



## Vertex Start Service – Silver 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® delivered via On Demand or Cloud (whichever Cloud-based Service 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.** Customer will integrate its financial system with the Vertex Solution. Vertex will partner with Customer to implement indirect tax compliance in the Vertex Solution 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:

- Review Customer’s tax, functional, and business requirements.
  - Consult with Customer during the design of Customer’s tax compliance process using the Vertex Solution.
  - Consult with Customer during the configuration of the Vertex Solution.
  - Consult with Customer during installation of any Vertex-supplied connector between Customer’s host financial system and the Vertex Solution (except for Excluded Connectors, defined in Section 8).
  - Provide functional training for the Vertex Solution.
  - Consult with Customer during testing cycles.
  - Provide go-live support during cutover.
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 Customer completes registration for or is granted access to 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 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. 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. **Excluded Tasks.** The following tasks are excluded from this SOW:

- Tasks relating to Customer's data, network, ERP, host system(s), or other applications or components that are not included within the Vertex Solution.
- Development of enhancements, customizations, patches, or bug fixes.
- Business process activities relating to exemption certificates, reporting, or compliance.
- Tasks relating to the following specific tax regions, types, and/or content: Brazil, Argentina, Leasing, and Telecom.

8. **Excluded Connectors.** Connectors and integrations to the following financial systems, whether provided by Vertex or a third party ("**Excluded Connectors**"), are excluded from this SOW:

- JD Edwards®
- PeopleSoft®
- Oracle® Cloud ERP
- Oracle® R12
- SAP® ECC
- SAP® S/4HANA®
- Workday®

Vertex Start Service – Silver SOW 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 and maintain a master project resource contact list	R	S	S
	Create a communication plan and communication protocol	R	S	S
	Create the escalation and remediation policies	R	S	S
Blueprint	Conduct discovery workshop (Functional Req. gathering)	C	R	I
	Review material master data and determine taxability mapping	C	A	R
	Identify and document tax requirements for each business entity	C	R	I
	Identify and document Technical Requirements	I	S	R
	Identify and document Security Requirements	C	A	R
	Identify and document Reporting Requirements	C	R	I
	Identify and document business process flows	C	I	R
	Review and define process for adding Exemption Certificates	R	A	S
	Define process for managing open orders and invoices	C	S	R
	Create a solution document defining Vertex Configuration	S	R	R
	Conduct design workshops	S	R	R
	Installation of Vertex Supplied connector	C	I	R
Realization	Configuration of Vertex based on the solution document	C	R	I
	Configuration of prof. calc and Returns	C	R, A	I
	Test communication of Vertex to Financial application	C	I	R
	Perform Unit testing of Vertex tax configuration	C	A	R
	Perform Integration testing	C	S	R
	Perform User Acceptance testing	C	A	R
	Perform mock month-end close	C	R	C
	Test report configuration	C	R	I
	Perform functional training of the Vertex software	R	A	S
	Create a transition plan for migration from non-prod to prod	C	A	R
	Go-live support	R	R	R
Transition	Post go-live support	I	R	R
	Post-Implementation review	I	R	R