



Vertex System Health Check 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 Cloud Indirect Tax or Vertex Indirect Tax O Series® (whichever solution applies to Customer, 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. Vertex will conduct a functional and technical health check of the Vertex Solution. If Vertex identifies actions Customer can take that are likely to improve performance of the Vertex Solution, Vertex will deliver its recommendations at the conclusion of the health check. The health check includes the following tasks:

1.1 Functional. Vertex will confer with Customer and review the following configuration data (as applicable) to identify Customer’s functional requirements:

- Taxpayers
- Taxability drivers/mappings
- Customer exemptions
- Tax rules
 - Tax Assist rules
 - User-defined rules
- Configuration parameters
- Scheduled jobs
 - Tax Data Exports
 - Tax Journal Exports
 - Purging of reports
- Users

1.2 Technical. Vertex will confer with Customer and review the following technical data (as applicable) to discover whether there are actions Customer can take to improve performance of the Vertex Solution:

- Customer’s technical operating environment and setup
- Database setup and configuration
- Application settings
- Logs
- Transaction volumes

1.3 Deliverables. Vertex will provide the following deliverables:

- Solution Discovery document that includes an overview of Customer’s functional requirements and actions recommended by Vertex that are likely to improve performance of the Vertex Solution.
- Technical Evaluation document that includes an overview of any mitigable technical issues identified by Vertex and actions recommended by Vertex that are likely to improve performance of the Vertex Solution.

2. Project Schedule and Change Orders. Vertex will schedule the start date for Customer’s project after the Effective Date. 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, 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. 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.
7. **Acknowledgements.** Customer acknowledges that Vertex's recommendations delivered under this SOW are not guarantees of future results and may include purchasing additional Products or Services from Vertex or third parties (if applicable). If ordered by Customer, any such Products or Services and associated fees will be covered by separate SOW or Order, as applicable. Such purchases may be intended to conform Customer's data to an applicable format or increase the capacity of the Vertex Solution beyond its base, default, or prior recommended capacity. Except as otherwise agreed by Vertex with respect to the Vertex Solution or other Vertex Products or Services, Vertex assumes no responsibility for deficiencies in performance of the Vertex Solution by recommending such purchases.
8. **Exclusions.** Except as otherwise provided in this SOW, the following tasks are excluded from this SOW:
 - Activities relating to components that are not included in the Vertex Solution, such as Customer's data, network, ERP, host system(s), other applications, and any connector Customer uses to transfer data from its system(s) to the Vertex Solution.
 - Licensing, delivery, implementation, installation, and/or activation of Vertex Products or Services, including upgrades to the Vertex Solution.