Included herein: Master Services Agreement (MSA) & Statement of Work (SOW) 1

MASTER SERVICES AGREEMENT

This MASTER SERVICES AGREEMENT ("MSA") is entered into effective as of the later of the dates set forth in the signature blocks below (the "Effective Date") by and between the customer identified in the signature block below (hereinafter "CUSTOMER") and ChannelBound, LLC (hereinafter "PROVIDER"). ChannelBound, LLC is the owner and operator of the ACAPrime service.

WHEREAS, the parties desire for PROVIDER to provide services to CUSTOMER with respect to CUSTOMER's obligations under the Patient Protection and Affordable Care Act ("ACA") to report certain information regarding health care coverage offered to employees to the Internal Revenue Service, to applicable State agencies, and to employees, under the terms set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Scope. This MSA is comprised of the general terms and conditions set forth herein (the "Terms and Conditions") and each properly executed Statement of Work ("SOW") to be attached hereto and incorporated by reference herein. PROVIDER shall provide certain services to CUSTOMER as specified in an SOW (the "Services"). Each time CUSTOMER engages PROVIDER to perform services, a new SOW shall be prepared specifying the scope of the services specific to that engagement. PROVIDER shall have the right, at all times, to perform similar services for other person(s) or business entities.

2. Term. The term of this MSA shall commence on the Effective Date and shall continue in full force and effect until terminated as set forth in Section 11 herein; provided, however, that notwithstanding the foregoing, the term of this Agreement shall be extended for so long as the term of any SOW has not expired. The term of an SOW shall begin on the commencement date stated in that SOW and continue in effect for the agreed term stated in that SOW, unless earlier terminated as herein permitted.

3. Fees and Records. In consideration of Services performed, CUSTOMER agrees to pay PROVIDER in accordance with each SOW. Unless otherwise expressly set forth in any given SOW, CUSTOMER shall be responsible for actual out-of-pocket expenses (e.g., overnight charges, extensive reproduction costs) and travel costs incurred by PROVIDER in connection with its provision of the Services provided that such out-of-pocket expenses and travel costs are approved in advance in writing by CUSTOMER. CUSTOMER shall not be responsible for any sales taxes or other similar tax obligations in connection with its receipt of the Services from PROVIDER.

4. Invoicing and Payment. PROVIDER will deliver an invoice to CUSTOMER for fees and expenses annually, or as otherwise specified in the SOW. Payment of the undisputed amounts indicated on the invoice is due within thirty (30) days of CUSTOMER'S receipt of the invoice ("Due Date"). Undisputed amounts more than thirty (30) days past due may accrue interest at the lesser of 1.5% per month or the maximum lawful rate. Invoices are deemed accepted unless CUSTOMER disputes them in writing with

reasonable detail within ten (10) business days of the invoice date; undisputed portions remain due and payable. If any undisputed amount remains unpaid thirty (30) days after its Due Date, PROVIDER may, upon ten (10) business days' written notice, suspend performance of further services until payment is received, and PROVIDER is not responsible for the consequences of any suspension resulting from CUSTOMER's nonpayment. PROVIDER reserves the right to utilize third party collections agency or available legal means to pursue collection if any undisputed amount remains unpaid ninety (90) days after its Due Date. Charges for third party collections fees or legal fees involved with collecting an outstanding balance will be added to outstanding customer balance for any given SOW collected upon.

5. CUSTOMER Resources and Data. In addition to any responsibilities imposed on CUSTOMER as specifically set forth in an SOW, CUSTOMER agrees that PROVIDER shall have reasonable access to CUSTOMER's staff and resources as necessary to perform the Services pursuant to an SOW. In addition, CUSTOMER will provide to PROVIDER all data necessary to complete the Services specified in an SOW, in a format agreed to by both parties. In the performance of the Services, PROVIDER may rely upon, and will have no obligation to independently verify the accuracy, completeness, or authenticity of, any written instructions or information provided to PROVIDER by the CUSTOMER or its designated representatives and reasonably believed by PROVIDER to be genuine and authorized by the CUSTOMER. In addition, if PROVIDER receives inaccurate, incomplete, or improperly formatted information, any additional time and expense required to correct the information will be billed to CUSTOMER as additional Services.

6. Relationship of Parties.

a. PROVIDER is, and shall at all times remain, an independent contractor with respect to the CUSTOMER. PROVIDER and each of PROVIDER's employees, principals, and subcontractors shall not be deemed for any purpose to be CUSTOMER's employees; and they shall not be entitled to any claims, rights, benefits and privileges to which an employee of CUSTOMER or any of its respective affiliates may be entitled under any retirement, pension, insurance, medical or other plans which may now be in effect or which may hereafter be adopted. CUSTOMER is not responsible to any governing body or to PROVIDER for paying or withholding payroll taxes and other employee expenses related to payments made to PROVIDER. Notwithstanding anything to the contrary, this MSA does not, and shall not be deemed to, constitute a partnership or joint venture between the parties and neither party nor any of their respective directors, officers, employees or agents shall, by virtue of the performance of their obligations under this MSA, be deemed to be an agent or employee of the other. No party has the authority to bind another party except to the extent approved in writing by the party to be bound.

b. Notwithstanding any provision in this MSA to the contrary, the CUSTOMER agrees and acknowledges that (i) this MSA, any SOW executed pursuant to this MSA or the performance by the PROVIDER hereunder are not intended in any way to impose on PROVIDER or any of its affiliates a fiduciary status under the Employee Retirement Income Security Act of 1974, as amended ("ERISA") or any other applicable law; and (ii) this MSA does not provide PROVIDER, and the CUSTOMER will not cause or permit PROVIDER to assume, without prior written consent of PROVIDER, any (A) discretionary authority or discretionary control respecting management of any "employee benefit plan" within the meaning of Section 3(3) of ERISA (an "ERISA Plan"), (B) authority or control respecting management or disposition of the assets of any ERISA Plan, or (C) discretionary authority or discretionary responsibility in the administration of any ERISA Plan.

c. The CUSTOMER acknowledges and agrees that the Services do not and shall not constitute the practice of law, accountancy or any other profession by the PROVIDER and that the PROVIDER has recommended to CUSTOMER that all work performed by PROVIDER be reviewed by CUSTOMER's independent tax and legal counsel. All compliance assistance work performed by PROVIDER will relate to compliance with federal laws imposing obligations on CUSTOMER under the ACA. The parties agree that PROVIDER will not consider any State laws or regulations unless specifically set forth in a SOW. Finally, any Federal tax information provided in writing pursuant to this MSA is not intended or written, and cannot be used, for the purpose of (i) avoiding penalties imposed by the Internal Revenue Code, or (ii) promoting, marketing, or recommending to another party any transaction or matter that is contained in our written work products. PROVIDER shall rely upon information provided by CUSTOMER and will not have a duty to verify accuracy of such information.

7. Intellectual Property.

a. Any patented or otherwise legally protectable invention, process, discovery, technique, know-how, proprietary method or copyrightable expression (1) belonging to and used by PROVIDER or its contractors for the benefit of CUSTOMER in connection with this Agreement, or (2) made or developed by PROVIDER during the course of providing the Services hereunder, shall remain and be the property of PROVIDER. However, PROVIDER shall not receive any royalty related to the use of such invention in providing the Services to CUSTOMER.

b. All documents produced by PROVIDER in any form, including the electronic versions thereof are deliverables ("Deliverables"). Provided it does not include any of CUSTOMER'S Confidential Information, the copyright and other intellectual property rights in all documents and expressions (including without limitation any memoranda, spreadsheets, drawings, maps or computer programs) prepared or compiled by PROVIDER hereunder shall remain vested in PROVIDER; however, CUSTOMER shall have a free, irrevocable, non-transferable license to use such of those documents as are supplied hereunder for those purposes specified in and subject to the terms of the SOW and for CUSTOMER's business use only. Without limiting the foregoing and subject to Paragraph 8 below, CUSTOMER shall not provide such Deliverables to any unaffiliated third person without the written consent of the PROVIDER. Any liability arising out of use of Deliverables by CUSTOMER for purposes other than for which they were created shall be the responsibility of CUSTOMER.

8. Confidential Information. In connection with the Services, each party will have access to confidential information including, but not limited to trade secrets, data, business plans, customer information, marketing information, financial matters, and other non-public information which are made available by the other party or the other party's customers (collectively, "Confidential Information"). Each party shall protect Confidential Information in the same manner as it protects its own Confidential Information of like kind, but in no event less than a reasonable degree of care. The receiving party will only use the Confidential Information to exercise its rights or carry out its obligations under this MSA. The receiving party will restrict access to Confidential Information to only its employees or consultants who require such access in the course of their assigned duties and responsibilities and who have been informed of the receiving party's obligations of confidence and have agreed in writing to preserve the confidentiality of such information under terms and conditions no less restrictive than those set forth herein. PROVIDER may also disclose Confidential Information to the ordinary-course

service providers described in Section 13(c) to the extent necessary to perform or support the Services, provided such providers are bound by confidentiality obligations consistent with this Section. In the event that any Confidential Information is required to be disclosed pursuant to any law, code or regulation, if permitted by law, the receiving party will give the disclosing party immediate notice thereof and will use its best efforts to seek or to cooperate with the disclosing party in seeking a protective order with respect thereto.

Without limiting the foregoing, PROVIDER's Confidential Information includes any third-party audit, examination, attestation, or assessment reports, certifications, questionnaires, policies, and related documentation furnished by PROVIDER or its representatives. CUSTOMER may use such materials solely for its internal evaluation of PROVIDER and shall not disclose, distribute, or reproduce them outside CUSTOMER's organization without PROVIDER's prior written consent.

Subject to applicable law and the records retention policies of the CUSTOMER, upon the written request of either party, the other party shall promptly return to the requesting party all of its Confidential Information (including all copies thereof) and shall destroy any copies, extracts, or other reproductions, in whole or in part, of any such Confidential Information, with such destruction confirmed to the other party in writing.

9. Performance of Services.

a. PROVIDER shall, subject to the provisions of this MSA, including without limitation the obligations of the CUSTOMER to provide accurate information and to pay the PROVIDER's compensation hereunder, and upon receipt of all data, information, approvals, site access or other information or assistance to be provided by CUSTOMER, carry out and complete the Services specifically agreed upon in this MSA and in any SOW.

b. PROVIDER has the full power and authority to enter into and perform this MSA.

c. PROVIDER agrees that the Services will be performed in a professional and timely manner in accordance with accepted industry standards.

10. Compliance.

The parties agree that their respective actions pursuant to the terms of this MSA shall be in full compliance with all applicable laws.

11. Termination.

a. Either party may terminate this Agreement with or without cause, by written notice to the other, such termination to become effective upon receipt of such notice. Any performance outstanding for the Applicable Reporting Year(s), shall be completed by the PROVIDER, provided that CUSTOMER has paid all undisputed amounts then due and continues to provide the data, approvals, and cooperation required for performance, and subject to PROVIDER's rights under Section 4, and any payments

outstanding for such services performed shall be paid upon completion of the work and PROVIDER's submission of a final invoice to CUSTOMER.

b. Except for termination of this MSA for PROVIDER's breach of any material term or condition of this MSA or any SOW, such termination shall not relieve CUSTOMER of the payment of any and all undisputed amounts owing to PROVIDER under this MSA through the date of termination.

12. Disputes, Limitation of Liability and Indemnification.

a. Dispute Resolution. In the event of a dispute, each party agrees to inform the other party of such dispute and the parties agree to make a good faith attempt to reach a mutually acceptable resolution. If unresolved, the dispute shall be settled by binding arbitration before a single arbitrator under the American Arbitration Association's Commercial Arbitration Rules, with judgment on the award enforceable in any court of competent jurisdiction. The prevailing party is entitled to recover its reasonable attorneys' fees and costs. Either party may seek injunctive relief in court to prevent irreparable harm related to a breach of Section 7 or Section 8, without waiving its obligation to arbitrate the underlying dispute. EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL OR TO PARTICIPATE IN A CLASS ACTION.

b. Indemnification. CUSTOMER shall defend, indemnify and hold PROVIDER and its officers, directors, stockholders, employees and agents harmless from and against any and all third-party claims, losses, judgments, damages, expenses and liabilities (including reasonable attorneys' fees) incurred by any of them in connection with, by reason of, or arising out of (i) any material breach by CUSTOMER of its obligations under this Agreement, or (ii) data, information, or instructions provided by CUSTOMER or its designated representatives that PROVIDER reasonably relied upon in performing the Services. PROVIDER agrees to notify CUSTOMER promptly of any such claim (provided that the failure to provide prompt notice shall only limit PROVIDER's rights hereunder to the extent that it prejudices CUSTOMER's defense) and grants CUSTOMER the sole right to control the defense and disposition of all such claims. PROVIDER shall provide CUSTOMER with reasonable cooperation and assistance, at CUSTOMER's expense, in the defense of any such claim.

PROVIDER shall defend, indemnify, and hold CUSTOMER, its subsidiaries, affiliates and their officers, directors, stockholders, employees and agents harmless from any and all claims, losses, judgments, damages, expenses and liabilities (including reasonable attorneys' fees) incurred by any of them in connection with, by reason of, or arising out of: (i) any claim or action that alleges that the PROVIDER's Services (or any portion thereof) infringes a patent, copyright, misappropriates a trade secret or otherwise violates any proprietary right of a third party, (ii) any material breach by PROVIDER of its obligations, representations, or warranties in this Agreement, and (iii) a Data Breach. CUSTOMER agrees to notify PROVIDER promptly of any such claim (provided that the failure to provide prompt notice shall only limit CUSTOMER's rights hereunder to the extent that it materially prejudices PROVIDER's defense) and grants PROVIDER the right to control the defense and disposition of all such claims; provided that CUSTOMER's consent shall be required in the event of any proposed settlement, which consent shall not be unreasonably withheld, conditioned, or delayed. CUSTOMER shall provide PROVIDER with reasonable cooperation and assistance, at PROVIDER's sole expense, in the defense of any such claim.

c. Disclaimer. OTHER THAN AS PROVIDED HEREIN NO OTHER WARRANTY, EXPRESS OR IMPLIED, IS MADE OR INTENDED RELATED TO THE SERVICES PROVIDED.

d. Limit of Liability. IN RECOGNITION OF THE RELATIVE RISKS RELATED TO THE SERVICES PROVIDED AND THE CONSIDERATION TO BE RECEIVED BY THE PROVIDER FOR SUCH SERVICES, TO THE FULLEST EXTENT PERMISSIBLE BY LAW AND UNLESS OTHERWISE AMENDED BY LAW, PROVIDER'S MAXIMUM LIABILITY FOR ANY AND ALL CLAIMS UNDER ANY THEORY FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY OF THE SERVICES PROVIDED TO CUSTOMER PURSUANT TO THIS AGREEMENT SHALL NOT EXCEED THE GREATER OF i) $250,000 OR ii) THE AMOUNT OF FEES ACTUALLY PAID TO PROVIDER BY CUSTOMER IN THE TWELVE (12) MONTH PERIOD PRIOR TO THE DATE OF LOSS. Nothing contained in this Section 12d shall limit the right of the CUSTOMER to receive proceeds from an insurance claim pursuant to the coverage described in Section 13 below.

WITH THE EXCEPTION OF DAMAGES DUE TO A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES UNDER OR IN CONNECTION WITH THIS AGREEMENT. Notwithstanding anything to the contrary, the limitation of liability above shall not apply to either party's obligations pursuant to Sections 8 and 12(b) of this Agreement; provided, however, that PROVIDER's aggregate liability arising out of Section 8, a Data Breach, or its indemnification obligations shall not exceed the greater of the limits of PROVIDER's applicable insurance coverage or $5,000,000.

13. Miscellaneous.

a. Notices. Any notice or other communication required or permitted under this Agreement shall be in writing and sent by email to the email addresses specified herein. Notices shall be deemed given one (1) business day after being sent, provided no delivery failure notification is received. Either party may update its notice email address by notice given under this Section.

If to CUSTOMER: To the email address specified in the signature panel of this document or as communicated at a later date as needed by CUSTOMER.

If to PROVIDER: legalnotice@channelbound.com

b. Entire Agreement; Amendment. This MSA and each properly executed SOW supersede all prior agreements, arrangements and undertakings between the parties and constitutes the entire agreement between the parties relating to the subject matter hereof. This MSA may not be amended except by written instrument executed by both parties. In the event of a conflict between the terms of any given SOW and this MSA, the terms of this MSA shall control, unless such SOW expressly states that it is amending the terms of the MSA with respect to such SOW. No security questionnaire, vendor form, policy, purchase-order term, or other CUSTOMER document or external standard is incorporated into this Agreement unless expressly accepted in a writing signed by PROVIDER. The invalidity or unenforceability of any provision of this MSA shall in no way affect the validity or enforceability of any other provision of this MSA.

c. Assignment and Sub-Contracting. PROVIDER may sub-contract the Services hereunder with CUSTOMER'S prior written consent. PROVIDER may also, for the benefit of CUSTOMER and with CUSTOMER'S prior written consent, retain any necessary independent third-party actuarial experts, in

connection with performance of the Services hereunder. CUSTOMER may not assign the Services or any other rights hereunder or under a SOW without PROVIDER's written consent. Notwithstanding the foregoing, CUSTOMER's prior written consent is not required for PROVIDER's use of third-party technology platforms, file-sharing providers, hosting providers, print and mail vendors, electronic delivery vendors, transmission vendors, mailing or courier vendors, payment processors, professional advisors, and other ordinary-course service providers used to perform or support the Services, provided PROVIDER remains responsible for the Services as expressly set forth in this Agreement.

d. Force Majeure. If either party is prevented from performing any of its duties and obligations hereunder in a timely manner by reason of any act of God, strike, labor dispute, flood, public disaster, widespread power failures, IRS or state agency system or portal outages (including the IRS AIR system), changes to governmental schemas or transmission requirements, governmental processing delays, third-party vendor delays, or any other reason beyond its reasonable control, such condition shall be deemed to be a valid excuse for delay of performance or for nonperformance of any such duty or obligation for the period during which such conditions exist. CUSTOMER's obligation to pay for services performed before or during such condition is not excused by this Section.

e. No Waiver. The waiver of any breach or failure of a term or condition of this MSA by any party shall not be construed as a waiver of any subsequent breach or failure of the same term or condition, or a waiver of any other breach or failure of a term or condition of this MSA.

f. Governing Law. This MSA and all SOWs shall be governed by, and construed in accordance with, the laws of the State where the CUSTOMER has its primary headquarters. Any action permitted to be brought in a court of law under this MSA, including for injunctive relief under Section 12(a), shall be brought exclusively in the state or federal courts located in that State, and each party consents to the personal jurisdiction of such courts for that purpose.

g. Counterparts. This MSA and any SOW may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same agreement. The parties may utilize electronic means (including facsimile) to execute and transmit this MSA and SOWs and all such electronically executed and/or transmitted copies shall be deemed as valid as originals.

h. Severability. If any term of this MSA or a SOW is held invalid or unenforceable for any reason, the parties agree that such invalidity will not affect the validity of the remaining provisions of this Agreement, and further agree to substitute for the invalid provision a valid provision that most closely approximates the intent and economic effect of the invalid provision.

i. Data Breach Notification. Subject to the limitations of liability in Section 12(d), in the event of an actual or suspected data breach which compromises or has the possibility to compromise any of CUSTOMER's Confidential Information (any such data breach or unauthorized disclosure may be referred to collectively as a "Data Breach"), PROVIDER shall notify CUSTOMER promptly upon discovery of any actual or suspected Data Breach. PROVIDER shall fully cooperate (at its sole expense) in any investigations associated with an actual or suspected Data Breach. To the extent required by applicable law, rule, or regulation, PROVIDER shall pay, at its sole expense and to the extent the Data Breach was caused by PROVIDER, the entire cost of any and all investigations, confirmations, and notices to consumers, government entities, all nationwide consumer credit reporting agencies, and any other entity or applicable authority. Prior to mailing, all notices shall require the prior approval of CUSTOMER

(in its sole discretion). Further, to the extent required by applicable law, rule, or regulation, PROVIDER shall (at its sole expense) obtain credit monitoring services for all potentially impacted or affected consumers. The obligations of PROVIDER in this Section 13i shall apply regardless of the number of consumers impacted or possibly affected by any actual or suspected Data Breach.

j. Insurance. PROVIDER shall maintain at all times during the term of this Agreement, at its sole expense, appropriate insurance to cover damages arising under this Agreement. PROVIDER shall maintain not less than $5,000,000 in aggregate Errors & Omissions and cyber liability coverage during the term of this Agreement.

k. Survival. Each party's obligations under this Agreement, which by their nature would continue beyond the termination, cancellation or expiration of this Agreement, shall survive termination, cancellation or expiration of this Agreement; this includes, but is not limited to, Sections 7, 8, 10, 11, 12, and 13.

l. Third Party Beneficiaries. PROVIDER acknowledges that all Services provided pursuant to this Agreement may be for the benefit of CUSTOMER and/or CUSTOMER'S subsidiaries. Except as expressly provided to the contrary in this Agreement, no other third party is intended to be, and no other third party shall be deemed to be, a beneficiary of this Agreement.

Signature and Acceptance Page is placed in the last page of this document.

Statement of Work (SOW 1) - ACA Compliance Services

A. SERVICES SPECIFICATION

PROVIDER: ACAPrime

ChannelBound LLC is the owner and operator of the ACAPrime service.

Pricing for Federal ACA Reporting:

ACA Reporting Pricing

For PROVIDER to deliver end-to-end ACA Reporting Services and Filing Support for a given employer or aggregated group as defined under ACA regulations, the pricing will be by year:

ACA WHITE GLOVE REPORTING (per Applicable Reporting Year)	Fee
Base Fee - White Glove	$1,250
Per EIN	$150
Per 1095-C Form (up to 500 forms)	$4.97
Per 1095-C Form (501st form and beyond)	$3.97

OPTIONAL SERVICES - may be added at any time	Fee
Print & Mail of Recipient Forms (Exhibit 2)	$1.99 per form
Electronic Delivery of Recipient Forms (Exhibit 3)	$100 base + $0.50 per form

Note: Print & mail and electronic delivery do not need to be elected at signing; either service is billed only if CUSTOMER requests it at the time of form approval.

Aggregated Groups and Related Entities: Where CUSTOMER is part of a controlled or affiliated group of employers (for example, entities sharing common ownership and reported together under a single controlled group for ACA purposes), CUSTOMER may engage PROVIDER on behalf of itself and its related entities under this SOW. The signing entity represents that it is authorized to bind those related entities, per-EIN fees apply to each employer identification number in the group, and CUSTOMER remains responsible for all fees for the group. All such related entities are treated as CUSTOMER under this SOW and the MSA. Entities for which CUSTOMER or its representatives submit data or request services are likewise treated as related entities under this SOW. CUSTOMER will provide each included entity's legal name and EIN at intake and is responsible for any omissions, errors, or late additions.

Note: Massachusetts state level reporting services, if agreed to, incur an additional $499 upcharge. Details are noted below in Exhibit 4.

Payment Due

For Federal ACA Reporting, payment is due upon approval of forms for distribution to employees and filing.

Deemed Acceptance: If PROVIDER delivers completed forms to CUSTOMER for approval, has made reasonable attempts to contact CUSTOMER regarding that approval and CUSTOMER does not respond within fifteen (15) business days, the services will be deemed rendered and accepted for billing purposes, and PROVIDER may invoice for the services performed. In that circumstance, PROVIDER will have acted in good faith and performed substantially all of the services under this SOW, and CUSTOMER's non-response does not relieve CUSTOMER of its payment obligations. This provision applies independently of whether or when forms are filed.

PROVIDER may rely on data submissions, instructions, approvals, and non-responses from CUSTOMER's contacts of record, including any designated broker of record, and CUSTOMER is responsible for keeping its contact information current.

Effect of Termination: Termination of this SOW or the MSA does not relieve CUSTOMER of its obligation to pay fees for services performed through the effective date of termination.

Fees for each Applicable Reporting Year are invoiced in arrears based on actual form and EIN counts.

Pricing Confirmation: The fees in this Section A are based on the information provided at intake. Upon examination of CUSTOMER's actual data and scope, PROVIDER reserves the right, in its sole discretion, to decline to proceed at the stated fees or to adjust the fees. PROVIDER will notify CUSTOMER of any such change before beginning the affected work, and CUSTOMER may accept the change or terminate this SOW as to the affected Applicable Reporting Year without further obligation other than fees for services already performed.

Out-of-Scope Work: Work outside the stated scope of this SOW, including rework or corrections caused by CUSTOMER data or instruction errors, is not included in the fees above and may be separately quoted. Corrections, rework, or changes requested after deemed acceptance or after Filing After Non-Response may be treated as Out-of-Scope Work to the extent caused by CUSTOMER data, instructions, non-response, late review, or requested changes.

Services Included

- **White Glove / Data Compilation:** Just give us all your data & spreadsheets and we do the rest, including Comprehensive Data Validation, Cleaning, Merging, QA, and ACA Coding by our ACA experts and system
- 1095C Form Generation (Mail Ready & Masked SSN & Unmasked Version)
- 1094C Consulting, Coding, and Generation
- Electronic Filing with the IRS and Streamlined Corrections Process
- Automated ACA Coding, Validation, and Configuration
- Easy-to-use Secure Cloud Drive for Data and File Sharing
- Email and Phone Support

- Annual Compliance Calendar: a client-specific calendar of federal and state ACA and related compliance deadlines for the year
- Complimentary mid-year compliance consultation (summer): plan design, headcount, and state-exposure review ahead of the filing season
- Individual U.S. State Reporting Included as applicable (Massachusetts at an additional fee - Exhibit 4)
- **Comprehensive Assistance, no additional charge, if there is ever any question from the IRS or 226-J Letter Received for Applicable Reporting Year**
- **Optional Add-On Services to White Glove service**
    - Printing and Mailing Forms to Employees (Optional - $1.99 per form)
    - Electronic Delivery of Recipient Forms (Optional - $100 base + $0.50 per form; secure email links or encrypted PDFs)
    - Comprehensive Tracking Solution available (optional - see Exhibit 1)

Guarantees

Penalty Reimbursement for Errors: If it is found that PROVIDER made an error in reporting or filing that caused a penalty, we will cover the cost of that penalty. Reimbursement under this guarantee is limited to $250,000 per Applicable Reporting Year, applies only where CUSTOMER timely provided accurate and complete data and timely forwarded all IRS correspondence, excludes interest and amounts attributable to CUSTOMER data errors, and is subject to Section 12(d) of the MSA. PROVIDER carries E&O Insurance just in case.

IRS Inquiry Help: If CUSTOMER receives a 226-J letter, 5699 letter, or similar IRS inquiry concerning a filing PROVIDER prepared under this SOW, PROVIDER will help CUSTOMER review the notice, analyze the IRS's position, and prepare CUSTOMER's response(s) — at no additional charge, specific to the 1094/1095 coding and filing performed by PROVIDER under this SOW. This assistance does not extend to disputes over underlying data, elections, or determinations supplied or made by CUSTOMER (such as affordability safe-harbor elections, ALE determinations, or offer-of-coverage eligibility), which remain CUSTOMER's responsibility under Section E.3 of this SOW; PROVIDER's assistance addresses whether the coding and filing correctly reflect the information and elections CUSTOMER provided. PROVIDER reserves the right to recommend CUSTOMER engage additional tax or legal counsel as needed; this assistance is technical reporting support and does not constitute legal or tax advice. Any assistance required beyond the 1094/1095 coding and filing performed by PROVIDER under this SOW — including matters requiring legal representation, formal appeal proceedings, disputes over CUSTOMER's underlying data, elections, or determinations, or any other IRS or state matter not specific to that service — may be separately quoted and billed as Out-of-Scope Work under Section A.

State Individual-Mandate Reporting: Individual state ACA reporting (including California, New Jersey, Rhode Island, and the District of Columbia) is included with PROVIDER’s federal White Glove reporting service at no additional charge for states with reporting obligations in effect at signing, based on each

employee's state of residence in the final 1095-C data. Massachusetts reporting (Form MA 1099-HC) is not included but is available upon CUSTOMER request at an additional fee as set forth in Exhibit 4.

PROVIDER reserves the right to separately price materially new or expanded state reporting regimes enacted after signing. Included state filings are prepared from CUSTOMER's final approved federal 1095-C data and submitted through then-available state filing processes; CUSTOMER is responsible for the accuracy of employee residence and plan funding information. If a jurisdiction requires CUSTOMER to file directly or requires additional CUSTOMER action, data, or registration, PROVIDER may provide reasonable technical assistance as part of the Services or, where outside the stated scope, as separately quoted Out-of-Scope Work.

Legislative Guarantee

In the unlikely event that the Affordable Care Act is no longer in effect, any money collected for services not rendered as of the applicable Affordable Care Act repeal date (as reasonably determined by PROVIDER) will be promptly refunded pro rata to CUSTOMER.

Delivery of Services and Scheduling

PROVIDER cannot guarantee adherence to any IRS or state-imposed deadlines for ACA compliance if the required data is not provided by CUSTOMER at least twenty (20) business days prior to the applicable due date.

Data Review and Responsibility: PROVIDER's data validation, cleaning, quality review, and ACA coding constitute technical review of the data, plan information, elections, and instructions supplied or approved by CUSTOMER. PROVIDER does not independently verify employment classifications, hours or eligibility determinations, affordability or safe-harbor selections, offer-of-coverage status, plan funding status, or controlled-group composition. CUSTOMER is responsible for reviewing and approving all final data and forms before filing or furnishing, including where services are deemed accepted or PROVIDER files after non-response under this SOW.

Timelines and target dates in this SOW are estimates and depend on timely receipt of complete CUSTOMER data, CUSTOMER approvals, and third-party performance.

Protective Extensions: At PROVIDER's discretion, taking into account applicable deadlines and the needs of the engagement, PROVIDER may file an extension of an applicable IRS filing deadline (electronically or by paper) on CUSTOMER's behalf and will notify CUSTOMER once it has been filed. This applies to current-year filings and to any prior-year or back filings performed under this SOW, which may be subject to separate deadlines. PROVIDER does this to protect CUSTOMER: a timely extension preserves the filing deadline at no cost to CUSTOMER and avoids automatic late-filing penalties when data, approvals, or corrections are still in process. An extension of the IRS filing deadline does not extend recipient furnishing deadlines.

Filing After Non-Response: If PROVIDER has delivered forms or filings for CUSTOMER approval and has made reasonable attempts to contact CUSTOMER without response, PROVIDER reserves the right to electronically file as prepared, without CUSTOMER approval, after fifteen (15) business days, or sooner where an applicable IRS or state deadline requires, and will notify CUSTOMER of the filing. Reasonable attempts means outreach by email to CUSTOMER's contacts of record and, where available, to other known contacts (such as CUSTOMER's broker of record) or by phone. PROVIDER will exercise this right in

good faith to protect CUSTOMER's compliance position and will not file solely to accelerate billing; filing on time and correcting afterward carries materially less penalty exposure for CUSTOMER than filing late or not at all, and corrected filings can be submitted as needed following CUSTOMER review. Forms filed under this provision are prepared from the data CUSTOMER supplied, and CUSTOMER's data-accuracy responsibilities under this SOW continue to apply. For clarity, this Filing After Non-Response authority applies to electronic filing only; it does not authorize PROVIDER to print, mail, electronically deliver, or otherwise furnish recipient statements without CUSTOMER approval, and PROVIDER has no obligation to furnish recipient statements unless CUSTOMER has elected the applicable optional service and satisfied the requirements of the applicable exhibit.

Except as expressly provided in this SOW (including Protective Extensions and Filing After Non-Response), all compliance-related tasks under this Statement of Work to be performed by PROVIDER on behalf of CUSTOMER must receive prior approval from CUSTOMER before fulfillment, delivery, or electronic filing.

Typical Federal Deadlines as of July 1, 2026:

- **March 2: Distribution of 1095 Forms to recipients.**
- **March 31: Electronic filing of ACA Reports (Forms 1094 and 1095) with the IRS.**

Deadlines above are listed for convenience and planning purposes only and are subject to change by the IRS, applicable states, or other authorities.

Payment:

PROVIDER accepts payment by check, ACH (preferred), wire transfer, or credit card. Remittance instructions are provided on each invoice.

Third-Party Payor: CUSTOMER may direct, on the order form or by written notice, that invoices for all or a designated portion of the fees be issued to a third party (such as CUSTOMER's broker of record), and PROVIDER may invoice that payor accordingly, including under a percentage or dollar allocation between the payor and CUSTOMER. CUSTOMER remains responsible for all fees under this SOW; if a third-party payor fails to pay any amount when due, PROVIDER may invoice CUSTOMER directly and CUSTOMER will pay such amount on the terms of this SOW. Payment by a third party does not make the payor a party to this SOW or the MSA, confer on the payor any rights or remedies hereunder, or obligate PROVIDER to the payor in any way.

B. TERMS AND CONDITIONS: This scope of work ("SOW") is made and entered into effective as of the latest date signed below (the "Effective Date"). This SOW is subject to the terms and conditions of the Master Services Agreement between the signing parties. To the extent the payment, invoicing, renewal, or termination-notice terms of this SOW differ from the MSA, this SOW expressly amends the MSA pursuant to MSA Section 13(b) for this engagement.

C. SERVICE DATES

Subject to the Termination provisions described in this agreement, this SOW will conclude once all services have been rendered as specified in Article A for the given reporting season. This SOW

commences on the Effective Date and continues for successive Applicable Reporting Years unless earlier terminated under the MSA or this SOW; either party may decline to continue for a subsequent Applicable Reporting Year upon written notice.

D. SERVICES AND DELIVERABLES

a. So long as all applicable fees payable under Section A have been paid and CUSTOMER's other obligations under this SOW have been fulfilled, PROVIDER will generate Internal Revenue Service (IRS) 1094 and 1095 Forms and related filing deliverables for CUSTOMER's review and approval, and will perform the IRS and supported state electronic filing services described in this SOW, in support of CUSTOMER's reporting obligations under Sections 6055 and 6056 of the Internal Revenue Code of 1986, as amended, once CUSTOMER approves the deliverables or as otherwise expressly permitted under this SOW.

b. The fees and services described in this SOW apply for an "Applicable Reporting Year." An Applicable Reporting Year means a single calendar year for which the CUSTOMER is required to generate IRS 1094 and 1095 Forms. Services provided early in the subsequent calendar year to assist with generating and filing IRS 1094 and 1095 Forms for an Applicable Reporting Year will still be considered part of the service for the Applicable Reporting Year.

c. Individual U.S. State Level Reporting

Some states require filing at the state level for any employee that resides in an applicable state regardless of the operations or headquarters of the employer. PROVIDER performs state individual-mandate filings as set forth in the State Individual-Mandate Reporting provisions of Section A of this SOW. PROVIDER will file only those employees that reside in an applicable state based upon their address in the final ACA 1095-C form for a given year. Electronic filing is the only option for state individual-mandate filings.

E. RESTRICTIONS AND RESPONSIBILITIES CONCERNING PROVIDER SERVICES AND DELIVERABLES

1. PROVIDER does not provide software, a software-as-a-service platform, or system access to CUSTOMER under this SOW. Data is exchanged through a third-party secure file-sharing service designated by PROVIDER (currently Box.com), subject to that provider's terms, and PROVIDER's deliverables are furnished as documents (such as Excel workbooks and PDF files). No rights in PROVIDER's software, systems, or methodologies are granted. Deliverables are provided solely for CUSTOMER's internal compliance purposes and, except with respect to CUSTOMER's own clients where applicable, CUSTOMER will not, without the prior written consent of PROVIDER: (a) sell, license, distribute, publish, or otherwise transfer deliverables to unaffiliated third parties; (b) use the services or deliverables to provide services to third parties or to develop, benchmark, or assist a competing product or service; (c) use the services to monitor or evaluate a greater number of employees than anticipated by the agreed pricing; or (d) alter deliverables and represent them as PROVIDER's work.

Notwithstanding the foregoing, CUSTOMER may share Deliverables with its legal counsel, accountants, auditors, broker of record, insurance carrier or third-party administrator, and government regulators, solely for CUSTOMER's compliance purposes, provided such recipients are bound by obligations of confidentiality; all other restrictions in this Section, including those on developing, benchmarking, or assisting a competing product or service, remain in effect.

2. CUSTOMER will keep documents confidential to the extent prescribed by applicable laws.

3. CUSTOMER acknowledges and agrees that CUSTOMER is solely responsible for the accuracy and completeness of all data required for fulfillment of services to be rendered. PROVIDER has no responsibility or obligation to determine if such information is accurate or complete.

4. CUSTOMER understands that PROVIDER does not offer legal or tax advice. All consulting services performed will be for technical delivery of ACA reporting and tracking. The annual compliance calendar, mid-year consultation, and IRS inquiry assistance are technical reporting support provided for informational and planning purposes; they do not constitute legal or tax advice, and PROVIDER has no obligation to monitor or notify CUSTOMER of legal or regulatory developments except as expressly stated in this SOW.

5. CUSTOMER agrees that CUSTOMER is solely responsible for designating users who will have authorized access to CUSTOMER's data and ensuring that only such authorized users have access. PROVIDER shall have no responsibility, obligations or liability for any unauthorized access to the CUSTOMER's data resulting from CUSTOMER's failure to follow PROVIDER's procedures with regard to accessing data.

F. TERMINATION OF SOW

See termination section in the master services agreement.

G. Confidentiality.

All data supplied to PROVIDER by CUSTOMER shall be kept confidential at all times. Notwithstanding MSA Section 8, PROVIDER will retain copies of filed forms and supporting records for at least seven (7) years following filing to support IRS inquiry response and the guarantees herein; records will be securely destroyed upon CUSTOMER's request following the retention period above, subject to legal, regulatory, and dispute-resolution retention requirements.

H. Responsibility.

CUSTOMER understands and acknowledges that CUSTOMER is solely responsible for:

(a) all uses of the credentials for the third-party file-sharing service used to exchange data with PROVIDER;

(b) the data CUSTOMER submits to PROVIDER;

(c) confirmation of the accuracy of the data submitted to PROVIDER and of the deliverables received from PROVIDER; and

(d) compliance with all applicable laws associated with the use of the data.

Signature and Acceptance of MSA and SOW 1

WHEREFORE, for the purpose of being bound, the parties execute this MSA and SOW by their duly authorized representatives as of the "Effective Date" set forth above:

Each individual signing below represents and warrants that he or she is duly authorized to execute this Agreement and to bind the party on whose behalf he or she signs.

Execution by Agent: If this Agreement is executed by a broker or other agent on behalf of CUSTOMER, the signer represents and warrants that it has been expressly authorized by CUSTOMER to execute this Agreement and bind CUSTOMER to its terms, will provide written evidence of that authorization upon PROVIDER's request, and has delivered a copy of this Agreement to CUSTOMER. CUSTOMER's submission of data, acceptance of services, or payment of any fees constitutes CUSTOMER's ratification of this Agreement.

CUSTOMER (Legal Entity Name): _____

Authoritative Signer Name: _____
Title: _____
Email Address: _____
Phone Number: _____

Signature: _____
Date: _____

If executed by an agent on behalf of CUSTOMER (attach written authorization):
Agent Firm Name: _____

PROVIDER: **ChannelBound, LLC (ACAPrime)**

Authoritative Signer (Print): _____
Signature: _____
Date: _____

EXHIBITS - OPTIONAL SERVICES: SCOPE AND CUSTOMER REQUIREMENTS

The optional services listed in Section A may be added to this SOW at any time at the stated fees. Upon election, the applicable exhibit below is incorporated into this SOW.

Exhibit 1 - Look-Back Measurement Tracking

Service: Year-round tracking of variable-hour, part-time, and seasonal employees under the IRS look-back measurement method, using CUSTOMER's elected initial and standard measurement, administrative, and stability periods (PROVIDER will assist CUSTOMER in setting and documenting these elections at kickoff). PROVIDER delivers monthly tracking reports identifying employees in measurement, employees approaching full-time status, and employees attaining or losing full-time status, together with the applicable offer-of-coverage deadline for each. Tracking results feed directly into annual 1095-C coding.

CUSTOMER will provide: monthly payroll files with hours of service per employee per pay period, including all hours-of-service categories (worked and paid-leave hours), delivered within ten (10) business days after each month end; hire, rehire, leave-of-absence, and termination dates; employment classification changes; measurement, administrative, and stability period elections; and timely notice of acquisitions, plan changes, or workforce events affecting eligibility.

Fees: $12 per employee per year, calculated on the total number of employees tracked during the period, subject to a $1,200 annual minimum. This service is billed only if CUSTOMER elects it and is invoiced in advance for the next twelve (12) calendar months.

Optional - what it is and whether you need it: Look-Back Measurement Tracking monitors variable-hour, part-time, and seasonal employees across a measurement period to determine who becomes full-time and must be offered coverage. Employers with a stable, clearly full-time or clearly part-time workforce, or those already tracking eligibility in another system, generally do not need this service.

Exhibit 2 - Print & Mail of Recipient Forms

Service: Printing of each recipient's 1095 form in a masked-SSN, mail-ready format, insertion, and First-Class mailing through PROVIDER's production vendor to the recipient mailing address in the final approved filing data. The per-form fee includes materials and First-Class postage. Mailing is initiated only after CUSTOMER's approval of final forms. Returned or undeliverable mail is not re-mailed unless CUSTOMER supplies an updated address; re-mails are billed at the per-form rate.

CUSTOMER will provide: current and complete recipient mailing addresses in the filing data; approval of final forms at least five (5) business days before any applicable furnishing deadline; and updated addresses for any requested re-mails.

Exhibit 3 - Electronic Delivery of Recipient Forms

Service: Secure electronic distribution of each recipient's 1095 form via secure email link or encrypted PDF to the employer-verified email address on file. This service includes recipient access to the 1095Request.com portal, through which a recipient may request a secure copy of their form; 1095Request.com is available only in conjunction with electronic delivery under this Exhibit, and requester validation is performed only against valid email addresses supplied by CUSTOMER. Paper fulfillment remains available under Exhibit 2 upon request.

CUSTOMER will provide: employer-verified recipient email addresses; valid affirmative recipient consents to electronic furnishing as required by IRS rules (by electing this service, CUSTOMER represents that such consents have been obtained and are retained); publication of 1095Request.com on CUSTOMER's applicable website properties (such as intranet, HR, or benefits pages) so recipients know where to request copies; and approval of final forms before distribution. A complete list of valid recipient email addresses is required for PROVIDER to deliver forms and to operate 1095Request.com; PROVIDER will notify CUSTOMER of any recipients it is unable to serve (for example, due to missing, invalid, or undeliverable email addresses) for CUSTOMER to handle. PROVIDER is not responsible for non-delivery resulting from invalid, inactive, or incorrect email addresses supplied by CUSTOMER or from recipient-side filtering or mailbox restrictions. CUSTOMER is responsible for selecting the furnishing method for its recipient statements and for satisfying that method's requirements, including any recipient consent, website notices, and timely responses to recipient requests.

Exhibit 4 - Massachusetts State Reporting (Form MA 1099-HC)

OPTIONAL - applies only to clients with Massachusetts residents where the carrier or TPA does not handle Form MA 1099-HC. In most cases the medical carrier or third-party administrator files and furnishes MA 1099-HC on the employer's behalf; this service is needed only when they do not.

Service: Massachusetts is handled differently from the state filings included with White Glove reporting. The included states accept filings built from the same federal 1095 data, so PROVIDER files them automatically based on each recipient's state of residence. Massachusetts instead requires its own state form - Form MA 1099-HC - with different data elements (including the plan's Minimum Creditable Coverage (MCC) status and subscriber and member detail) filed separately with the Massachusetts Department of Revenue. For that reason, PROVIDER prepares, files, and prints and mails MA 1099-HC forms only upon CUSTOMER's request, at the fees stated in Section A. This service applies to self-insured or level-funded plans; fully insured plans are typically filed by the carrier.

CUSTOMER will provide: a request to proceed; Massachusetts-resident subscriber and dependent coverage data, including months of coverage and carrier details; the plan's MCC status, as determined by CUSTOMER, its carrier or TPA, or its advisors, together with any plan, subscriber, or coverage data PROVIDER reasonably requests to prepare the MA 1099-HC forms based on that CUSTOMER-approved MCC position; and data by the intake deadline PROVIDER communicates for the January 31 recipient-statement deadline.

Fees for this service: $499 for MA 1099-HC preparation, filing, and form production, plus $1.99 per form mailed.