



## Vertex Certificate Center 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 Certificate Center (“**Cert Center**”), 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 Cert Center and Vertex will partner with Customer to implement Cert Center according to Customer’s requirements. Vertex’s and Customer’s roles during the project are defined in the RASCI table below.

Vertex will assist with the following tasks:

- Cert Center Synchronization Setup
- Creation of Basic Button Code Script Delivery
- Connector Credential Configuration
- A full walk through on usage of Cert Center, including:
  - How to create single record via UI
  - How to manage bulk upload imports
  - How to configure domain

2. **Project Schedule and Change Orders.** Vertex will schedule the start date for Customer’s project on the Effective Date or the date Vertex grants Customer access to Cert Center (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 payment terms stated on the Order. 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 Cert Center 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 Cert Center 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 Certificate Center Start Service SOW – RASCI

R – Responsible | A – Accountable | S – Support | C – Consulted | I – Informed

Project Task	Vertex	Customer Tax	Customer IT
<b>Pre-Kickoff Call Discovery</b>			
Verify Solution (What Products Are In Scope)			
- Cert Center	R	I	I
Hosted By			
- Customer ( <i>Customer Web Developer Required</i> ) - Cert Center option only	R	I	I
Establish Project Start and End date	R	C	I
Provide RASCI	R	C	I
Cert Center Test Connection Needed? (Requires Additional License)	R	C	I
<b>Kickoff Call with Customer</b>			
Review Roles and Responsibilities	R	R	I
Establish Primary Contact/Project Lead/Web Developer	R	R	R
Grant PSO Consultant Access to ECW/Cert. Center	R	R	I
Expectations for Certificate Mgmt. Service and Deliverables	A	I	I
Managed Services Organization (MSO) Team Involved?	A	R	I
URL Activation Complete?	A	R	I
Provide Vertex Community Documentation Links	A	I	I
<b>Configuration Call - Cert Center</b>			
UI Walkthrough	R	I	I
Usage of Bulk Upload for Existing Certificates and/or Customer	R	I	I
Connector Credential Configuration			
- O Series	A	I	R
- ECW	A	I	R
O Series Cert Center Synchronization Setup			
- O Series > System > Administration > Settings > Cert Center	A	I	R
- Client ID	A	I	R
- Client Secret	A	I	R
- Enable Sync	A	I	R
Cert Center Verification of Tax Component Sync.	A	R	R
Set up Taxpayer/Seller in Cert. Center UI	A	R	R

Project Task	Vertex	Customer Tax	Customer IT
Basic Button Code Script Delivery ( <i>Customer Web Developer Required</i> )			
Code Review	A	R	R
- Seller Code	A	R	R
- Buyer code	A	R	R
- Partition UUID	A	R	R
- Discuss Action (Create vs Edit)	A	R	R
- Verify Client ID & Secret	A	R	R
- Verify URLs	A	R	R
- Verify Grant Type and Scope	A	R	R
Discuss Optional Fields	A	R	R
<b>Configuration Call - ECW</b>			
UI Walkthrough	R	I	I
Connector Credential Configuration			
- O Series	A	R	R
- ECW	A	R	R
Vertex Configuration File (vertex.cfg) Setup	R	I	I
Basic Button Code Script Delivery ( <i>Customer Web Developer Required</i> )			
Code Review	A	R	R
- Seller Code	A	R	R
- Buyer code	A	R	R
- Client code	A	R	R
- Partition UUID	A	R	R
- Discuss Action (Create vs Edit)	A	R	R
- Verify Client ID & Secret	A	R	R
- Verify URLs	A	R	R
- Verify Grant Type and Scope	A	R	R
Discuss Optional Fields	A	R	R
Usage of Bulk Upload for Existing Certificates	A	R	R
Obtain O Series About Page	A	R	R
<b>Deliverable Review</b>			
Provide Solution Documentation (If Applicable)	R	I	I
Weekly Time Report	R	I	I