

TERMS AND CONDITIONS FOR 1095-C PRINTING AND DISTRIBUTION SERVICES

Effective Date: October 1, 2021

Your online purchase of PlanSource’s 1095-C Printing and Distribution Services (the “Services”) is subject to the terms and conditions (“Terms”) set forth below with respect to PlanSource printing and mailing Form 1095-C employee copies (“Forms”) generated by your use of PlanSource’s ACA software solution (the “Platform”). If there is a conflict between these Terms and any separate agreement you’ve entered into with PlanSource for the Services (or any other PlanSource products and services), these Terms shall prevail with respect to the Services.

THESE TERMS, WITHOUT WAIVING OR OTHERWISE RELEASING ANY RIGHT OR OBLIGATION UNDER ANY PRIOR AGREEMENT OR SIMILAR DOCUMENT OR AGREEMENT OF PLANSOURCE, HEREBY AMENDS AND RESTATES ANY SUCH PRIOR AGREEMENT AS OF THE EFFECTIVE DATE ABOVE. BY CLICKING "I AGREE TO THE TERMS AND CONDITIONS", OR IN ANY OTHER WAY ACCESSING OR USING THE SERVICES, YOU ARE CONSENTING TO THE TERMS AND CONDITIONS HEREIN. IF YOU ARE ENTERING INTO THESE TERMS ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS. IF YOU DO NOT AGREE WITH THESE TERMS, OR DO NOT HAVE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS, DO NOT CLICK "I AGREE TO THE TERMS AND CONDITIONS" OR OTHERWISE ACCESS THE SERVICES.

The Services are purchased on an annual subscription basis. Upon accepting these Terms, you will be automatically opted-in for autorenewal of the Services annually on Oct 1st unless you opt-out of the Services by submitting a request to opt-out via email at Service@plansource.com. To avoid being charged for any tax year, opt-out should be requested by September 24th by sending an email to Service@plansource.com.

These Terms are in effect upon accepting them or otherwise accessing or using the Services. Once accepted, these Terms remain in effect until you cancel your subscription. These terms and conditions may change from time to time, at PlanSource’s sole discretion. Please review these Terms periodically for modifications or updates. If you use the Services after PlanSource posts any modifications or updates to these Terms, you will be deemed as having accepted them. If you do not agree to any modified or updated Terms, you should discontinue your use of the Services, and this will be your sole and exclusive remedy. If there is a conflict between these Terms and the most current version of this Terms posted on the PlanSource website or otherwise provided to you, the most current version will prevail. You may request a paper copy of this Agreement at Service@plansource.com.

PlanSource Responsibilities	Client Responsibilities
<ol style="list-style-type: none"> 1. Configure and print Forms according to data you submit on the Platform. 2. Mail Forms via first class mail to the address presented on the Form. 3. Ensure that each Form is postmarked on or before the IRS postmark deadline; provided that you have completed the necessary steps to approve Forms and pay any outstanding invoices by the communicated deadline. 4. Upon receiving an email from you notifying us of any IRS filing extension(s), (Client Responsibilities #3), correct Forms and if necessary, update transmission date in the Platform (additional fees may apply). 5. Upon receiving an email from you notifying us of any errors (Client Responsibilities #4), accommodate corrections and reprints (additional fees may apply). 	<ol style="list-style-type: none"> 1. Accept these terms and conditions and provide payment. PlanSource will not provide the Services until it has received payment in full. 2. Complete and approve its required employee data in the Platform by the communicated deadline. PlanSource is not liable for printing incorrect forms after you have provided approval through the Platform. 3. Notify PlanSource immediately via email at Service@plansource.com of any IRS filing extension(s). The subject line of email notification should read: FULFILLMENT FILING EXTENSION. 4. Notify PlanSource immediately via email at Service@plansource.com of any errors in Forms that require correction and reprint. The subject line of email notification should read: FULFILLMENT CORRECTIONS/REPRINTS.

PlanSource configures and updates Forms according to the data you submit in the Platform. You understand that in order for PlanSource to provide the Services, you (or your designee) must provide PlanSource with accurate and timely information, as described herein or otherwise in writing. You further understand that PlanSource relies fully on the accuracy and completeness of the information submitted by you (or your designee), and that PlanSource shall have no duty or responsibility to audit or otherwise verify such information. PlanSource shall not be liable for any damages or losses resulting from your (or you designee’s) failure to provide accurate and timely information to PlanSource. You understand that you are also solely responsible for the accuracy and review of any Forms created or resulting from the use of data provided by you (or your designee).

Notwithstanding any provision herein, you understand and acknowledge that: (i) you shall retain all liability and responsibility under applicable federal and state law, including without limitation, liability under Code Sections 4980H, 6055 and 6056; and (ii) PlanSource does not, by virtue of these Terms or by providing the Services, assume any responsibility or liability for any obligations which by law must remain with you in your capacity as an “applicable large employer” (as that term is defined under Code Section 4980H).

All information PlanSource may provide to you related to the Services is general information designed to provide guidance in relation to the Services but is not all encompassing or customized for any particular client or employee situation. PlanSource is not a law firm and is not rendering legal, tax, accounting, or investment advice in connection with the Services, nor will PlanSource be deemed a fiduciary of yours or your employees. To ensure compliance with the requirements imposed by Affordable Care Act (ACA), PlanSource encourages you to consult with your legal or tax counsel for advice specific to your particular situation.

PLANSOURCE DOES NOT MAKE ANY REPRESENTATIONS OR PROVIDE ANY WARRANTIES RELATED TO THE SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING SUITABILITY AND ACCURACY. THE SERVICES INCLUDES DEPOSITING THE FORMS IN POSTAGE PAID ENVELOPES INTO THE U.S. MAIL. PLANSOURCE DOES NOT GUARANTEE THAT THE U.S. POSTAL SERVICES WILL PROPERLY DELIVER ALL OF THE FORMS.

PLANSOURCE AND ITS AFFILIATES, SUCCESSORS AND ASSIGNS, AND EACH OF THEIR RESPECTIVE OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS, SHALL NOT BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO GOVERNMENT FINES OR PENALTIES, ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF THE SERVICES UNDER ANY THEORY OF LAW. DEPENDING ON WHERE YOU ARE LOCATED, SOME OR ALL OF THESE DISCLAIMERS MAY NOT APPLY TO YOU. HOWEVER, IN NO EVENT WILL PLANSOURCE’S TOTAL LIABILITY EXCEED THE AMOUNT YOU HAVE PAID PLANSOURCE FOR THE SERVICES HEREUNDER.

PlanSource will charge you for the Services and related costs in accordance with the pricing below. PlanSource will send you an initial invoice reflecting the estimated number of Forms printed and mailed which will serve as your minimum service fee. PlanSource will send additional invoices reflecting the actual number of Forms printed and mailed including any surcharges as well as the corresponding postage paid and any tax that may be assessed on the Services and mailing. All fees for the Services are non-refundable and must be paid prior to Services being rendered. PlanSource will not issue any refunds for withdrawn data files, missed deadlines, or termination of the Services for any reason whatsoever.

Services	First Bill Month	Setup Fee	Service Fee
ACA Fulfillment – Original forms ¹	Upon ordering Services and then October each year going forward ²	N/A	\$2.50 per form base charge ³ Approved forms between January 10 th and January 16 th additional \$0.25 surcharge (\$2.75 total) per form ⁴ Approve forms after January 17 th additional \$0.75 surcharge (\$3.25 total) per form ⁵
Forms Reprint / Form Corrections	Upon request for reprints/ corrections	N/A	\$2.50 per form and additional \$0.75 surcharge for Reprints
Out of Scope Service Fees ⁶			\$175 Per Hour

¹ First class mail postage is included. PlanSource reserves the right to modify the postage fees at any time as may be necessary to compensate for changes in local, state, or federal laws applicable to postage.

² Invoicing is based on the estimated number of Forms and true-up will occur upon Forms approval.

³ Forms approved by January 9th at 11:59 PM Eastern will be charged the base rate.

⁴ Forms approved between January 10th and January 16th at 11:59 PM Eastern will be charged the base rate and a surcharge per form for priority handling.

⁵ Forms approved on or after January 17th will be charged the base rate and a surcharge per form for expedited handling.

⁶ Fee applies to any services and/or additional resources not outlined in these Terms, determined based on scope of project. Additional fees may apply based on project complexity.