

Customer Support Exhibit

1. **Overview.** This Customer Support Exhibit (“**Support Exhibit**”) describes the technical support and training services that Vertex provides to its customers (“**Support Services**”). This Support Exhibit is incorporated in each Order for a Vertex Product or Service (a “**Solution**”) if this Support Exhibit is referenced in the Order, the Vertex Master Agreement, Vertex Customer Agreement, or other agreement or document between Vertex and Customer that governs Customer’s use of the Solution (the “**Agreement**”). Any capitalized term used but not defined in this Support Exhibit has the meaning given in the Agreement. If there is a conflict or inconsistency between this Support Exhibit and an Order or any other part of the Agreement, this Support Exhibit will control. Vertex may update this Support Exhibit to adapt to changes in Vertex’s Solution portfolio and related support offerings, but no update will degrade the level of support provided by Vertex during the Initial Term or any Renewal Term of an Order in effect at the time of the update. If Customer’s Order renews, the version of this Support Exhibit that is current at the time of any renewal will apply throughout the applicable Renewal Term. Vertex will publish a copy of the latest version of this Support Exhibit at <https://www.vertexinc.com/vertex-legal>, or otherwise make it available to Customer on request.
2. **Standard Support.** Payment of applicable fees for any Solution entitles Customer to receive Standard Support for the Solution during the Order Term.

2.1 “Standard Support” means:

- (a) Vertex will provide and maintain an online portal at <https://community.vertexinc.com> (or other URL designated by Vertex) (the “**Customer Support Portal**”), where Customer may log and track support service requests; access Documentation and Updates; and consult available self-service resources.
- (b) Vertex will help Customer understand the standard features and capabilities of the Solution and how to use them, by responding to Customer questions in the nature of “how to.” Vertex will also refer Customer to relevant Documentation, Updates, and other resources made available via the Customer Support Portal.
- (c) Vertex will help Customer troubleshoot “**Errors**,” which are problems, issues, or errors encountered by Customer in its use of the Solution.
- (d) Vertex will use commercially reasonable efforts to investigate, diagnose, and resolve by Update or workaround any reproducible Error that is a failure of the Solution to conform to the applicable Documentation, in accordance with the Standard Support Service Levels defined below. For these purposes, a “**workaround**” is a process or method that allows Customer to temporarily address an Error without undue burden or adverse impact on access to, functionality, or compatibility of the Solution. Vertex will assign an initial severity level to each support service request Customer submits relating to an Error. Severity levels, defined below, will be assigned based on business impact to Customer. Vertex may change the initial severity level during the investigation, diagnosis, and resolution process if Vertex reasonably determines the change is appropriate under the circumstances.

2.2 “Standard Support Service Levels” means Vertex will use commercially reasonable efforts to take the actions within the target times defined below, according to the following severity levels:

- (a) “**Critical**” means an Error in a production environment causes the Solution to be unavailable or to stop working (“production down”) or causes data loss or data corruption.
- (b) “**High**” means an Error causes significant failure or degradation of performance of the Solution, creating severe or significant business impact, and either (i) occurs in a production environment, or (ii) occurs in a non-production environment and Customer is scheduled to go live within four (4) weeks.
- (c) “**Medium**” means an Error in a production environment adversely impacts core production activities involving the Solution, causing medium or minor business impact; or an Error in a non-production environment that would be Critical or High if encountered in a production environment.

(d) “Low” means an Error that is not Critical, High, or Medium; any request for enhancements; and any other support service request (e.g., relating to Documentation, self-service resources, or general questions).

Target times defined below are not resolution targets.

Standard Support – Target Times by Severity Level				
Action	Critical	High	Medium	Low
Vertex responds to Customer’s support service request	Within 1 hour*	Within 1 hour*	Within 4 working hours	Within 24 working hours
Vertex updates Customer on workaround and final resolution	Every 2 hours	Every 4 hours	Every 24 working hours	Every 72 working hours
* Eligible for enhanced response time under Gold premium support package.				
“Working hours” means 12:00 am to 11:59 pm Eastern Time, Monday to Friday, excluding Vertex holidays posted on the Customer Support Portal.				

2.3 Contacting Vertex for Standard Support. Customer will contact Vertex for Standard Support by submitting support service requests via the Customer Support Portal. Customer may also notify Vertex of any Critical Error only via the following telephone numbers: 800-281-1900 (inside the United States), +1-610-640-4210 (outside United States), or other telephone numbers designated by Vertex.

3. Premium Support. Vertex may offer premium support described in this Support Exhibit (“Premium Support”), which Customer may purchase for additional fees under an Order. Premium Support offerings described below, if ordered by Customer, are provided by Vertex in addition to Standard Support.

3.1 24x7 Support. If Customer orders 24x7 support, Customer may contact Vertex relating to an Error of any severity level via telephone 24 hours a day, 7 days a week, excluding Vertex holidays posted on the Customer Support Portal, at the telephone numbers stated in Section 2.3 above.

3.2 Account Management. If Customer orders a Technical Account Manager (“TAM”) or Customer Success Account Manager (“CSAM”), Vertex will appoint a TAM or CSAM to manage Customer’s account. A TAM or CSAM:

- (a) serves as Customer’s primary Solution liaison in managing Customer’s support service requests;
- (b) serves as Customer’s point of contact for all Error-related escalations; and
- (c) provides periodic activity reporting relating to Customer’s support service requests.

TAM and CSAM are available remotely from 8:30 am to 5:00 pm prevailing local time of the Vertex resource assigned, Monday to Friday, excluding Vertex holidays posted on the Customer Support Portal.

3.3 Premium Support Packages. If Customer orders either the Gold or Silver premium support package, Vertex will provide the applicable premium support benefits described below:

Standard and Premium Support Benefits			
Support Benefit	Standard Support	Premium Support	
		Silver	Gold
Enhanced response time for Critical and High Errors	—	—	Within 30 minutes
24x7 Support	—	—	✓
CSAM	—	✓	✓
Priority handling of support service requests (Section 3.3(a))	—	✓	✓
Professional Services – included hours per year (Section 3.3(b))	—	40 hours	80 hours
Training – included credits per year (Section 3.3(c))	—	per Order	per Order
Discount on training	—	10%	15%
Vertex Exchange Conference attendee passes included per year	—	1	2
Discount on additional Vertex Exchange Conference attendee pass	—	10%	15%

(a) **Priority Handling.** Vertex will assign available senior analysts to Customer's support service requests to expedite Error investigation, diagnosis, and resolution.

(b) **Professional Services Hours.** Vertex will perform Professional Services of mutually agreed scope at no additional charge to Customer, up to the number of included hours stated above. Vertex will perform Professional Services remotely between 8:30 am and 5:00 pm prevailing local time of the Vertex resource assigned, Monday to Friday, excluding Vertex holidays posted on the Customer Support Portal. If not used during the applicable year, included hours expire and will not be refunded, credited, or carried forward to future years.

(c) **Training Credits.** Each Order for a Gold or Silver premium support package will state the value of training credits to which Customer is entitled each year. Customer may apply such credits against fees for training services ordered from Vertex. If not used during the applicable year, included credits expire and will not be refunded, credited, or carried forward to future years. Vertex will publish on the Customer Support Portal a catalog of available training services that Customer may purchase for additional fees under an Order, including instructor-led courses and certification exams. Standard Support does not include any such fee-based training services.

4. **Exclusions.** Unless otherwise agreed by Vertex in connection with Professional Services, this Support Exhibit does not apply to, and Vertex has no obligation to provide Support Services for Errors or incidents that result from: (a) Customer's or any third party's hardware, software, network, or other technology (other than technology within Vertex's control); (b) Customer's or any third party's data or data quality, unless the Error or incident is caused by a Solution; (c) customizations; (d) use of a Solution in a manner not contemplated by the Documentation or authorized under the Agreement, including use that exceeds limits specified in the Documentation or Order and use in connection with third-party technology with which the Solution is not compatible, according to the Documentation; (e) Customer's failure to implement a workaround or apply an Update recommended and made available by Vertex without additional charge; (f) Customer's failure to comply with the terms of this Support Exhibit or the Agreement or other reasonable instructions of Vertex, which failure results in Vertex's inability to provide Support Services; or (g) Solutions that are free trials or not in general availability release, or are subject to End of Life or similar planned deprecation, provided Vertex has met any applicable notice requirements specified in the Agreement. Vertex also has no obligation to provide Support Services while Vertex's performance obligations are suspended in accordance with the Agreement.