



Vertex Indirect Tax Returns Start 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 Indirect Tax Returns delivered via FTP or On Demand (“VITR”), 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 implement VITR and Vertex will partner with Customer to implement VITR according to Customer’s requirements. Vertex’s and Customer’s roles during the project are defined in the RASCI table below.

Vertex will perform the following tasks:

- Configuration
 - Company hierarchy (company/division/departments)
 - Tax Data Settings (based on import data)
 - Tax Data Import Settings
 - Returns (based on filing requirements)
 - Settings (Returns/Payment Request)
 - General Ledger (based on ledger structure) (if applicable)
 - Assist with the load of monthly tax extract (text files) and manual spreadsheets for importing into VITR
 - Knowledge Transfer (training) on VITR
 - Test import of tax data (test data)
 - Initial generation of tax returns based on test import
- 2. Project Schedule and Change Orders.** Vertex will schedule the start date for Customer’s project on the later of the Effective Date or the date Vertex grants Customer access to VITR (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 9:00 am and 8:00 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.
 - 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 volume and units of measure specified in the Order. If Customer's project exceeds the specified volume, Customer shall sign an Order to increase the volume. For these purposes, the following unit of measure definitions shall apply:
- **"Number of NonVertex Import Files"** means the total number of files to be imported into VITR that do not originate from a Vertex source application.
 - **"Number of General Ledger Setups Per Taxpayer"** means the total number of general ledger accounts to be created in VITR per taxpayer.
 - **"Number of Taxpayers"** means the total number of taxpayers to be configured in VITR.

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 VITR. 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 VITR 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 VITR 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 Indirect Tax Returns 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	I
	Create an implementation work plan for VITR	S	A	I
	Create and maintain a master project resource contact list	S	R	I
	Create a communication plan and communication protocol	S	A	A
	Create the escalation and remediation policies	S	R	A
Blueprint	Conduct discovery workshop (requirements gathering for returns compliance)	R	A	S
	Identify and document Customer’s VITR requirements	S	A	S
	Review Customer data import files	S	A	S
Realization	Import data into VITR	A	R	I
	Perform tax return testing based on test plan	C	R	R
	Perform user acceptance testing	C	A	R
	Create a transition plan for migration from non-prod to prod	S	A	A
Transition	Go-live support	S	A	R
	Post go-live support	I	R	R
	Post-Implementation review	I	R	R