



Vertex Release Testing Service SOW (Basic)

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 O Series® delivered via On Demand (the “**O Series On Demand**”), 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 will provide functional testing of pre-release O Series On Demand Service Releases (“**SRs**”). This testing will be performed approximately two (2) weeks before an SR is made generally available to all O Series On Demand customers. This service will include the following for each SR:
 - Import a copy of Customer’s production tax configuration data to the testing environment.
 - Transaction testing of up to two-hundred fifty (250) transactions derived from data previously stored in Customer’s O Series On Demand environment.
 - Access to an exception report that shows transaction testing results.
 - Access to Vertex consultants, who will provide analysis regarding transaction testing results.
 - Troubleshooting to assist in resolving issues identified in the exception report and, if needed, developing a plan to address any critical issues identified during the transaction testing.

For each SR, Vertex will provide a work plan and exception report, and facilitate a consultative session to review the testing results.

- 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. Fees and Payment.** Vertex will perform 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 O Series On Demand. 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.

- 5. Access.** Timely and appropriate access to O Series On Demand 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 O Series On Demand 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.

6. **Acknowledgements.** In connection with its performance under this SOW, Vertex will provide Customer read-only access to the O Series On Demand testing environment. The testing environment is AS IS and AS AVAILABLE and neither the Service Level Exhibit nor any other warranty or service level applies to the testing environment. All data processed in the testing environment is considered disposable and subject to loss. Regardless of any SR testing outcomes, Vertex will apply SRs to O Series On Demand in its sole discretion.
7. **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 O Series On Demand, 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 O Series On Demand.
 - Licensing, delivery, implementation, installation, and/or activation of Vertex Products or Services, including upgrades to O Series On Demand.