



Data Processing Addendum

This Data Processing Addendum (“**DPA**”), including its Appendices, supplements the Agreement (as defined below). This DPA is entered into by the Vertex entity (“**Vertex**”) and the Customer entity (“**Customer**”) that are parties to the Agreement. Vertex’s and Customer’s respective remedies (including applicable limitations and exclusions) set forth in the Agreement apply to claims arising under this DPA, unless otherwise specifically stated in this DPA, applicable Standard Contractual Clauses, or Data Protection Laws.

1. Definitions. Unless defined below, capitalized words and phrases used in this DPA have the meanings given in the Agreement. Capitalized words and phrases that are not defined in this DPA or in the Agreement have their ordinary meanings in the context of the purpose of this DPA. For example, the terms “**Controller**”, “**Data Subject**”, “**process**” (and its cognates), “**Processor**”, “**Sub-Processor**”, and “**Supervisory Authority**” have the meanings given in the GDPR; and the terms “**Data Exporter**” and “**Data Importer**” have the meaning given in the SCCs.

1.1 “Adequacy Jurisdiction” means a jurisdiction in respect of which the European Commission has made a finding of adequacy in accordance with Article 45 of the GDPR and the UK GDPR.

1.2 “Agreement” means any agreement between Vertex and Customer for the provision of Products or Services that references and incorporates this DPA.

1.3 “CCPA” means the California Consumer Privacy Act, Cal. Civ. Code Section 1798.100 et seq., as may be amended, supplemented, or modified from time to time.

1.4 “CPD Security Incident” means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Customer Personal Data.

1.5 “Customer Data” means data transferred or uploaded by or on behalf of Customer or its Affiliates for processing or storage to a Vertex repository in connection with any Product or Service and any derivatives based on or modifications to such data. Customer Data includes output derived from Customer Data that Customer or Affiliates generate using the Product or Service.

1.6 “Customer Personal Data” means Customer Data that is Personal Data, but excluding VX Controller Personal Data.

1.7 “Data Protection Laws” means any applicable laws as may be amended, supplemented, or modified from time to time concerning the protection of Personal Data or privacy to which the applicable party is subject, including (as applicable) the GDPR, the UK GDPR, the Swiss Federal Act on Data Protection, and the CCPA.

1.8 “GDPR” means Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the Processing of Personal Data and on the free movement of such data (General Data Protection Regulation), as may be amended, supplemented, or modified from time to time.

1.9 “Order” means an order, statement of work, or other document that forms part of the Agreement specifying Products or Services Vertex will provide to Customer, applicable fees, currency, and other agreed commercial terms.

1.10 “Personal Data” means any information relating to an identified or identifiable natural person, including “personal data,” “personally identifiable information,” “personal information,” and other reasonably equivalent types of information defined under Data Protection Laws.

1.11 “Product” means any Vertex product to be provided to Customer under the terms of the Agreement.

1.12 “Restricted Transfer” means, in relation to any processing activity which is subject to the GDPR, a party, as a Data Exporter, disclosing by transmission or otherwise making available Customer Personal Data or VX Controller Personal Data to the other party, in circumstances where the other party is established outside the European Economic Area (or any Adequacy Jurisdiction).

1.13 “Service” means any Vertex service to be provided to Customer under the terms of the Agreement.

1.14 “Standard Contractual Clauses” or “SCCs” means the clauses annexed to the European Commission’s Implementing Decision 2021/914 of 4 June 2021 for the transfer of Personal Data to third countries pursuant to Regulation (EU) 2016/670 of the European Parliament and of the Council.

1.15 “Swiss Federal Act on Data Protection” means the Swiss Federal Act on Data Protection of 1 September 2023 and the Swiss Ordinance to the Swiss Federal Act on Data Protection of 14 June 1993, as may be amended, supplemented, or modified from time to time.

1.16 “UK GDPR” means the GDPR, as it forms part of the United Kingdom (“UK”) law by virtue of section 3 of the European Union (Withdrawal) Act 2018 as the context may require, as may be amended, supplemented, or modified from time to time.

1.17 “UK IDTA” means the UK’s International Data Transfer Addendum to the SCCs.

1.18 “Vertex website” means <https://www.vertexinc.com/vertex-legal> (or other URL designated by Vertex).

1.19 “Vertex Privacy Policy” means the policy located at <https://www.vertexinc.com/vertex-privacy-policy> (or other URL designated by Vertex).

1.20 “VX Controller Personal Data” is defined in Appendix 3 of this DPA.

2. Compliance with Data Protection Laws. Each party will comply with its obligations under Data Protection Laws in relation to that party’s provision or use of Products or Services, as applicable.

3. Roles of the Parties.

3.1 Vertex as a Processor. Unless otherwise expressly provided for in the Agreement or the Vertex Privacy Policy, Vertex acts as a Processor in connection with the processing of Customer Personal Data, with Customer acting as Controller (unless Customer is a Processor, in which case Vertex acts as Sub-Processor). With respect to CCPA, Vertex shall process Customer Personal Data as a “service provider”, as defined in the CCPA. The parties agree to comply with the terms of this DPA with respect to the processing of such Customer Personal Data.

3.2 Vertex as a Controller. Where Vertex processes Customer Personal Data as a Controller, the terms set out in Appendix 3 of this DPA (Vertex as a Controller) shall apply.

4. Details of Data Processing. Appendix 1 (Description of Processing) details the nature of the processing and the types of Personal Data and categories of Data Subjects processed under the scope of this DPA and the Agreement.

5. Customer Instructions. The parties agree (a) the Agreement (including this DPA), (b) any Customer instructions provided during installation or implementation of a Product or Service, and (c) any Customer instructions provided via configuration tools that may be made available by Vertex as part of Customer’s use of Products or Services, together constitute Customer’s documented instructions regarding Vertex’s processing of Customer Personal Data (“**Customer Documented Instructions**”). Vertex will process Customer Personal Data only in accordance with Customer Documented Instructions unless required to do otherwise by Applicable Law (and Vertex shall, if permitted to do so, notify Customer of such requirement before processing). Additional instructions outside the scope of the Customer Documented Instructions (if any) require prior written agreement between Vertex and Customer. Customer shall ensure its processing instructions are lawful and that the processing of Customer Personal Data in accordance with such instructions will not violate applicable Data Protection Laws. If Vertex considers a processing instruction from Customer to be not compliant with the Data Protection Laws, it shall notify Customer without undue delay.

6. Protection of Customer Personal Data.

6.1 Confidentiality. Vertex shall ensure that persons authorized to process Customer Personal Data are bound by confidentiality obligations or are under an appropriate statutory obligation of confidentiality.

6.2 Security Measures. Vertex shall implement and maintain appropriate technical and organizational security measures that are designed to protect Customer Personal Data from CPD Security Incidents and to

preserve the security and confidentiality of the Customer Personal Data, in compliance with its obligations under Data Protection Laws and in particular Article 32 of the GDPR and the UK GDPR. These technical and organizational security measures are described in Vertex's Security Exhibit, published on the Vertex website (the "Security Exhibit").

6.3 CPD Security Incident. In the event of a CPD Security Incident, Vertex will perform its obligations as specified in Section 11 (Incident Response) of the Security Exhibit.

7. Data Subject Requests. Vertex shall, to the extent legally permitted, promptly notify Customer if Vertex receives any requests from a Data Subject to exercise the following Data Subject rights with respect to Customer Personal Data: access, rectification, restriction of processing, erasure, data portability, objection to the processing, or to not be subject to an automated individual decision making (each, a "Data Subject Request"). Taking into account the nature of the processing, Vertex shall assist Customer by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of Customer's obligation to respond to a Data Subject Request under applicable Data Protection Laws. In addition, to the extent Customer, in its use of any Products or Services, does not have the ability to address a Data Subject Request, Vertex shall, upon Customer's request, provide commercially reasonable efforts to assist Customer in responding to such Data Subject Request, to the extent Vertex is legally permitted to do so and the response to such Data Subject Request is required under applicable Data Protection Laws. To the extent legally permitted, Customer shall be responsible for any costs arising from Vertex's provision of such assistance, including any fees associated with provision of additional functionality.

8. Sub-Processors.

8.1 Approved Sub-Processors.

(a) Subject to the requirements of this Section 8.1, Vertex may engage one or more third parties or Affiliates to act as Sub-Processors in connection with its processing of Customer Personal Data, where Vertex acts as a Processor or Sub-Processor on behalf of Customer. Vertex shall use only Approved Sub-Processors when acting in either capacity.

(b) Vertex shall maintain a list of its Sub-Processors (the "Vertex Approved Sub-Processor List"), which it may update from time to time, and shall publish current and archived versions of the list on the Vertex website. Customer hereby grants Vertex a general authorization to use any Sub-Processor (each, an "Approved Sub-Processor") on the Vertex Approved Sub-Processor List that is current when the Agreement is entered into, or when any Order for Products or Services requiring processing of Customer Personal Data is entered into or is renewed or amended (any such date, the "Authorization Date").

(c) Vertex shall inform Customer of any intended changes to the Vertex Approved Sub-Processor List after the Authorization Date, which may include notice given by way of publication of an updated version of the list on the Vertex website. Customer's general authorization extends to any Sub-Processor added to the Vertex Approved Sub-Processor List after the Authorization Date unless Customer reasonably objects within thirty (30) days of such addition. If Vertex does not address any such reasonable objection to Customer's satisfaction, Customer's sole remedy will be to terminate the Agreement by written notice to Vertex.

8.2 Written Agreement. Vertex shall ensure that every Approved Sub-Processor is subject to a written agreement that contains at least the same level of obligations imposed on Vertex under this DPA. In all cases, Vertex shall remain responsible for any acts or omissions of such third parties as though they were Vertex's acts and omissions.

8.3 Restricted Transfers. Vertex shall not make a Restricted Transfer unless permitted to do so under the GDPR, the UK GDPR, or as instructed by Customer.

9. International Transfers – Customer and Vertex.

9.1 Transfer Mechanism. If Customer’s use of any Product or Service involves a Restricted Transfer between Customer and Vertex, Vertex and Customer shall enter into the applicable module of SCCs (as detailed in Section 9.2 (Modules in Use) below) prior to any such transfer of Customer Personal Data.

9.2 Modules in Use.

(a) **Module 1.** Module 1 (Controller to Controller) of the SCCs will apply to a Restricted Transfer when Customer and Vertex are Controllers and Vertex or Customer is a Data Exporter, with Module 1 of the SCCs being incorporated by reference into this DPA. Appendix 2 of this DPA details the Module 1 optional provisions in use and information recorded in its Annexes.

(b) **Module 2.** Module 2 (Controller to Processor) of the SCCs will apply to a Restricted Transfer when Customer is a Controller and Vertex is a Processor and the Data Importer, with Module 2 of the SCCs being incorporated by reference into this DPA. Appendix 2 of this DPA details the Module 2 optional provisions in use and information recorded in its Annexes.

(c) **Module 3.** Module 3 (Processor to Processor) of the SCCs will apply to a Restricted Transfer when Customer is a Processor and a Data Importer or a Data Exporter, with Module 3 of the SCCs being incorporated by reference into this DPA. Appendix 2 of this DPA details the Module 3 optional provisions in use and information recorded in its Annexes.

(d) **Module 4.** Module 4 (Processor to Controller) of the SCCs will apply to a Restricted Transfer where Vertex is the Data Exporter and Customer is the Controller and a Data Importer, with Module 4 of the SCCs being incorporated by reference into this DPA. Appendix 2 of this DPA details the Module 4 optional provisions in use and information recorded in its Annexes.

9.3 Transfers subject to UK Data Protection Laws. If there is a Restricted Transfer subject to the UK GDPR, then the UK IDAT will apply, with the UK IDAT being incorporated by reference into this DPA. The information needed to complete the Tables to the UK IDTA is set out in this DPA and the Agreement, including Appendix 1 (Description of Processing) of this DPA. Any amendments, modifications or supplements to the UK IDTA approved by the ICO are deemed incorporated into this DPA.

9.4 Transfers subject to Swiss Data Protection Laws. If there is a Restricted Transfer subject to Data Protection Laws of Switzerland, then the SCCs will apply with the following modifications: (a) the competent supervisory authority in Annex 1.C of the SCCs will be the Federal Data Protection and Information Commissioner (“**FDPIC**”); (b) references to a “**Member State**” and “**EU Member State**” will not be read to prevent Data Subjects in Switzerland from the possibility of suing for their rights in their place of habitual residence (Switzerland); and (c) references to “**GDPR**” in the SCCs will be understood as references to Data Protection Laws of Switzerland (the “**Swiss Data Transfer Addendum**”). The Swiss Data Transfer Addendum is incorporated by reference into this DPA and any amendments, modifications or supplements to the Swiss Data Transfer Addendum approved by the FDPIC are deemed incorporated into this DPA.

9.5 Execution. Each party agrees that its respective execution of the Agreement is deemed to constitute its execution of the SCCs, the UK IDTA and/or the Swiss Data Transfer Addendum (as applicable) on behalf of the Data Exporter and the Data Importer (as applicable).

9.6 Interaction with the Agreement. All notices, requests, monitoring/audit rights, conduct of claims, liability, and erasure or return of data relating to the SCCs, UK IDAT or Swiss Data Transfer Addendum (as applicable) will be provided, managed, and interpreted in accordance with the relevant provisions in the Agreement, to the extent that such provisions do not conflict with the SCCs, UK IDAT or Swiss Data Transfer Addendum.

10. Audit. Vertex will maintain the certification and attestation obligations, and allow for and contribute to audits, as provided for in Section 13 (Audit) of the Security Exhibit.

- 11. Return or Deletion of Customer Personal Data.** The return or deletion of Customer Personal Data is governed by the terms of the Agreement governing the return or deletion of Customer Data upon expiration or termination of any Order or the Agreement as a whole.
- 12. Rights of Third Parties.** In no event shall this DPA benefit or create any right or cause of action on behalf of a third party (including a third-party Controller), but without prejudice to the rights or remedies available to Data Subjects under Data Protection Laws or this DPA (including the SCCs, UK IDAT, and the Swiss Data Transfer Addendum).
- 13. Survival.** Notwithstanding the termination of the Agreement, the obligations placed on each party under this DPA shall survive for the duration that Vertex processes Customer Personal Data or VX Controller Personal Data.
- 14. DPA Governing Law and Jurisdiction.** This DPA will be governed by and construed in accordance with the governing law and jurisdiction provisions in the Agreement, unless otherwise required by Data Protection Laws.
- 15. Updates.** Vertex may update this DPA as it deems necessary to satisfy the evolving requirements of Data Protection Laws. These updates may occur during the term of an Agreement and without notice to Customer unless the update materially impacts Customer's use of Vertex Products or Services. Current and archived version of the DPA will be published on the Vertex website and will be provided on request. However, no update to this DPA will change Customer's Order until it is renewed, unless such updates are required to comply with Data Protection Laws prior to the renewal of an Order. If Customer's Order is renewed, the Agreement is amended to include the then-current published version of this DPA.
- 16. Relationship with the Agreement.** Except as amended by this DPA, all terms and conditions of the Agreement remain in full force and effect. If there is any conflict between this DPA and other terms of the Agreement, this DPA shall prevail as it relates to the processing of Customer Personal Data only.

Appendix 1
Description of Processing

Subject matter

- Customer Personal Data.

Categories of Data Subjects whose Personal Data is transferred

- Data Subjects whose Personal Data is contained in Customer Personal Data, which may include Customer's end customers.

Categories of Personal Data transferred

- Customer Personal Data, which may include names and addresses (including email, postal and/or IP addresses) of Customer's end customers, but excluding special categories of Personal Data.

Frequency of Personal Data transfer

- Continuous or on a one-off basis, as determined by Customer's use of Products or Services.

Nature of the processing

- Collection, storage, processing, and transfer of Customer Personal Data in accordance with the Agreement.

Duration of the processing

- As required in order to provide the Products or Services, and in accordance with DPA Section 11 (Return or Deletion of Customer Personal Data).

Purpose(s) of the Personal Data transfer and further processing

- Providing the Products or Service to Customer in accordance with the Agreement.

Appendix 2

SCC Modules – Optional Terms and Annexes

Part A – generally applicable additional terms to the SCCs

Only the following optional clause in the SCCs will apply:

- **Clause 7 (Optional docking clause).** This optional clause shall apply.
- **Clause 17 (Governing Law).** Irish law is the governing law for the SCCs.
- **Clause 18 (Choice of forum and jurisdiction).** The Irish courts will determine any disputes arising under the SCCs.
- **Annex 1A.** The full name, address and contact details of the Data Importer and the Data Exporter (as applicable) are as set out in the Agreement.
- **Annex 1B.** The relevant details are those set out in Appendix 1 (Description of Processing) to this DPA.

Part B – Module specific clauses

Module 1

- **Annex 1c – Supervision.** Where Vertex is the Data Exporter, the Data Protection Commission, Ireland, has supervisory authority. Where Customer is the Data Exporter, the competent supervisory authority is the supervisory authority applicable to Customer.
- **Annex II** –Where Vertex is the Data Exporter, the technical and organizational security measures are as described in the Security Exhibit. Where Customer is the Data Exporter, the technical and organizational security measures are the measures described in Annex II of Module 1 of the SCCs.

Module 2

- **Clause 9 – Use of Sub-Processors.** Option 2 (general written authorisation) applies here.
- **Annex 1c – Supervision.** The Data Protection Commission, Ireland, has supervisory authority.
- **Annex II** – The technical and organizational security measures are as described in the Security Exhibit.

Module 3

- **Clause 9 – Use of Sub-Processors.** Option 2 (general written authorisation) applies here.
- **Annex 1c – Supervision.** Where Vertex is the Data Exporter, the Data Protection Commission, Ireland, has supervisory authority. Where Customer is the Data Exporter, the competent supervisory authority is the supervisory authority applicable to Customer.
- **Annex II.** Where Vertex is the Data Exporter, the technical and organizational security measures are as described in the Security Exhibit. Where Customer is the Data Exporter, the technical and organizational security measures are the measures described in Annex II of Module 3 of the SCCs.

Appendix 3

Vertex as Controller

1. **Vertex as Controller.** As part of the performance of the Agreement and Customer's use of Products or Services, Vertex may collect, process, and retain Personal Data as a Controller pursuant to the Vertex Privacy Policy ("**VX Controller Personal Data**"). With respect to such VX Controller Personal Data:
 - 1.1 Vertex will handle and use VX Controller Personal Data in accordance with the handling and use practices described in the Vertex Privacy Policy;
 - 1.2 the following sections of the DPA shall not apply: Sections 4 (Details of Data Processing); 5 (Customer Instructions); 6 (Protection of Personal Data); 7 (Data Subject Requests); 8 (Sub-Processors); 10 (Audit); and 11 (Return or deletion of Customer Personal Data); and
 - 1.3 Customer shall make the Vertex Privacy Policy available to Data Subjects (including Customer and its Affiliates personnel) whose Personal Data is provided to Vertex or its Affiliates by Customer or its Affiliates.
2. **Independent Controllers.** Where the parties are determined to be independent Controllers of VX Controller Personal Data, the following terms will also apply:
 - 2.1 Customer will inform Vertex as soon as possible of any requests from Data Subjects regarding the exercise of their rights in relation to the processing of VX Controller Personal Data in connection with the Agreement. Customer shall provide reasonable assistance to Vertex to enable compliance with its obligations under Data Protection Laws. Notwithstanding the foregoing, Customer shall remain responsible itself for dealing with requests from Data Subjects in respect of such VX Controller Personal Data, to the extent that such requests are directed by the Data Subject to Customer (or any of its agents, employees, or sub-contractors).
 - 2.2 Customer shall notify Vertex immediately if Customer becomes aware of, or suspects: (a) any breach of this DPA; or (b) a Personal Data Breach which is likely to affect or invoke Vertex's obligations under Data Protection Laws.
 - 2.3 Customer shall document all Personal Data Breaches in accordance with Data Protection Laws and shall use reasonable endeavors to mitigate any damage suffered by a Data Subject in these circumstances.