

SafeSend Product Specific Terms

1. Applicability

- 1.1. These SafeSend product specific terms (“Product Specific Terms”) apply when you purchase a license to use or access SafeSend products and services (the “Services”). These Product Specific Terms supplement the Agreement and override any similar terms within the Agreement concerning the Services. If there is a conflict between these Product Specific Terms and any other document forming the Agreement, the order of precedence is as follows: Ordering Document, these Product Specific Terms and the Thomson Reuters General Terms and Conditions (or the applicable governing/master terms). Unless otherwise defined herein, any capitalized terms shall have the meanings given to them in the Ordering Document or the Thomson Reuters General Terms and Conditions (or the applicable governing/master terms).
- 1.2. “You”, “your”, and “Customer” mean the client, customer, or subscriber identified in the Ordering Document and “we”, “our”, and “us” mean the Thomson Reuters entity identified in the Ordering Document as the provider of the Services and, where applicable, its Affiliates, and our and their employees, contractors, and third-party providers.

2. Definitions

- 2.1. “**Active User**” means a firm using the SafeSend Suite to send Gather requests and/or to deliver tax returns to their clients.
- 2.2. “**Ancillary Services**” means those additional SafeSend services available for use by Active Users during the term of the Agreement, including SafeSend eSignatures, SafeSend Extensions, and SafeSend Organizers. The Ancillary Services available to Active Users are based upon the Tier Selection in your Ordering Document

3. Access to Ancillary Services

- 3.1 **For Essential Deliver and Premium Tier Users:** To remain an Active User in “good standing”, your use of Ancillary Services must be within the following ratios: no more than six (6) SafeSend Signatures to one (1) SafeSend Return, no more than three (3) SafeSend Organizers to one (1) 1040 Return, and no more than three (3) SafeSend Extensions to (1) SafeSend Return during the 12 month period of November to October in each year.
- 3.2 **For Essential Gather Tier Users:** To remain an Active User in “Good Standing”, your use of Ancillary Services must be within the following ratios: no more than two (2) organizers to one (1) Gather request and no more than one (1) to one (1) Gather request to SafeSend Signatures or Exchange.
- 3.3 **Usage Audit:** SafeSend has the right to perform an audit for the time period of November to October annually to assess whether you are in compliance with the above ratios. If your use of Ancillary Services during the audit period exceeds the allowed ratios set forth above, you will forfeit the remaining balance of your SafeSend Gather or Return credits to bring you back into good standing and to cover the excess use of the Ancillary Services.

4. Termination for Inactivity

This Agreement will automatically terminate if Customer does not send a Gather request or use/deliver a Return for eighteen (18) consecutive months. Upon termination, any unused credits will be forfeited.

5. Destruction of Confidential Information

At any time during the use of the Services, the party disclosing its Confidential Information can set their own retention rates within the software, ranging from 1 month to 7 years. Data will be automatically destroyed upon set retention period without written request.

6. CCH Liability Exclusion

To the extent that you use CCH SafeSend Integration, you acknowledge and agree that CCH shall not be responsible or liable for any losses or damages associated with the use of CCH SafeSend Integration.

7. SafeSend Support

- 7.1. Support services provided under this Agreement will include online support available during our normal business hours (8:30 am EST to 7:30 pm EST) Monday – Friday or as extended (8:30 am EST to 8:30 pm EST, Monday – Friday, and 10 am EST to 5 pm EST on Saturday) during annual busy seasons, which are defined as January 27th – April 15th and September 5th – October 15th.
- 7.2. SafeSend support services will be provided only for those issues submitted to us (1) via email to support@cpaperless.com, (2) via a support ticket from the cPaperless website, (3) via a phone call or voice mail to (855) 818-3552, or (4) directly through the Services i.e. Report a Problem. You must provide us with accurate and complete information regarding each issue you log. We will not be responsible for any delays or failures caused by your failure to abide by the requirements of this Section 7.2. We retain the right to reclassify any case misclassified as falling into one of the severity categories listed below.
- 7.3. SafeSend support services are offered to you on a commercially reasonable-efforts basis only. You acknowledge that we may not be able to resolve every request for support through the Support Services. Your exclusive remedy and our sole obligation for any failure to resolve a request shall be to use commercially reasonable efforts to resolve such request. In the event that the request for support is not covered by the Support Services, you may have to purchase additional services from us. Any additional services are made available upon agreement by us at our then-current rates. The Support Services are provided for on-going use of the Services; they are not intended to be a substitute for the professional services or training necessary for the implementation of the Services. All other services, including without limitation, on-site assistance, custom programming, database and network administration, new features and custom designed reports and forms, may be furnished by us at our then-current rate.
- 7.4. SafeSend support services do not include any of the following: (i) resolving network, workstation or environmental errors not directly related to the Services; or (ii) supporting the Services being used in a manner for which it was not designed.
- 7.5. As part of SafeSend support services, we will investigate all reproducible, material failures of the Services to conform to the specifications as described in the applicable Documentation. We will partner with you to classify the severity of the error, provide efforts to correct the error or provide a workaround to the error as defined in the table below.

Severity Level	Description	Response Time	Resolution Status/Effort
P1 - critical - level I	Production system is inoperative and business operations critically impacted. Can't work.	Within twenty-four (24) hours	We will provide status updates to the designated customer contact on all open Urgent issues, as needed. We will work to resolve all Urgent issues on a 24-hour basis until such Urgent issue is resolved.
P2 - high - level II	Production system is adversely affected or is inoperative. Productivity is compromised; able to work but severely limited.	Within forty-eight (48) hours	We will provide status updates to the designated customer contact on all open High priority issues, as needed. We will work to resolve all High priority issues until such High priority issue is resolved.
P3 - medium - level III	Production or development system has a non-critical problem or defect and/or questions have arisen about product use. Products usable but non-critical features can't function.	Within five (5) business days	We will provide status updates to the designated customer contact on all open Normal priority issues, as needed.

P4 - low - level IV	Minimal system impact; includes feature requests and other non-critical problems. May also be a new feature request.	Within fifteen (15) business days	We will provide status updates to the designated customer contact on all open Low priority issues, as needed.
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