



## Vertex for Marketplaces 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 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 Marketplaces (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 relevant systems with the Vertex Solution. Vertex will partner with Customer to implement the Vertex Solution according to Customer’s requirements. Vertex’s and Customer’s roles during the project are defined in the attached RASCI table.

Vertex will perform the following tasks:

- Review Customer’s tax, functional, and business requirements 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 validation of production with sandbox results.

Vertex will provide the following deliverable:

- Solution document.

- 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. Additional fees may apply.
- 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. This fee is subject to the volumes, units of measure, and other parameters specified in the Order. If Customer's project exceeds any specified value, Customer shall sign an appropriate change order (additional fees may apply). For these purposes, the following definitions shall apply:
- **"Number of Additional API Connections"** means the number of API connections to the Vertex Solution in addition to the single API connection that is included as part of this SOW.
  - **"Number of Connectors"** means the number of connectors Vertex will implement, configure, and test as part of 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.

Vertex for Marketplaces Start Service – 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	S
	Create and maintain a master project resource contact list	S	R/A	S
	Create a communication plan and communication protocol	S	R/A	S
	Create the escalation and remediation policies	S	R/A	S
Blueprint	Conduct discovery workshop (functional requirements and business flows)	R	A	S
	Identify and document Customer tax requirements	I	R	A
	Identify and document technical requirements	R	A	A
	Identify and document reporting requirements	S/R	A	I
	Define process for managing open orders and invoices	R	A	S
	Set up Vertex tax engine based on Customer provided taxability	R	A	A
	Review and identify data needed to generate an invoice and its source	A	S	R
	Set up Customer invoice templates on Vertex for Marketplaces dashboard	R	A	I
	Define process for managing refunds and credit notes	R	S/A	I
	Review data needed to validate a tax number and its source	S	R/A	A
	Identify validation requirements for each country in scope	R	A	I
	Review sandbox and production configurations for consistency	R	A	A
	Create a solution document defining Vertex for Marketplaces configuration	R	I	I
	Realization	API connection for Vertex for Marketplaces (various endpoints)	R	S
Configuration of Vertex for Marketplaces based on the solution document		R	A	A
Perform integration testing		R	S	R/A
Perform user acceptance testing		S	A	R
Perform functional training of Vertex for Marketplaces (train the trainer)		R	I	S
Validate production results with sandbox results		S	A	R

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	Project Task	Vertex	Customer Tax	Customer IT
Transition	Go-live support	R	R	R
	Post go-live support	I	R	R
	Post-Implementation review	I	R	R