



Vertex for eCommerce Start Service SOW

This Statement of Work (“**SOW**”) is between the Vertex entity (“**Vertex**”) and the customer entity (“**Customer**”) that sign an Order referencing this SOW. This SOW is effective when the Order is signed by both parties (the “**Effective Date**”). The Order will specify if this SOW is Gold, Silver, or Bronze. 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 for eCommerce (the “**Vertex Solution**”), 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 subject matter of this SOW, this SOW will control.

- 1. Description of Services.** Customer will integrate its financial system with the Vertex Solution. Vertex will partner with Customer to implement indirect tax compliance in the Vertex Solution according to Customer’s requirements. Vertex’s and Customer’s roles during the project are defined in the applicable RASCI table(s) set out in the Schedule to this SOW.

Vertex will perform the following tasks:

- Review Customer’s tax, functional, and business requirements.
- Consult with Customer during the design of Customer’s tax compliance process using the Vertex Solution.
- Consult with Customer during the configuration of the Vertex Solution.
- Provide functional training for the Vertex Solution.
- Consult with Customer during testing cycles.
- Provide go-live support during cutover.

Vertex will provide the following deliverables:

- Business requirements document.
- Testing plan.

- 2. Project Schedule and Change Orders.** Vertex will schedule Customer’s project on the later of the Effective Date or the date Customer completes registration for the Vertex Solution (as applicable). If Customer timely and reasonably fulfills its defined roles (including timely deliverable review and access to personnel, information, and systems, as required), Vertex will complete this SOW within ninety (90) days after the scheduled start date for Customer’s project (the “**SOW End Date**”). If the SOW is not complete or not expected to be complete before the SOW End Date because of Customer’s delay, suspension, or other reason beyond Vertex’s control, a mutually agreed written change order (including email) is required.
- 3. Project Execution.** Vertex will perform the services described in this SOW remotely between 8:30 am and 5:00 pm prevailing local time of the Vertex resource assigned each “**Business Day**,” which means Monday to Friday, but excluding Vertex holidays posted online at <https://community.vertexinc.com> (or other URL designated by Vertex) and any public holidays where the assigned Vertex resource resides. Vertex will not travel to Customer’s premises under this SOW.
- 4. Deliverable Review.** Customer will review any deliverable received from Vertex and, within ten (10) days of receipt (the “**Review Period**”), will notify Vertex either that the deliverable is accepted or that the deliverable is rejected because it does not materially conform to the specifications described in 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, Vertex 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.

- 5. Fees and Payment.** Vertex will perform the services described in this SOW on a firm fixed fee basis. The applicable fee is stated on the Order referencing this SOW. Vertex will invoice Customer for the full amount of the fee on or after the Effective Date. 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, and such availability may require up to three (3) weeks' advance notice. 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.

- 6. Access.** Timely and appropriate access to the Vertex Solution 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 the Vertex Solution and Customer's network, systems, and data, solely to perform the services described in this SOW. Customer may remove any Vertex access at any time, and Customer is responsible for removing such access when it is no longer required.

Schedule

Vertex for eCommerce RASCI

A. If Customer’s subscription to Vertex for eCommerce includes Tax Determination, the following RASCI will apply for all enabled Regions except the United States:

Vertex for eCommerce Start Service – Tax Determination RASCI				
R – Responsible A – Accountable S – Support C – Consulted I – Informed				
	Project Task	Vertex	Customer Tax	Customer IT
Governance	Schedule a project kickoff meeting	R	A	S
	Create an implementation work plan	S	R/A	A
	Create and maintain a master project resource contact list	S	R	R
	Create a communication plan and communication protocol	S	A	R
	Create the escalation and remediation policies	S	R/A	R
Blueprint	Conduct discovery workshop (functional requirements gathering)	R	A	S
	Review material master data and determine taxability mapping	I	R	S
	Identify and document Customer tax requirements	I	R/A	S
	Identify and document technical requirements	I	S	R
	Identify and document reporting requirements	S	R	I
	Identify and document business process flows	S	I	R
	Define process for managing open orders and invoices	I	R	S
	Create a solution document defining Vertex for eCommerce configuration	R	S/A	R
Realization	Conduct design workshops	R	A	S
	API connection development for calculate, store, and refund APIs	C	I	R
	Configuration of Vertex for eCommerce based on the solution document	R	R/A	S
	Preparation of test plan for tax calculation testing	R	S	S
	Perform integration testing	C	S	R
	Perform user acceptance testing	S	R	S
	Test report configuration	C	R	S
	Perform functional training of the Vertex for eCommerce solution	S	R	S
Transition	Create a transition plan for migration from non-prod to prod	S	A	R
	Go-live support	R	R	R
	Post go-live support	I	R	R
	Post-Implementation review	I	R	R

B. If Customer’s subscription to Vertex for eCommerce includes the United States as an enabled Region for Tax Determination, the following RASCI will apply:

Vertex for eCommerce Start Service – Tax Determination RASCI for United States Enablement				
R – Responsible A – Accountable S – Support C – Consulted I – Informed				
	Project Task	Vertex	Customer Tax	Customer IT
Governance	Schedule a project kickoff meeting	R	A	S
	Create an implementation work plan	S	R/A	A
	Create and maintain a master project resource contact list	S	R	R
	Create a communication plan and communication protocol	S	A	R
	Create the escalation and remediation policies	S	R/A	R
Blueprint	Conduct discovery workshop (functional requirements gathering)	R	A	S
	Provide Vertex taxability matrix to Customer	R	I	I
	Identify and document Customer tax requirements	I	R/A	S
	Setup Vertex tax engine based on Customer provided taxability	R	S	I
	Perform testing of taxability returned by Vertex tax engine and document results in a test plan	R	I	I
Realization	Vertex for eCommerce Calculate API connection development	C	I	R
	Perform taxability testing based on test plan provided by Vertex	I	A/R	R
	Perform user acceptance testing	S	A	R
	Create a transition plan for migration from non-prod to prod	S	A	R
Transition	Go-live support	R	R	R
	Post go-live support	I	R	R
	Post-Implementation review	I	R	R

C. If Customer’s subscription to Vertex for eCommerce includes Vertex InvoiceIQ, the following RASCI will apply:

Vertex for eCommerce Start Service – Vertex InvoiceIQ RASCI				
R – Responsible A – Accountable S – Support C – Consulted I – Informed				
	Project Task	Vertex	Customer Tax	Customer IT
Governance	Schedule a project kickoff meeting	R	A	S
	Create an implementation work plan	S	R/A	A
	Create and maintain a master project resource contact list	S	R	R
	Create a communication plan and communication protocol	S	A	R
	Create the escalation and remediation policies	S	R/A	R
Blueprint	Conduct discovery workshop (functional requirements gathering)	R	A	S
	Review data needed to generate an invoice and its source	S	R	S
	Setup Customer invoice on Vertex for eCommerce Dashboard	S	R	S
	Identify and document required invoice fields	I	S	R
	Identify and document business process flows	S	R	S
	Define process for managing refunds and credit notes	I	R	S
	Create a solution document defining Vertex for eCommerce configuration for InvoiceIQ	R	S/A	R
Realization	Vertex for eCommerce API connector development for InvoiceIQ	C	I	R
	Configuration of Vertex for eCommerce based on the solution document	R	R/A	S
	Perform Integration testing	C	S	R
	Perform user acceptance testing	S	R	S
	Perform functional training of the Vertex for eCommerce solution	S	R	S
	Create a transition plan for cutover from non-production to production	S	A	R
Transition	Go-live support	R	R	R
	Post go-live support	I	R	R
	Post-Implementation review	I	R	R

D. If Customer’s subscription to Vertex for eCommerce includes Vertex Validator, the following RASCI will apply:

Vertex for eCommerce Start Service – Vertex Validator RASCI				
R – Responsible A – Accountable S – Support C – Consulted I – Informed				
	Project Task	Vertex	Customer Tax	Customer IT
Governance	Schedule a project kickoff meeting	R	A	S
	Create an implementation work plan	S	R/A	A
	Create and maintain a master project resource contact list	S	R	R
	Create a communication plan and communication protocol	S	A	R
	Create the escalation and remediation policies	S	R/A	R
Blueprint	Conduct discovery workshop (Functional Req. gathering)	R	A	S
	Review data needed to validate a tax number and its source	C	A	S
	Identify validation requirements for each country in scope	C	R	I
	Identify and document technical requirements	I	S	R
	Identify and document business process flows	I	A	R
	Create a solution document defining Vertex Validator Configuration	R	S/A	R
	Conduct design workshops	R	A	S
Realization	Vertex for eCommerce Validate API connector development	C	I	R
	Configuration of Vertex for eCommerce based on the solution document	R	A/R	R
	Perform Integration testing	C	S	R
	Perform User Acceptance testing	S	A	R
	Perform functional training of the Vertex for eCommerce solution (train the trainer)	S	A	S
	Create a transition plan for migration from non-production to production	S	A	R
Transition	Go-live support	R	R	R
	Post go-live support	I	R	R
	Post-Implementation review	I	R	R

E. If Customer’s subscription to Vertex for eCommerce includes E-Invoicing Per E GUI Taiwan, the following RASCI will apply:

Vertex for eCommerce Start Service – E-Invoicing Per E GUI Taiwan				
R – Responsible A – Accountable S – Support C – Consulted I – Informed				
	Project Task	Vertex	Customer Tax	Customer IT
Governance	Schedule a project kickoff meeting	R	A	S
	Create an implementation work plan	S	R/A	A
	Create and maintain a master project resource contact list	I	R	R
	Create a communication plan and communication protocol	I	R	R
	Create the escalation and remediation policies	S	R/A	R
Blueprint	Conduct discovery workshop (functional requirements gathering)	R	A	S
	Review material master data and determine taxability mapping	I	R	S
	Identify and document Customer tax requirements	I	R/A	S
	Identify and document technical requirements	C	S	R
	Identify and document reporting requirements	C	R	I
	Identify and document business process flows	S	I	R
	Define process for managing open orders and invoices	C	S	R
	Create a solution document defining the Vertex for eCommerce configuration	R	S/A	S
	Conduct design workshops	R	A	S
	Registers with Taiwan Ministry of Finance (“MoF”) as a foreign supplier to file their VAT return	S	R	S
	Complete and sign required letters and authorization forms	S	R	S
	Submit signed and completed required letters and authorizations to MoF via Trade-Van	R	S	S
	Customer applies for eGui numbers within the Taiwanese Ministry of Finance eTax portal	S	R	S
	Vertex uploads all ranges in the test Trade-Van platform	R	I	S
	Vertex allocates to Customer ranges taken from the Vertex test pool in the Admin account	R	I	S
	Vertex uploads the live ranges for Customer in the Trade-Van platform	R	I	S
	Vertex uploads the live ranges to the Vertex for eCommerce Admin Customer account	R	I	S

Vertex for eCommerce Start Service – E-Invoicing Per E GUI Taiwan				
R – Responsible A – Accountable S – Support C – Consulted I – Informed				
	Project Task	Vertex	Customer Tax	Customer IT
Realization	API connector development	C	I	R
	Configuration of Vertex for eCommerce based on the solution document	R	R/A	S
	Develop test plans for integration testing and user acceptance testing	S	R	R
	Perform integration testing	C	S	R
	Perform user acceptance testing	S	A	R
	Test report configuration	C	R	S
	Perform functional training of the Vertex for eCommerce solution	S	A	S
	Create a transition plan for cutover from non-production to production	S	A	R
Transition	Go-live support	R	R	R
	Post go-live support	I	R	R
	Post-Implementation review	I	R	R