



Vertex Address Cleansing Batch Service – SOW

This Statement of Work (“SOW”) is between Vertex, Inc. (“Vertex”), and the customer that signs an Order referencing this SOW (“Customer”). This SOW is effective when the Order is signed by both parties (the “Effective Date”). The parties are bound by the version of this SOW published at <https://www.vertexinc.com/vertex-legal> that is current on the Effective Date and are not bound by subsequent versions of this SOW.

The rights and obligations of Vertex and Customer regarding this SOW are set forth in the Vertex Customer Agreement, Vertex Master Agreement, or other agreement governing Products and/or Services that Vertex provides to Customer, as supplemented by this SOW (the “Agreement”).

Any capitalized term used but not defined in this SOW has the meaning given in the Agreement. If there is a conflict or inconsistency between this SOW and any other part of the Agreement regarding the subject matter of this SOW, this SOW will control.

- 1. Description of Services.** Vertex will validate and correct United States addresses received from Customer and conform them into a standard format for United States addresses (including Zip + 4[®]) using a USPS[®] certified database. For every address that can be validated and corrected, Vertex will return the conformed address, including corrected address elements and tax area identification. If Customer provides an address that for some reason cannot be validated and corrected, Vertex will return a failure notice. Customer’s input file(s) and Vertex result file(s) will be exchanged via secure SFTP server made available by Vertex, or other secure means agreed by the parties. All files will contain address elements specified by Vertex and will be in .csv, .xls, or .xlsx format. To ensure Vertex processes only minimum necessary address elements, Customer shall modify its input file(s) if requested by Vertex. Customer acknowledges the Service is an automated data processing service and not a data storage service. All Customer input files and Vertex’s corresponding result files will be promptly deleted after Vertex delivers its result files. In no event will Vertex retain input or result files for a period exceeding twenty (20) days.
- 2. Project Schedule.** On or after the Effective Date, Vertex will schedule and notify Customer of an upload window of ten (10) business days for Customer to provide its input file(s). If Customer timely provides the input file(s) during the scheduled window, Vertex will provide all corresponding result files within five (5) business days after the input files are uploaded (the “SOW End Date”). If the SOW is not complete or not expected to be complete before the SOW End Date because of Customer’s delay, suspension, or other reason beyond Vertex’s control, a mutually agreed written change order (including email) is required. Additional fees may apply.
- 3. Fees and Payment.** Vertex will perform the services described in this SOW on up to the number of addresses specified on the Order on a firm fixed one-time fee basis. The applicable fee is stated on the Order referencing this SOW. Vertex will invoice Customer for the full amount of the fee on or after the Effective Date. Invoices are subject to the payment terms stated on the Order. No expenses will be charged to Customer under this SOW.

Customer acknowledges and agrees any pre-purchased addresses remaining unprocessed as of the SOW End Date will be forfeited without refund, credit, or SOW extension.

- 4. Exclusions.** The following activities are not included as part of the Service:
 - Manually changing records.
 - Removing duplicate records.
 - Reviewing result files, beyond ordinary quality assurance review.
 - Troubleshooting or remediating failures.
 - Providing Customer access to any database, content, or other software or services used by Vertex in connection with the Service.