

Vertex Staff Augmentation 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 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® Cloud Indirect Tax or Vertex® Indirect Tax O Series® (whichever solution applies to Customer, the “Vertex Solution”), as supplemented by the terms contained in this SOW. If Customer also uses a connector distributed by Vertex with the Vertex Solution, the Vertex Solution includes the connector.

1. SOW Term.

Unless otherwise provided in the Order referencing this SOW, the term of this SOW 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, this SOW 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. The Initial Term and all Renewal Terms are referred to as the “SOW Term.”

2. Description of services.

Vertex will provide remote consulting services to Customer in support of the Vertex Solution. These services will be provided by a team of consulting resources led by a single designated point of contact (“Vertex POC”) (each team member, a “Consultant”). Consultants shall perform ad hoc consulting tasks that are In-Scope Tasks (defined below) and provide related deliverables, as requested by Customer from time to time during the SOW Term. The number of Full Time Equivalent (“FTE”) workloads delivered by Consultants will be specified in the Order. If no number is specified, one (1) FTE workload will be delivered. One (1) FTE workload means seven and one-half (7 and 1/2) hours per day between 8:30 am and 5:00 pm prevailing local time of the Vertex POC, Monday to Friday, excluding Vertex holidays posted online at <https://community.vertexinc.com> (or other URL designated by Vertex) (the “Customer Support Portal”). Consultant availability at other times is subject to mutual agreement and may require up to three (3) weeks’ advance notice.

3. In-Scope Tasks.

“In-Scope Tasks” means the following tasks as they relate to the Vertex Solution, including all incidental sub-tasks and activities:

- Baseline the current implementation
- Assist with maintenance, testing, and troubleshooting
- Coordinate activities by Vertex Customer Support and Vertex account management resources
- Knowledge transfer, including prepare and maintain ad hoc solution-related documentation
- Prepare and maintain a work plan that defines key elements of the services described in this SOW, including any specific In-Scope Tasks and/or related deliverables (the “Work Plan”)
- Project governance, including facilitate and attend regular status meetings, and prepare status reports

Any specific In-Scope Tasks and/or related deliverables to be provided by Consultants under this SOW and any associated timelines will be mutually agreed by the Vertex POC and Customer in the Work Plan.

4. Engagement model.

Customer shall take reasonable steps to maintain a single point of contact to facilitate efficient communication between Customer and Vertex POC during the SOW Term. All error reports, requests, and other communications will be over agreed channels, subject to change as needed (e.g., e-mail, video conference, telephone, and instant message).

If Customer reports to Vertex POC an error encountered in its use of the Vertex Solution, Vertex POC shall acknowledge receipt and initiate troubleshooting activities within one (1) business day from the time of report. Consultants shall respond to all other requests within three (3) business days from the time of the request.

Customer acknowledges and agrees that reporting an error to Vertex POC is not a substitute for logging a support service request with Vertex Customer Support via the Customer Support Portal, and progress towards resolution may be delayed absent a support service request.

5. Consultants.

Except as otherwise provided in this Section with respect to the Vertex POC, Vertex may rotate Consultants on and off the delivery team in its reasonable discretion. Before designating a Consultant to provide services under this SOW, Vertex shall verify the Consultant's work eligibility, and ensure the Consultant has demonstrated expertise in standard functional and technical features and capabilities of the Vertex Solution. Consultants shall perform In-Scope Tasks and provide related deliverables in a professional and workmanlike manner, consistent with industry standards, and in material conformity with the Work Plan. Consultants shall fulfill and observe all reasonable security requirements, workforce guidelines, and instructions and directions issued by Customer, unless doing so would conflict with Consultants' obligations as employees of Vertex.

At any time, if Customer establishes that any Consultant is inadequate, unsatisfactory, or has failed to comply with applicable obligations, Customer shall advise Vertex and Vertex shall promptly take action to correct the situation. If Customer and Vertex agree to remove a Consultant from the delivery team, or if a Consultant is discharged or separated from Vertex employment, Vertex will promptly rotate a replacement onto the team or take other necessary steps to maintain continuity of service.

Except in cases of discharge or separation from Vertex employment, Vertex may not replace the Vertex POC during the Initial Term or any Renewal Term without Customer's prior consent, not to be unreasonably withheld or delayed. If the Vertex POC is discharged or separated from Vertex employment during the SOW Term, or is permitted by Customer to be replaced, Vertex shall designate a replacement Vertex POC within ten (10) days. Such replacement may serve on a temporary basis until a suitable full replacement is designated.

Consultants are employees of Vertex and shall be treated accordingly and not as employees of Customer. Vertex is responsible for Consultants' acts and omissions while providing services under this SOW. Vertex retains all rights to control the manner and means by which Consultants provide services under this SOW and Vertex is responsible for recruiting, screening, hiring, and discharging Consultants. Vertex also is responsible to (a) provide wages or other benefits to Consultants (including any legally required benefits); (b) make all appropriate tax, social security, Medicare, and other withholding deductions and payments with respect to Consultants; (c) provide worker's compensation insurance coverage for Consultants; (d) make all appropriate unemployment tax payments with respect to Consultants; and (e) take any additional actions legally required to establish that Consultants whose services are provided hereunder are employees of Vertex. Consultants are not entitled to participate in any Customer employee benefit plans, including pension, 401(k), profit sharing, retirement, deferred compensation, welfare, medical, health, group, insurance, disability, bonus, vacation pay, severance pay, and other similar plans, programs, and agreements.

6. Deliverable review.

Customer will review any deliverable received from a Consultant and, within ten (10) days of receipt (the "Review Period"), will notify the Consultant either that the deliverable is accepted or that the deliverable is rejected because it does not materially conform to the specifications described in the Work Plan or this SOW. Customer's rejection notice will specify in reasonable detail the nature and scope of the nonconformity. If Customer does not accept or reject a deliverable within the Review Period, the deliverable is deemed accepted. If Customer rejects a deliverable within the Review Period, the Consultant will have five (5) business days to correct the nonconformity and resubmit the deliverable to Customer for further review. This process will repeat until the deliverable is accepted.

7. Fees and Payment.

Vertex will provide the services described in this SOW on an annually recurring, subscription fee basis. The applicable fee is stated on the Order referencing this SOW. Unless otherwise provided in the Order, the fee is payable annually in advance. Invoices are subject to the same payment terms that apply to Vertex's invoices for the Vertex Solution. No expenses will be charged to Customer under this SOW.

Vertex charges an additional fee per Consultant per day for weekend/holiday coverage. Any Customer request for weekend/holiday coverage will be in writing (including email), and by submitting a request, Customer agrees to pay Vertex's invoice for weekend/holiday coverage if it is provided, at Vertex's then-current rates unless otherwise agreed by the parties.

8. Access.

Timely and appropriate access to the Vertex Solution and Customer's tax and technical personnel and network, systems, and data are necessary for Consultants to provide the services described in this SOW. By signing an Order referencing this SOW, Customer agrees to make its relevant personnel reasonably available to confer with Consultants at mutually convenient times, and to provide Consultants minimum necessary access to the Vertex Solution and Customer's network, systems, and data, solely to perform the services described in this SOW. Customer may remove any Consultant's access at any time, and Customer is responsible for removing such access when it is no longer required.

9. Exclusions.

The following tasks are not In-Scope Tasks and Consultants are not responsible for performing them:

- Activities relating to Customer's data, network, ERP, host system(s), or other applications or components that are not included within the Vertex Solution.
- Implementation, installation, and/or activation of Vertex Products or Services, including upgrades to the Vertex Solution.
- Development of enhancements, customizations, patches, or bug fixes.
- Business process activities relating to exemption certificates, reporting, or compliance.
- Tasks relating to the following specific tax regions, types, and/or content: Brazil, Argentina, Leasing, and Telecom.