



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”). 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 Customer’s use of Vertex Certificate Center (“Cert Center”), 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 SOW Term (defined below) or other subject matter of this SOW, this SOW will control.

1. SOW Term. The term of this SOW begins on the Effective Date 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 thirty (30) 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.” Notwithstanding the foregoing, either party may terminate this SOW for uncured breach as provided in the Agreement.

2. Description of Services. 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:

2.1 Validation. Vertex validates certificates Customer stores 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 weekly.

2.2 Collection. Vertex collects certificates and/or required certificate-related information (listed in Section 2.1) from third-party buyers whose certificates Customer manages in Cert Center. This collection activity is limited to certificates that are incomplete or expired. Using Cert Center reporting capabilities, Vertex will run weekly reports to identify certificates that are incomplete, 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 it makes a total of three (3) contact attempts. Vertex will upload into Cert Center all certificates collected from third-party buyers that the third-party buyers do not upload to Cert Center 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.

2.3 Reporting. Vertex will provide Customer periodic reporting on outcomes of Vertex’s validation and collection activities.

Vertex will perform the services described in this SOW remotely between 8:30 am and 5:00 pm ET each “Business Day,” which means Monday to Friday, excluding Vertex holidays posted online at <https://community.vertexinc.com> (or other URL designated by Vertex). Vertex will not travel to Customer’s premises under this SOW.

3. 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, Vertex Indirect Tax O Series®, or other Vertex tax engine integrated to Cert Center.

4. **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.

5. **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 Cert Center. No expenses will be charged to Customer under this SOW.

Fees for Certificate Service are based on the total number of exemption certificates serviced each twelve (12) month period during the SOW Term ("**Number of Certificates Serviced**"). A certificate is 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 SOW Term, Customer will be invoiced in arrears on a per-certificate basis in accordance with the pricing stated in the Order. Customer's fees for the next Renewal Term will be based on the appropriate Number of Certificates Serviced.

6. **Access.** Timely and appropriate access to Cert Center and Customer's tax and technical personnel and network, systems, and data are necessary for Vertex 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 Vertex at mutually convenient times, and to provide Vertex minimum necessary access to Cert Center and Customer's network, systems, and data, solely to perform the services described in this SOW. Customer may remove any Vertex's access at any time, and Customer is responsible for removing such access when it is no longer required.

Without limiting the generality of the foregoing, Vertex shall have 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.

7. **Acknowledgements.** Customer acknowledges that (a) Customer's Cert Center subscription must remain fully paid and not suspended during the SOW Term; and (b) 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.

8. **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.