ACA SERVICE TERMS AND CONDITIONS

Last Updated – August 11, 2025

This product addendum is binding and enforceable between User and Viventium (each as defined in the Agreement). The scope of our product is limited to a client driven tracking tool and filing of the Employer 1094-C and Employees 1095-C.

1) User Responsibility Pre-Implementation

a) Complete ACA Setup Survey
b) Submit data in excel format designated by Viventium
   i) Data provided in formats other than Viventium standard excel format require prior approval by Viventium and additional fees may apply
c) Ensure accuracy of all information and data submitted including but not limited to monthly premium costs, medical plan types (e.g. self-insured), safe harbor calculation type and common ownership (i.e. ALE Group)

2) Viventium Responsibilities

a) Initial Implementation of the following based on the ACA Setup Survey and/or subsequent setup calls after the survey completion date (pending User involvement):
   i) Benefit Categories
   ii) Measurement Periods (if applicable)
   iii) Current Year Medical Plans
   iv) Current Year Enrollments and Waivers
   v) Dependent Information and Enrollments (if applicable)
   vi) Historical Hours Worked (if applicable)
b) Provide User training on required software maintenance:
   i) New Hires
   ii) On-going Employees
   iii) Maintenance required as stated in Section C of the Agreement "User Responsibility Post Implementation"
c) Timely electronic filing to the IRS of forms 1094-C and 1095-C(s)

3) User's Responsibility Post Implementation

a) Maintain Missing Benefit Categories, Statuses and Offers
b) Maintain Medical Plans
c) Maintain Enrollments and Waivers
d) Maintain Measurement Period(s) (if applicable)
   i) Adding Future Periods
   ii) Calculating Periods
      (1) New Hires are to be calculated once per month

(2) On-going employees are to be calculated during the administrative period

e) Maintain Dependent Information and Enrollments (if applicable)
f) Users are required to preview and submit forms 1094-C and 1095-C(s) by the annual submit deadline (disclosed via email, direct mail and/or on the Year End Portal)

4) Terms

a) User assumes full responsibility for the accuracy, completeness, and currentness of data entered into the System
b) Viventium will not accept or be responsible for new current year setups after the Nov 1st submission deadline
c) Users who neglect to meet the annual submit deadline will be automatically submitted with data as is by Viventium and applicable fees will apply (See Section 5 "Fees")
d) Viventium will not guarantee timely delivery of forms post the annual regenerate deadline
e) In the event a client terminates services with Viventium mid-year the client must advise if they want us to file. If the client requests filing, they must:
   i) Maintain all data in Viventium and submit per the annual deadline
   ii) Prepay all remaining months of the current reporting year in advance
f) Viventium does not warrant the completeness or accuracy of inputted information, or the calculations or results of said information. The ACA Services is not a substitute for and does not constitute the provision of legal advice, tax advice, accounting services, or professional consulting of any kind.

5) Fees

a) Fees will be billed as stated in the Ordering Document and Agreement
   i) Any employee who is active during the current filing year will be subject to fees
b) For new clients, this product is to be billed on your first check date with Viventium
c) For existing clients, this product is to be billed retroactively with an effective date of January first of the current year
   i) Our service must be active to track hours worked per payroll
   ii) All setups require retroactive data from January first of the current year to be imported and checked by both parties for quality assurance
d) Post the annual submit deadline any forms regenerated will be subject to the below regeneration fees:
   i) $100.00 base + $15 perform
e) Post the annual regeneration deadline any corrections will be subject to amendment fees:
   i) $250 + $50/form with a maximum of $5,000 per client code

6) Abatements

a) Viventium does not guarantee or make any warranties regarding abatement or reduction of any proposed or actual ESRP penalties. The scope of Viventium's service is limited to assisting in preparation of correspondence requesting abatement of penalties. Liability for payment of any

IRS penalties remains Users. Viventium's fee for handling abatements is as follows: 5% of the proposed ESRP penalty with a maximum of $5,000 per client code