



Solution Provider Supplemental Terms and Conditions

These Solution Provider Supplemental Terms and Conditions (“SPTC”) supplement the Standard Terms and Conditions for Partners identified by Vertex in an Order as a Solution Provider. Any capitalized terms not defined herein have the meaning indicated in the Standard Terms and Conditions.

1. **Term.** If not stated in an Order, the term is the same as stated in the Agreement.
2. **Referral Process.** Solution Provider shall provide Vertex via email, or any other communication mechanism as directed by Vertex, the contact information for each sales opportunity. Vertex will notify Solution Provider if such opportunity is not a qualified referral. An opportunity may be determined to be a non-qualified referral for any reason, including (i) the opportunity was previously provided to Vertex by another entity, reseller, or representative of Vertex in the 12 months prior to Solution Provider’s registration; (ii) the opportunity is for an entity that is already a customer of Vertex for the Solution; (iii) Solution Provider has failed to follow these SPTC. For clarity, a single Customer may be the subject of multiple opportunities referred to or registered by multiple entities, resellers, or other representatives, e.g., Solution Provider may identify a sales opportunity for one division of a Customer and another entity may identify a sales opportunity for another division of the same Customer. In this instance the Solution Provider that first referred the sales opportunity will be the only Solution Provider eligible to receive Compensation.
3. **Compensation.** If Solution Provider provides Vertex with a qualified referral and that qualified referral results in a fully executed End User Agreement with Vertex, then within forty-five (45) days of the end of each calendar quarter Vertex shall pay to Solution Provider the percentage of Revenue set forth in the Solution Provider Program Guide for the Solution Provider’s Tier, which is collected by Vertex during said calendar quarter. “Revenue” solely means the licensing fees Vertex receives from its Customers for such Customer’s use of the Solution during the previous quarter resulting from the qualified referrals by Solution Provider (whether or not originated during such quarter) pursuant to the Referral Process. Revenue does not include ancillary fees such as per support call fees, wire fees, NSF fees, amended return fees, rollback fees, specialty configuration fees, implementation or consulting fees and such other fees paid to Vertex that constitute additional services or expenses performed or incurred by Vertex in the normal course of providing the Solution to Customers above and beyond the licensing fee.
4. **Affiliate Referrals.** Any referral fees, commissions, or other compensation arising from referrals made by any Affiliate of Solution Provider shall be earned by and paid solely to Solution Provider as the contracting and signing party to this Agreement. No Affiliate shall have any direct or indirect right to receive payment from Vertex under this Agreement. If an Affiliate seeks to receive referral fees or other compensation directly from Vertex, such Affiliate must enter into its own separate written agreement with Vertex governing such referrals and compensation.
5. **Marketing Development Fund.** Solution Providers that are eligible to participate in the Marketing Development Fund as set forth in the Global Partner Program Guide are subject to the Marketing Development Fund Supplemental Terms and Conditions.
6. **Personal Data.** Vertex shall store Solution Provider’s contact information and will protect it in accordance with applicable law. Vertex will use the personal contact information of Solution Provider solely for its internal business purposes and to fulfill its obligations. Solution Provider represents, warrants, and covenants that, prior to submitting any contact information for a sales opportunity, Solution Provider has (a) provided the individual with clear and conspicuous notice that Solution Provider will share their personal data with Vertex for Vertex’s outreach and sales opportunity follow up regarding Vertex’s products and services; and (b) obtained all legally required consent to collect, use, and disclose their personal data for such purposes (including, where required, consent to receive marketing communications). Solution Provider further represents and warrants that its collection and disclosure of personal data to Vertex does not violate any applicable law or regulation and does not breach any obligation Solution Provider owes to the individual or third party. Solution Provider shall maintain complete and accurate records evidencing the notice provided and consents/permissions obtained for each individual, including: (a) date/time consent was obtained; (b)



method (web form, email, written, event badge scan, etc.); (c) the specific disclosure language presented; and (d) any preferences/opt-outs expressed by the individual. Solution Provider will promptly and in any event within forty-eight (48) hours notify Vertex of any opt-out, withdrawal of consent, or do-not-contact request of which Solution Provider becomes aware. Solution Provider will not re-submit any data for an individual that has opted out or withdrawn consent unless and until Solution Provider renewed consent where permitted by law.