

## Vertex Certificate Service SOW

This Statement of Work (“SOW”) is between Vertex, Inc. (“Vertex”), and the customer that signs an Order referencing this SOW (“Customer”) and is effective when the Order is signed by Vertex and Customer. The rights and obligations of Vertex and Customer regarding this SOW are set forth in the agreement between the parties governing Customer’s subscription to Vertex® Certificate Center (“Cert Center”), as supplemented by the terms contained in this SOW (the “Agreement”).

- 1. Service Description.** Vertex Certificate Service is a recurring subscription service that supports Customer’s use of Cert Center to manage exemption certificates. Managing exemption certificates in Cert Center involves managing electronic images of certificates and information related to certificates. Vertex Certificate Service includes the following components:
  - 1.1 Validation.** Vertex validates certificates stored in Cert Center for completeness. This involves checking certificates for required certificate-related information, such as seller name and address; buyer name and address; reason for exemption; certificate number; effective date; expiration date; and signature. Vertex will perform this validation activity monthly.
  - 1.2 Collection.** Vertex collects certificates and/or required certificate-related information (listed in Section 1.1) from third-party buyers whose certificates are managed in Cert Center by Customer. This collection activity is limited to certificates that are invalid or expired. Using Cert Center reporting capabilities, Vertex will run weekly reports to identify certificates that are invalid, expired, or soon to expire. Customer will provide Vertex email addresses for third-party buyers if necessary. Using Cert Center correspondence capabilities, and communicating by email only, Vertex will attempt to contact each third-party buyer not more than three (3) times to collect all certificates and certificate-related information Customer requires from them. Vertex will follow its initial contact attempt for each non-response until a total of three (3) contact attempts are made. Vertex will upload into Cert Center all certificates collected from third-party buyers that are not uploaded to Cert Center by the third-party buyers directly. (Customer may, but is not required to, configure Cert Center to receive certificates from third-party buyers directly.) Vertex does not guarantee that every third-party buyer will provide all certificates and certificate-related information that Customer requires.
  - 1.3 Reporting.** Vertex will provide Customer periodic reporting on outcomes of Vertex’s validation and collection activities.
- 2. Customer Responsibilities.** For each third-party buyer whose certificates Customer will manage in Cert Center, Customer will enter all required certificate-related information (and upload corresponding certificate when available) into Cert Center, Indirect Tax O Series®, or other Vertex tax engine integrated to Cert Center.
- 3. Customer Data.** All certificates and certificate-related information and reports collected, validated, prepared, or otherwise processed by Vertex under this SOW are Customer Data as defined in the Agreement and owned by Customer. Customer is responsible for the accuracy and completeness of all information that is provided to Vertex by or on behalf of Customer or any third-party buyer in connection with Certificate Services. Vertex will rely on such information without independent verification and, unless requested by Customer, Vertex has no obligation to correct or supplement such information. Vertex has no responsibility for any claims, damages, or liabilities arising from (a) inaccurate or incomplete information provided by or on behalf of Customer or any third-party buyer; or (b) Customer’s use of certificates collected, validated, or otherwise processed by Vertex under this SOW.
- 4. Assumptions.** This SOW assumes the following conditions are present during the term of Customer’s Certificate Service subscription:
  - 4.1 Remote Work.** Vertex performs Certificate Services remotely during Vertex’s regular business hours, Monday through Friday, excluding Vertex holidays. Vertex will not travel to Customer’s premises under this SOW.
  - 4.2 Cert Center.** Customer’s Cert Center subscription remains fully paid and not suspended.

- 4.3 Access.** Vertex has uninterrupted administrator access to Cert Center and read-only access to Vertex Indirect Tax O Series® or other Vertex tax engine integrated to Cert Center.
- 4.4 Changes.** Any change to this SOW, including contacting third-party buyers by means other than email, will be agreed in writing by the parties and may involve additional fees.
- 5. Subscription Term.** Unless otherwise provided in the Order referencing this SOW, the term of Customer's Certificate Service subscription begins when the Order is effective and continues for an initial period of one (1) year (the "**Initial Term**"). When the Initial Term expires, and annually thereafter, Customer's subscription will renew for successive renewal periods of one (1) year (each a "**Renewal Term**"), unless either Customer or Vertex provides the other party written notice of non-renewal at least sixty (60) days before the then-current Initial Term or Renewal Term expires.
- 6. Fees for Certificate Service.** Fees for Certificate Service are invoiced and payable annually in advance, and are based on the tiered number of certificates serviced each year during the term of Customer's Certificate Service subscription ("**Number of Certificates Serviced**"). A certificate is counted as serviced each time it is subject to Vertex validation or collection as described in this SOW. If Customer exceeds the Number of Certificates Serviced stated in the Order in any year during the term of Customer's Certificate Service subscription, Customer will be invoiced in arrears on a per-certificate basis in accordance with the pricing stated in the Order and Customer's fees for the next Renewal Term will be based on the appropriate tiered Number of Certificates Serviced.
- 7. Exclusions.** Certificate Service does not include, and Vertex is not responsible for (a) validating certificates or certificate-related information against government records, including records maintained by taxing jurisdictions; or (b) matching certificates to Customer transactions (except for single use certificates), products, or services.