA or Taxport ACA No Print. With the Taxport ACA option, statement delivery is included in the annual fee and you shall be responsible for submitting the data to Sovos at least twelve (12) days prior to the regulatory deadline. With the Taxport ACA No Print option, you are responsible for printing your own forms and mailing them to the appropriate recipient by the regulatory deadline.

3.7 You agree that your purchases hereunder are neither contingent on the delivery of any future functionality or features, nor dependent on any oral or written comments made by Sovos regarding future functionality or features.

3.8 You, and not Sovos, shall be solely responsible for (i) compliance with all laws and governmental regulations affecting your business, and (ii) any use You may make of the Services (including any reports and worksheets produced in connection therewith) to assist you in complying with such laws and governmental regulations. You will not rely solely on its use of the Services in complying with any laws and governmental regulations.

3.9 During the term of the Agreement and for a period of one year following its termination, Sovos shall have the right to verify Your full compliance with the terms and requirements of the Agreement. If such verification process reveals any noncompliance, You shall reimburse Sovos for the reasonable costs and expenses of such verification process incurred by Sovos (including but not limited to reasonable attorneys' fees), and You shall promptly cure any such noncompliance; provided, however, that the obligations under this Section do not constitute a waiver of Sovos's termination rights and do not affect Sovos' right to payment for and Services and interest fees related to usage in excess of the agreed upon number of Tax Forms.

3.10 You represent and warrant that before providing non-public personal or financial information to Sovos or its agents, you will comply with any laws applicable to the disclosure of personal information, including providing notices to or obtaining permission from third parties to allow sharing of their personal information with Sovos under the Agreement. No personal information will be intentionally disseminated by Sovos to any third parties, except as consented to by You, required by law or as necessary for Sovos to provide the Services.

3.11 Sovos may designate any agent or subcontractor to perform such tasks and functions to complete any services covered under this Agreement. However, nothing in the preceding sentence shall relieve Sovos from responsibility for performance of its duties under the terms of this Agreement.

3.12 You will use the Service in accordance with the Agreement. You shall be responsible for providing accurate and timely information and data required by Sovos to administer and operate the Service. You shall afford Sovos access to any and all of Your Information required to provide the Service.

4 Fees and Payments

4.1 Fees and payment terms are specified in the applicable Order Form and cover the tax year for a specified number of Tax Forms. Interest accrues on past due balances at the lesser of 1½% per month or the highest rate allowed by law. Interest shall not accrue on portions of invoices that are disputed in good faith if the dispute is detailed in writing, delivered by the payment due date, and undisputed portions of the invoice are paid on time.

4.2 Overages in contracted volume will be charged at the per form rate on the applicable Order Form. Corrections or reprints exceeding 5% of contracted volume will be charged at the per-form rate.

4.3 You shall be responsible for payment of all taxes (excluding those on Sovos' net income) relating to the provision of the Service, except to the extent a valid tax exemption certificate or other written documentation acceptable to Sovos to evidence your tax exemption status is provided to Sovos prior to the delivery of the Service hereunder.

4.4 In addition to its other rights or remedies provided hereunder, Sovos will be entitled to suspend the Service if your account is 30 days or more overdue (except with respect to charges under reasonable and good faith dispute) or if you are in breach of this Agreement until such time the amounts are paid in full or you cure the

applicable breach. Sovos may suspend Your access and use of the Service if, and so long as, in Sovos's sole judgment, there is a risk created by You that may interfere with the proper continued provision of the Services or the operation of Sovos' network or systems. Sovos may impose an additional charge to reinstate the Service following such suspension.

5 Term and Termination

5.1 The initial term of this Agreement is specified in the Order Form ("Initial Term"). The term for the Service shall automatically renew for the same length as the Initial Term, unless otherwise identified in the Order Form. Notwithstanding the foregoing, either party may terminate the Agreement by providing written notice to the other party at least forty-five (45) days prior to the end of the Initial Term or any renewal term.

5.2 Either party may terminate the Agreement immediately upon written notice at any time if the other party (i) commits a non-remediable material breach of the Agreement, or if the other party fails to cure any remediable material breach or provide a written plan of cure acceptable to the non-breaching party within thirty (30) days of being notified of such breach; or (ii) ceases business operations; or (iii) becomes insolvent, generally stops paying its debts as they become due or seeks protection under any bankruptcy, receivership, trust, deed, creditors arrangement, composition, or comparable proceeding, or if any such proceeding is instituted against the other (and not dismissed within 90 days after the commencement of one of the foregoing events).

5.3 Upon termination, you lose the right to utilize the Service. Termination shall not relieve you of the obligation to pay any fees accrued or payable to Sovos prior to the effective date of termination. Fees are for use of the Service for a particular tax year and are not severable. In the event of any termination, the provisions of this Agreement shall survive as necessary to effectuate their purposes and shall bind the parties and their legal representatives, successors, and assigns.

5.4 Upon your request, made in writing within thirty (30) days of the effective date of termination, Sovos will make Your Information available to you. If you have not paid all invoiced fees, Sovos reserves the right to hold Your Information until such time that all fees have been paid. After the 30-day period, Sovos shall have no obligation to maintain or provide any of Your Information and shall thereafter, unless legally prohibited, delete all of Your Information in its systems or otherwise in its possession or under its control.

6 Intellectual Property, Proprietary Rights, and License

6.1 You own and shall own all rights to Your Information. You hereby grant to Sovos a perpetual, non-cancelable, worldwide, non-exclusive right to utilize any data arising from the use of the Service, whether disclosed on or prior to the effective date (i) on an anonymous and aggregate basis for any legitimate business purpose, and (ii) to sublicense such data to third parties for the purpose of providing the Products and Services,, subject to all legal restrictions regarding the use and disclosure of such information.

6.2 Taxport ACA and all equipment, infrastructure, websites, and other materials provided by Sovos in the performance of its obligations hereunder will at all times remain the exclusive, sole and absolute property of Sovos. Except for the rights granted to you in this Agreement, you will have no interest in Taxport ACA. All rights, title, and interest in or to any copyright, trademark, service mark, trade secret, and other proprietary right relating to Taxport ACA and the related logos, product names, etc. are reserved and all rights not expressly granted are reserved by Sovos. You may not obscure, alter, or remove any copyright, patent, trademark, service mark, or proprietary rights notices on any product.

6.3 You will not use or permit access to the Service in an effort to develop or modify competitive services.

7 Indemnification

7.1 Sovos shall defend you in any suit or cause of action alleging that Taxport ACA as used in accordance with this Agreement infringes any copyright or U.S. patent of any third party and indemnify you for any damages awarded in any final, non-appealable resolution, whether by judgment or settlement (including attorneys' reasonable fees and court costs to the extent that Sovos fails to promptly assume such defense) of such suit or cause of action. The foregoing obligations of Sovos are subject to the following requirements: you shall promptly notify Sovos of any and all such suits and causes of action; and Sovos controls any negotiations or defense

of such suits and causes of action, and you assist as reasonably required by Sovos. If Taxport ACA is held or believed to infringe on copyright, or U.S. patent of a third party, Sovos may, in its sole discretion, (a) modify Taxport ACA to be non-infringing, (b) obtain for you a license to continue using Taxport ACA, or (c) if neither (a) nor (b) are practical in Sovos' sole judgment, terminate the affected license and return to you the unused portion of any licensee fees paid for the affected product. This Section states Sovos' entire liability and your exclusive remedies for infringement of intellectual property rights of any kind.

7.2 By accepting the terms of the Agreement, you agree to indemnify Sovos and hold Sovos, its officers, directors, employees, and agents harmless from any liability, losses, damages, fees (including reasonably attorneys' fees), and expenses related to your violation of this Agreement or any unauthorized use or misuse of Taxport ACA by you or your users. Sovos reserves the right, in its sole discretion and at its sole expense, to assume the exclusive defense and control of any such claims. You agree to reasonably cooperate as requested in the defense of any such claim.

8 Disclaimers

8.1 Sovos does not, and shall not be deemed to provide tax or legal advice in providing the Service. Sovos will use reasonable efforts to ensure that Taxport ACA is current and accurate, but due to rapidly changing tax rates and regulations which require interpretation by your qualified tax and legal professionals, you bear full responsibility to determine the applicability of the output generated by Taxport ACA and to confirm its accuracy.

8.2 THE SERVICE AND THE CONTENT ACCESSIBLE THROUGH THE SERVICE ARE PROVIDED ON AN "AS-IS," "AS-AVAILABLE," "WITH ALL FAULTS" BASIS AND MAY INCLUDE ERRORS, OMISSIONS, OR OTHER INACCURACIES. YOU ASSUME THE SOLE RISK OF MAKING USE OF THE SERVICE AND THE CONTENT. SOVOS MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT THE RESULTS THAT CAN BE ACHIEVED FROM OR THE SUITABILITY, COMPLETENESS, TIMELINESS, RELIABILITY, LEGALITY, OR ACCURACY OF THE SERVICE OR CONTENT FOR ANY PURPOSE. SOVOS EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, OR ANY OTHER IMPLIED WARRANTY UNDER THE UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT AS ENACTED BY ANY STATE. SOVOS DOES NOT REPRESENT OR WARRANT THAT THE SERVICE WILL OPERATE ERROR FREE OR IN AN UNINTERRUPTED FASHION OR THAT ANY DOWNLOADABLE FILE OR CONTENT WILL BE FREE OF VIRUSES OR CONTAMINATION OR DESTRUCTIVE FEATURES.

8.3 YOU ACKNOWLEDGE THAT USE OF OR CONNECTION TO THE INTERNET PROVIDES THE OPPORTUNITY FOR UNAUTHORIZED THIRD PARTIES TO CIRCUMVENT SECURITY PRECAUTIONS AND ILLEGALLY GAIN ACCESS TO THE SERVICE AND CLIENT DATA. ACCORDINGLY, SOVOS CANNOT AND DOES NOT GUARANTY THE PRIVACY, SECURITY OR AUTHENTICITY OF ANY INFORMATION SO TRANSMITTED OVER OR STORED IN ANY SYSTEM CONNECTED TO THE INTERNET EXCEPT TO THE EXTENT THAT ANY BREACH OF SECURITY IS CAUSED BY SOVOS' FAILURE TO COMPLY WITH THE SECURITY OBLIGATIONS SET FORTH IN SECTION 11.1.

9 Limitation of Liability

9.1 NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, NEITHER CLIENT NOR SOVOS AND ITS LICENSORS AND SUPPLIERS WILL BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR OTHER SIMILAR DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS OR DAMAGES FOR BUSINESS INTERRUPTION, INACCURATE DATA, OR LOSS OF DATA OR COST OF COVER) THAT YOU MAY INCUR OR EXPERIENCE IN CONNECTION WITH THE AGREEMENT OR THE SERVICE, HOWEVER CAUSED AND UNDER WHATEVER THEORY OF LIABILITY, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION SHALL NOT APPLY TO YOUR BREACH OF SOVOS' INTELLECTUAL PROPERTY RIGHTS.

9.2 Notwithstanding anything to the contrary contained in this Agreement, Sovos' total liability for any and all damages with respect to the Service shall not exceed the fee for the initial Subscription Period paid by you. The foregoing limitation shall not apply to Sovos' indemnity obligation set forth in Section Error! Reference source not found. of this Agreement or actual damages incurred by You as a direct result of the criminal or fraudulent acts or willful misconduct of Sovos or any of its employees.

10 Confidentiality

This Section 10 shall supersede all previous Nondisclosure/Confidentiality Agreements that may exist between the

parties with respect to the subject matter of this Agreement. All Confidential Information (as defined below) disclosed hereunder will remain the exclusive and confidential property of the disclosing party. The receiving party will not disclose the Confidential Information of the disclosing party and will use at least the same degree of care, discretion and diligence in protecting the Confidential Information of the disclosing party as it uses with respect to its own confidential information, but in no case less than reasonable care. The receiving party will limit access to Confidential Information to its affiliates, employees and authorized representatives with a need to know and will instruct them to keep such information confidential. You may disclose the Confidential Information to its contractors and/or consultants for your sole benefit, provided that any breach of the terms of the Agreement by such contractors and/or consultants shall be deemed a breach by you and you remain fully responsible for such breach. Sovos may disclose your Confidential Information on a need to know basis to its subcontractors who are providing all or part of the products, provided those subcontractors have executed confidentiality agreements and further provided that Sovos shall remain liable for any unauthorized disclosure of your Confidential Information by those subcontractors. Notwithstanding the foregoing, the receiving party may disclose Confidential Information of the disclosing party (a) to the extent necessary to comply with any law, rule, regulation or ruling applicable to it, and (b) as required to respond to any summons or subpoena or in connection with any litigation, provided the receiving party gives the disclosing party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the disclosing party's cost, if the disclosing party wishes to contest the disclosure. Upon the request of the disclosing party, the receiving party will return or destroy all Confidential Information of the disclosing party that is in its possession. Notwithstanding the foregoing, Sovos may retain information for regulatory purposes or in back-up files, provided that Sovos' confidentiality obligations hereunder continue to apply. For purposes of this Section, "Confidential Information" shall mean information designated as confidential in writing or information which ought to be in good faith considered confidential and proprietary to the disclosing party. Information shall not be considered Confidential Information to the extent, but only to the extent, that the receiving party can establish that such information (i) is or becomes generally known or available to the public through no fault of the receiving party; (ii) was in the receiving party's possession before receipt from the disclosing party; (iii) is lawfully obtained from a third party who has the right to make such disclosure on a non-confidential basis; or (iv) has been independently developed by one party without reference to any Confidential Information of the other.

11 Security

11.1 Sovos will maintain safeguards and take commercially reasonable technical, physical, and organizational precautions to ensure that Your Information is protected from unauthorized access, alteration, disclosure, erasure, manipulation, and destruction while Your Information is in possession or under the control of Sovos and ensure that Your Information is not processed by Sovos in other ways contradictory to privacy and/or data protection laws. The objective of each such precaution will be (i) to ensure the security and confidentiality of Your Information; (ii) protect against any anticipated threats or hazards to the security or integrity of Your Information; and (iii) protect against unauthorized use or access of Your Information. Upon written request, Sovos will provide you with all information that you reasonably request regarding the processing of Your Information, including, but not limited to, where and how Your Information is stored, who has access to Your Information, and why, and what security measures are taken to ensure that Your Information is protected from unauthorized access, alteration, disclosure, erasure, manipulation, and destruction while in the possession or under the control of Sovos. Sovos will maintain sufficient procedures to detect and respond to security breaches involving Your Information. Sovos will inform you as soon as practicable when it confirms a security breach involving Your Information and take corrective action. Sovos will provide you with such information regarding the breach as you reasonably request.

11.2 You will maintain commercially reasonable security procedures for the transmission of data to Sovos. You will notify Sovos immediately of any suspected security breach regarding transmissions to or from Sovos. You will not: (a) breach or attempt to breach the security of the SaaS or any network, servers, data, computers or other hardware relating to or used in connection with the SaaS, or any third party that is hosting or interfacing with any part of the SaaS; or (b) use or distribute through the SaaS any software, files or other tools or devices designed to interfere with or compromise the privacy, security or use of the SaaS or the operations or assets of any other customer of Sovos or any third party. You will comply with the user authentication requirements for use of the SaaS. Sovos has no obligation to verify the identity of any person who gains Access to the SaaS by means of an access ID. Sovos may rely on the instructions and actions as being those authorized by You. You are solely responsible for monitoring its authorized users' Access to and use of the SaaS. Any failure by any authorized user to comply with the Agreement shall be deemed to be a material breach by You, and Sovos shall not be liable for any damages incurred by You or any third party resulting from such breach. You must immediately take all necessary steps, including providing notice to Sovos, to effect the termination of an access ID for any authorized user if there is any compromise in the security of that access ID or if unauthorized use is suspected or has occurred.

12 Notices

All communications required to be sent or given under this Agreement will be in writing and will be duly given

and effective immediately if delivered in person or five business days after mailed by certified mail return receipt requested or upon confirmation of signature recording delivery, if sent via a nationally recognized overnight courier service with signature notification requested, to either party at the address shown on the first page of this Agreement or to any other address a party may identify in writing from time to time. A copy of all communications to Sovos of a legal nature must be sent to Sovos Compliance, LLC Attention: Legal Department at 200 Ballardvale Street, Building 1, 4th Floor, Wilmington, MA 01887.

13 General

13.1 This Agreement is governed by the laws of the Commonwealth of Massachusetts without giving effect to its conflict of law provisions. The parties agree that this Agreement is not a contract for the sale of goods; therefore, the Agreement shall not be governed by any codification of Article 2 or 2A of the Uniform Commercial Code, or any codification of the Uniform Computer Information Technology Act ("UCITA"), or any references to the United National Convention on Contracts for the International Sale of Goods.

13.2 Sovos may assign the Agreement to an affiliate, a successor in connection with a merger, acquisition or consolidation, or to the purchaser in connection with the sale of all or substantially all of its assets. You may not assign the Agreement, nor any of the rights or obligations under the Agreement, without the prior written consent of Sovos.

13.3 Any party hereto will be excused from performance under this Agreement for any period of time that the party is prevented from performing its obligations hereunder as a result of an act of God, war, utility or communication failures, or other cause beyond the party's reasonable control. Both parties will use reasonable efforts to mitigate the effect of a force majeure event.

13.4 This Agreement contains the entire agreement of the parties with respect to its subject matter and supersedes and overrides all prior agreements on the same subject matter, and shall govern all disclosures and exchanges of Confidential Information made by the parties previously hereto. If any conflict arises between the terms of any Order Form and the terms of this Agreement, the terms of this Agreement will control over the terms of that Order Form, except where the Order Form expressly states the intent to supersede a specific portion of the Agreement.

13.5 No purchase order or other ordering or business processing document that purports to modify or supplement the text of this Agreement shall add to or vary the terms of this Agreement; any such ordering document shall be considered a purely administrative document on your behalf and shall not modify this Agreement. All such proposed variations or additions (whether submitted by either party) are objected to and deemed material unless agreed to in writing. Your employees, contractors, and clients are not intended to be third party beneficiaries of this Agreement. If any provision of this Agreement is held to be unenforceable, this Agreement shall be construed without such provision. The failure by a party to exercise any right hereunder shall not operate as a waiver of such party's right to exercise such right or any other right in the future. The parties agree that this Agreement may be signed electronically via check box, an "I accept" button, or other means clearly indicating acceptance of terms.

HIPAA BUSINESS ASSOCIATE AGREEMENT

This Agreement addresses the HIPAA requirements with respect to "business associates," as defined under the privacy, security, breach notification, and enforcement rules at 45 C.F.R. Part 160 and Part 164 ("HIPAA Rules"). A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

This Agreement is intended to ensure that Business Associate will establish and implement appropriate safeguards for Covered Entity's Protected Health Information ("PHI") (as defined in the HIPAA Rules) that Business Associate may receive, create, maintain, use, or disclose in connections with the functions, activities, and services that Business Associate performs for Covered Entity. The functions, activities, and services that Business Associate performs for Covered Entity are defined in the Taxport ACA SaaS Subscription Agreement, by and between Business Associate and Covered Entity ("the Underlying Agreement"). This Agreement is incorporated into and is made a part of the Underlying Agreement. In the event of a conflict between this Agreement and the Underlying Agreement, the terms and conditions of this Agreement shall control.

AGREEMENT

1. **DEFINITIONS.** Unless otherwise defined in this Agreement, capitalized terms shall have the same meanings as set forth in HIPAA, as applicable.

1.1 **Breach.** For purposes of Section 2.4 of this Agreement only, "Breach" shall have the meaning set forth in §164.402 (including all of its subsections) of HIPAA; with respect to all other uses of the word "breach" in this Agreement, the word "breach" shall have its ordinary contract meaning.

1.2 **Individual.** "Individual" shall have the same meaning as the term "individual" in §160.103 of HIPAA and shall include a person who qualifies as a personal representative in accordance with §164.502(g) of HIPAA.

1.3 **Protected Health Information.** "Protected Health Information" (or "PHI") shall have the same meaning as the term "protected health information" in §160.103 of HIPAA, limited to the information that Business Associate creates, receives, maintains and/or transmits on behalf of, Company.

1.4 **Secretary.** "Secretary" means the Secretary of the Department of Health and Human Services or his/her designee.

2. **GENERAL OBLIGATIONS OF BUSINESS ASSOCIATE.**

2.1 Business Associate agrees not to use or disclose PHI, other than as permitted or required by this Agreement, the Underlying Agreement, or as required by law, or if such use or disclosure does not otherwise cause a Breach of Unsecured PHI.

2.2 Business Associate shall use or disclose PHI only:

(a) As permitted or required by this Agreement and the Underlying Agreement to perform functions, activities, or services for, or on behalf of, Covered Entity, provided such use or disclosure would not violate Subpart E of 45 C.F.R. Part 164 or any applicable state law if done by Covered Entity, except for the specific uses and disclosures set forth below in this Section 2.2(b), (c), and (e); or

(b) Business Associate may disclose PHI if such disclosure is necessary for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and be used or further disclosed only as required by law or for the purpose for which it was disclosed to such person, and the person agrees to notify Business Associate of any instances in which it is aware in which the confidentiality of the information has been breached; or

(c) As required by law, provided to the extent permitted by law, upon receipt of subpoena requesting PHI, inform Covered Entity of such subpoena and afford Covered Entity with an opportunity to move to quash such subpoena before disclosing such PHI; or

(d) If requested by Covered Entity in writing, Business Associate may use PHI to provide Data Aggregation services to Company as permitted by 45 C.F.R. 164.504(e)(2)(i)(B) of HIPAA; or

(e) Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. 164.502(j)(1) of HIPAA.

2.3 Subject to Business Associate's limitation of liability in the Underlying Agreement, Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate as a result of a use or disclosure of PHI by Business Associate in violation of this Agreement's requirements or that would otherwise cause a Breach of Unsecured PHI.

2.4 Business Associate agrees to the following breach notification requirements:

(a) Business Associate agrees to report to Covered Entity any Breach of Unsecured PHI not provided for by the Agreement of which it becomes aware within thirty (30) calendar days of discovery. Such notice shall include the identification of each individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been accessed, acquired, or disclosed in connection with such Breach. Additionally, Business Associate shall provide any additional information reasonably requested by Covered Entity for purposes of investigating the Breach and any other available information that Covered Entity is required to include to the individual under 45 C.F.R. 164.404(c)

at the time of notification or promptly thereafter as information becomes delayed. Business Associate's notification of a Breach of Unsecured PHI under this section shall comply in all respects with the HIPAA Rules and related guidance issued by the Secretary or the delegate of the Secretary from time to time.

(b) Business Associate agrees to provide notification of any Breach of Unsecured PHI of which it becomes aware, as required under 45 C.F.R. 164.410, and any Security Incident of which it becomes aware, in violation of this Agreement to individuals, the media, the Secretary, and/or any other parties as required under the HIPAA Rules.

(c) In the event of Business Associate's use or disclosure of Unsecured PHI in violation of HIPAA, Business Associate bears the burden of demonstrating that notice as required under this Section 2.4 was made, including evidence demonstrating the necessity of any delay, or that the use or disclosure did not constitute a Breach of Unsecured PHI.

2.5 Business Associate agrees, in accordance with 45 C.F.R. 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, to require that any Subcontractors that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to, in all material aspects, similar restrictions, conditions, and requirements that apply to the Business Associate with respect to such information.

2.6 Business Associate agrees to account for the following disclosures:

(a) Business Associate agrees to maintain and document disclosures of PHI and Breaches of Unsecured PHI and any information relating to the disclosure of PHI and Breach of Unsecured PHI in a manner as would be required for Covered Entity to respond to a request by an individual or the Secretary for an accounting of PHI disclosures and Breaches of Unsecured PHI.

(b) Business Associate agrees to provide to Covered Entity information collected in accordance with this Section 2.6 to permit Covered Entity to respond to a request by an individual or the Secretary for an accounting of PHI disclosures and Breaches of Unsecured PHI.

3. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE.

3.1 Business Associate agrees to receive, create, use, or disclose PHI only in a manner that is consistent with this Agreement and only in connection with providing services to Covered Entity, provided that the use or disclosure would not violate the Privacy Rule, including 45 C.F.R. 164.504(e), if the use or disclosure would be done by Covered Entity.

3.2 Business Associate may use or disclose PHI as required by law.

3.3 Business Associate may not use or disclose PHI in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by the Covered Entity.

4. OBLIGATIONS OF COVERED ENTITY.

4.1 Covered Entity shall:

(a) Provide Business Associate with the Notice of Privacy Practices that Covered Entity produces in accordance with the Privacy Rule, and any changes or limitations to such notice under 45 C.F.R. 164.520, to the extent such changes or limitations may affect Business Associate's use or disclosure of PHI.

(b) Notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 C.F.R. 164.522, to the extent such restriction may affect Business Associate's use or disclosure of PHI under this Agreement.

(c) Notify Business Associate of any changes in or revocation of permission by an individual to use or disclose PHI, if such change or revocation may affect Business Associate's permitted or required uses and disclosures of PHI under this Agreement.

4.2 Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy and Security Rule if done by Covered Entity.

5. **NOTIFICATIONS.** Business Associate shall report to Covered Entity any use or disclosure of PHI not provided for by this Agreement of which it becomes aware as follows:

5.1 In the event of a Security Incident, Business Associate shall notify Covered Entity in writing within thirty (30) business days after Business Associate becomes aware of such Security Incident.

5.1 Business Associate shall establish reasonable systems to detect Breaches of Unsecured PHI and to provide appropriate training to its workforce regarding Business Associate's policies and procedures pertaining to use and disclosure of PHI and the detection and reporting of Breaches of Unsecured PHI. In the event of an unauthorized disclosure of PHI or following Business Associate's discovery of a Breach of Unsecured PHI, Business Associate shall notify Covered Entity in writing within thirty (30) business days of discovery of the Breach.

6. RECORDKEEPING AND ACCESS REQUIREMENTS.

6.1 Business Associate will, upon Covered Entity's written request and in a commercially reasonable period of time, make available to Covered Entity to the individual for inspection that is contained in a Designated Record Set, so that Covered Entity may meet its access obligations under 45 C.F.R. 164.524. Business Associate shall make such information available in an electronic format.

6.2 Upon Covered Entity's written request, Business Associate will promptly amend or permit Covered Entity access to amend any portion of the PHI which is contained in a Designated Record Set, so that Covered Entity may meet its

amendment obligations under 45 C.F.R. 164.526.

7. **INDEMNIFICATION.** The parties agree and acknowledge that the indemnification obligations contained in the Underlying Agreement shall govern each party's performance under this Agreement.

8. **TERM AND TERMINATION.**

8.1 This Agreement shall be in effect as of the Effective Date and shall terminate upon the earlier of (i) termination of the Underlying Agreement; or (ii) termination of this Agreement as provided for by Section 8.2 below provided that Business Associate is no longer receiving or in possession of PHI provided by Covered Entity.

8.2 In the event of either party's material breach of this Agreement, the non-breaching party may terminate this Agreement upon thirty (30) days prior written notice to the breaching party in the event the breaching party does not cure such breach within such thirty (30) day period. In the event the breaching party cures such breach after the thirty (30) day period and the non-breaching party has not terminated the Agreement, the right to terminate shall be relinquished. In the event that cure of a breach is not reasonably possible, the non-breaching party may immediately terminate this Agreement.

8.3 Upon termination of this Agreement for any reason or any time after thirty (30) business days of completion of the Services for which PHI is used, the parties agree that Business Associate shall return to Covered Entity, (or, if agreed to by Covered Entity, destroy) all PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that the Business Associate still maintains. Notwithstanding the foregoing, Business Associate shall retain that PHI in the event that it is impractical to return or destroy, or that is necessary to continue its proper management, administrative, and archival functions, or to carry out its legal responsibilities.

9. **MISCELLANEOUS.**

9.1 The parties agree to, as necessary, take such action to amend this Agreement to comply with the requirements of the HIPAA Rules or any other applicable law.

9.2 Business Associate acknowledges and agrees that neither it, nor its agents or subcontractors, shall assert any ownership claims relating to any and all PHI obtained or created by Business Associate, its agents, or its subcontractors, on behalf of Covered Entity.

9.4 Except to the extent preempted by federal law, this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

9.5 This Agreement constitutes the entire Agreement between the parties related to the subject matter. This Agreement supersedes all prior negotiations, discussions, representations, or proposals, whether oral or written. This Agreement may not be modified unless done so in writing and signed by a duly authorized representative of both parties. If any provision of this Agreement is found to be invalid, the remaining provisions shall remain in effect.

9.6 This Agreement shall be binding on the successors and assigns of the Covered Entity and the Business Associate.

9.7 Nothing in this Agreement is intended, nor shall be deemed, to confer any benefits on any third party.

9.8 This Agreement may be amended only by a written document executed by a duly authorized representative of each of the parties. The parties agree that this Agreement may be signed electronically via check box, an "I accept" button, or other means clearly indicating acceptance of terms.