Vertex Customer Agreement

Standard Terms

These Standard Terms, Exhibits, and Data Processing Addendum (collectively, the "**Vertex Customer Agreement**" or the "**Agreement**") govern Customer's use of Products and Services ordered from Vertex. Each Order that references the Vertex Customer Agreement is governed by the Agreement and any Supplemental Terms referred to in the Order.

1. **Definitions.** These definitions apply to terms that appear throughout the Agreement. Other capitalized terms are defined elsewhere in the Standard Terms or the Exhibits.

    1.1 "**Affiliate**" means an entity controlling a party, controlled by a party, or under common control with a party, where "control" means the direct or indirect ownership of, or the power to vote, more than fifty percent (50%) of the voting stock, shares, or interests of such entity, excluding "**Excluded Affiliates**." An entity is an Excluded Affiliate if it is engaged primarily in private equity or venture capital or is an Affiliate of a party solely because it is under common control by such an entity.

    1.2 "**Applicable Law**" means laws, regulations, orders, and other governmental directives with the force of law that apply to a party in its performance of obligations or exercise of rights under the Agreement.

    1.3 "**Claim**" means a claim, demand, lawsuit, or other legal proceeding brought against an Indemnified Party.

    1.4 "**Cloud-based Service**" means a software application made available by Vertex via the internet for online access, and all applicable database content, Updates, and Enhancements, which an Order specifies as being delivered via On Demand or Cloud.

    1.5 "**Customer**" means the entity designated as Customer in an Order.

    1.6 "**Customer Data**" means data transferred by or on behalf of Customer or its Affiliates for processing or storage to a Vertex repository in connection with any Product or Service and any derivatives based on or modifications to such data. Customer Data includes output derived from Customer Data that Customer or Affiliates generate using the Product or Service.

    1.7 "**Customer Support Exhibit**" means the Customer Support Exhibit published on the Vertex website, which describes Vertex's technical support and training services ("**Support Services**").

    1.8 "**Customer Support Portal**" means Vertex's online portal at https://community.vertexinc.com (or other URL designated by Vertex), where Customer may log and track support service requests; access Documentation, Products, and Product Updates; and consult available self-service resources.

    1.9 "**Data Processing Addendum**" means the Data Processing Addendum published on the Vertex website, which describes Vertex's and Customer's rights and obligations relating to data processing.

    1.10 "**Deliverable**" means any document or item prepared by Vertex and delivered to Customer under an SOW and other results of Vertex Professional Services specified as Deliverables in an SOW.

    1.11 "**Documentation**" means current versions of Vertex manuals, guides, knowledge articles, tutorials, videos, and other technical and instructional material relating to a Product or Service that Vertex generally makes available to customers that have ordered the Product or Service.

    1.12 "**Exhibit**" means any exhibit referred to in these Standard Terms.

    1.13 "**Indemnified Party**" means, with respect to either Vertex or Customer, the applicable party that is subject to a Claim and its Affiliates, and their directors, officers, and employees.

    1.14 "**Losses**" means damages, liabilities, costs, and expenses (including reasonable attorney fees and expenses).

1.15 "**Malware**" means any virus, worm, time bomb, Trojan horse, or other malicious programming, the purpose of which is to wrongfully disrupt, damage, alter, access, or interfere with the use or operation of any software, firmware, hardware, or data.

1.16 "**Order**" means an order, SOW, or other document specifying Products or Services Vertex will provide, applicable fees, currency, and other agreed commercial terms that Vertex and Customer sign.

1.17 "**Outsourcing Services Exhibit**" means the Outsourcing Services Exhibit published on the Vertex website, which describes Vertex's business process outsourcing services ("**Outsourcing Services**").

1.18 "**Personal Data**" means any information relating to an identified or identifiable natural person, including "personal data," "personally identifiable information," "personal information," and other equivalent types of information defined under Applicable Law relating to data protection and privacy.

1.19 "**Product**" means a software application distributed by Vertex, and all applicable database content, Updates, and Enhancements, which an Order specifies as being delivered via FTP.

1.20 "**Professional Services**" means installation, implementation, configuration, and other professional consulting services described in a statement of work that Vertex and Customer sign or is referenced in an Order or the Terms of Use Exhibit ("**SOW**").

1.21 "**Security Exhibit**" means the Security Exhibit published on the Vertex website, which describes technical, organizational, and physical controls maintained by Vertex to protect Customer Data.

1.22 "**Service**" means a Vertex service referred to in the Agreement or specified in an Order, including Professional Services, Cloud-based Services, Outsourcing Services, and Support Services.

1.23 "**Service Level Exhibit**" means the Service Level Exhibit published on the Vertex website, which describes availability service levels for Vertex's Cloud-based Services.

1.24 "**Supplemental Terms**" means additional terms included in or referenced in an Order.

1.25 "**Terms of Use Exhibit**" means the Terms of Use Exhibit published on the Vertex website, which describes fees Vertex charges and rights Vertex grants for Products and Services.

1.26 "**Update**" means, for each Product or Cloud-based Service, any standard or hot fix, patch, or minor update or major upgrade to software, and any update to database content, that Vertex in its discretion makes available to customers that have ordered the Product or Cloud-based Service without additional charge. Update does not include any database content or Product or Cloud-based Service feature or capability that Vertex makes available for additional charge (any such content, feature, or capability excluded from "Update," an "**Enhancement**," which Customer may order in the same manner as other Products and Services).

1.27 "**Vertex**" means **Vertex, Inc.**, a Delaware corporation, or the Affiliate of Vertex, Inc., which the Order designates as the selling and signing entity.

1.28 "**Vertex website**" means https://www.vertexinc.com/vertex-legal (or other URL designated by Vertex).

2. **Agreement Structure.**

2.1 **Orders.** Vertex shall provide all Products and Services specified in each Order in accordance with this Agreement. Vertex or one of its Affiliates (the "**Vertex Entity**") and Customer or one of its Affiliates (the "**Customer Entity**") may sign an Order under the Agreement. Each Order represents a separate contract, governed by the Agreement, between the Vertex Entity and Customer Entity, and each of those parties is solely liable for performance of its obligations under the Order. If Vertex and Customer refer to the Agreement in a subsequent Order between them or their Affiliates, it will govern that subsequent Order.

2.2 **Precedence.** Conflicts or inconsistencies between the documents comprising the contract formed by an Order will be resolved in the following order of precedence (descending): (a) Order; (b)

Supplemental Terms; (c) Data Processing Addendum; (d) Exhibits; (e) Standard Terms. If there is a conflict or inconsistency relating to protection of Customer Data, the term that affords greater protection for Customer Data will control.

2.3   Modifications. Vertex may update these Standard Terms and the Exhibits from time to time to adapt to changes in Vertex's business and portfolio of Products and Services. Current and archived versions of the Standard Terms and Exhibits will be published on the Vertex website. Regardless of any update, the Standard Terms that Customer agrees to in its first Order will stay the same for the Agreement Term (defined in Section 12.1 (Agreement Term)). Further, unless an Exhibit specifies that it will stay the same for the Agreement Term, the Exhibits that Customer agrees to in each Order will change to the then-current published version only when that Order is renewed. Notwithstanding the foregoing, no updated Exhibit will be enforceable against Customer if the Exhibit (a) materially degrades protection of Customer Data or a feature or capability of a Product or a Service; or (b) otherwise diminishes or impairs rights that Vertex previously granted to Customer.

3.   **Payments and Taxes.**

3.1   Invoice and Payment. Vertex will invoice and Customer shall pay all fees stated in the Order in accordance with the payment terms stated in the Order. Unless the Order states otherwise, Customer shall pay Vertex all invoiced amounts within thirty (30) days after the invoice date. All fees are payable in advance of the period to which they apply unless the Order or Terms of Use Exhibit specifies otherwise. Vertex may invoice fees payable in advance not more than sixty (60) days before the period to which they apply. All payment obligations are non-cancelable, and fees are non-refundable, except as otherwise stated in the Agreement. All fees shall be paid in full without any set-off, counterclaim, deduction, or withholding (other than any deduction or withholding of tax required by Applicable Law).

3.2   Fee Adjustment. Vertex may adjust fees payable under the Order to Vertex's then-current fees at the beginning of each Renewal Term (defined in Section 12.2 (Order Term)). When fees are stated in a currency other than United States dollars, such fee adjustment may include a foreign currency exchange adjustment. Vertex will provide Customer a renewal quote stating fees for the Renewal Term in advance of each Renewal Term.

3.3   Taxes. Fees stated in Orders do not include any sales, use, value-added, or similar taxes or other governmental assessments of any nature ("**Taxes**"). Customer is responsible for and shall pay all Taxes associated with Orders under this Agreement, excluding any Taxes based on net income, property, or employees of Vertex. If Vertex is required to collect or pay Taxes that Customer is responsible for under this section, Vertex shall invoice Customer for those Taxes unless Customer provides Vertex a valid and applicable tax exemption certificate before an invoice is issued. Applicable Law may require Customer to withhold or deduct Taxes from amounts payable to Vertex. In these cases, Customer shall provide Vertex Customer's tax registration number assigned by the relevant tax authority and official receipts or other evidence of any such withholding or deduction or payment of tax.

3.4   Invoice Disputes. Customer shall notify Vertex of any disputed invoice before payment is due. If an invoice is timely disputed, Customer shall pay any undisputed amount before payment is due and may withhold the disputed amount pending resolution of the dispute. The parties shall work in good faith to resolve the dispute. Vertex shall not exercise its rights under Section 3.5 (Remedies for Late Payment; Suspension) pending resolution of the dispute. If the parties are unable to resolve the dispute within thirty (30) days, each party shall have the right to seek any remedies it may have under this Agreement and Applicable Law.

3.5   Remedies for Late Payment; Suspension. Invoiced amounts not paid when due and not timely disputed in good faith will be subject to a service fee in the amount of (a) one and one-half percent (1.5%) per month, or (b) the maximum rate permitted by Applicable Law, whichever is less. If undisputed amounts remain unpaid after the due date, in addition to its other remedies under the Agreement (including termination), Vertex may suspend performance under the applicable Order. If the Order is not terminated,

Vertex shall resume performance when it receives the overdue payment. During a period of suspension under this section, although Vertex's data security and data protection obligations remain in force, Customer may not have access to Cloud-based Services, and Vertex's performance of Support Services and other Services, and delivery of Products and Updates, as applicable, will be suspended.

3.6   Resellers. If Customer acquires Products or Services from a Vertex authorized reseller ("**Reseller**"), the following provisions shall apply to Customer, unless Vertex agrees otherwise in writing: (a) this Agreement governs Customer's and Vertex's respective rights and obligations with respect to Products and Services; (b) Reseller is not authorized to amend this Agreement; (c) arrangements between Customer and Reseller to which Vertex is not a party are not binding on Vertex; (d) Vertex makes no representations or warranties about Reseller's products or services; and (e) if the order document between Customer and Reseller specifies that fees for Products and Services and associated Taxes shall be invoiced by Reseller and paid to Reseller, Customer's payment arrangements with Reseller govern (subject to Section 3.5 (Remedies for Late Payment; Suspension)).

4.   Rights Granted to Products and Cloud-based Services.

4.1   Effective when Ordered. Unless the Order states otherwise, rights to Products and Services granted in this section are effective when Vertex and Customer sign an Order for the applicable Product or Service (the Order "**Effective Date**").

4.2   Products. Vertex grants Customer a limited, worldwide, non-exclusive, non-transferable, non-sublicensable, royalty-free subscription license, during the Order Term, to install, run, and use one (1) copy of the Product in the form distributed by Vertex and Documentation to perform the functions described in the Documentation for Customer's internal business purposes. Customer's use of the Product is subject to the Order and Terms of Use Exhibit, which may specify units of measure and volumes or other parameters applicable to Customer's subscription. If applicable Documentation allows for download, export, or extract (or similar operation) of any Vertex Property from the Product, Customer's use of that property is subject to the same permissions that apply to the Product. Customer may make a reasonable number of copies of the Documentation for training purposes and the Product for non-production backup, testing, and disaster recovery purposes, provided all proprietary notices are maintained on such copies.

4.3   Cloud-based Services. Vertex grants Customer a limited, worldwide, non-exclusive, non-transferable, non-sublicensable, royalty-free subscription right, during the Order Term, to access and use the Cloud-based Service and Documentation to perform the functions described in the Documentation for Customer's internal business purposes. Customer's use of the Cloud-based Service is subject to the Order and Terms of Use Exhibit, which may specify units of measure and volumes or other parameters applicable to Customer's subscription. If applicable Documentation allows for download, export, or extract (or similar operation) of any Vertex Property from the Cloud-based Service, Customer's use of that property is subject to the same permissions that apply to the Cloud-based Service. Customer may make a reasonable number of copies of the Documentation for training purposes, provided all proprietary notices are maintained on such copies.

4.4   Updates. During the Order Term, Vertex shall distribute or make available to Customer Updates to Products and Cloud-based Services that Vertex generally makes available to customers that have ordered the Product or Service. Vertex may also distribute or make Updates available as appropriate in connection with Error resolution under the Customer Support Exhibit.

4.5   Customer Affiliates and other Entities. Unless otherwise provided in the Order or Terms of Use Exhibit, rights granted in this section to a Product or Cloud-based Service are granted to Customer for its benefit only and may not be exercised by or for the benefit of Customer's Affiliates or any other third party. The Order or Terms of Use Exhibit may expand rights granted in this section to permit use of a Product or Cloud-based Service (a) by Customer and/or its Affiliates for their internal business purposes; or (b) by Customer and/or its Affiliates for the benefit of third parties. To the extent use by or on behalf of Affiliates

is permitted in the Order or Terms of Use Exhibit, Vertex grants Affiliates the same rights that it grants Customer hereunder. Customer is responsible for the acts and omissions of Affiliates as though they were Customer's acts and omissions.

4.6   Service Providers. Customer's third-party service providers may host and use Products on behalf of Customer, and access and use Cloud-based Services on behalf of Customer, provided any such third-party service provider is subject to a written agreement with Customer that contains provisions consistent with the provisions of this Agreement relating to scope of use, Intellectual Property Rights and Confidential Information. Customer is responsible for the acts and omissions of Customer's third-party service providers as though they were Customer's acts and omissions.

4.7   Free Trials. Vertex and Customer may sign an Order for Products or Services that Vertex provides on a limited term basis for trial, non-production purposes only. Unless the parties agree otherwise in writing, the Order Term for these Orders will be thirty (30) days. Continued use of a Product or Service that Vertex initially provided for trial, non-production purposes after expiration of the Order Term requires a subsequent Order. Absent a subsequent Order, Customer shall stop using the Product or Service and follow the steps required in Section 12.5 (Effect of Expiration or Termination). Products and Services provided for trial, non-production purposes are provided "AS IS" and "AS AVAILABLE" and Vertex does not provide Support Services or offer any warranties for these Products and Services.

4.8   End-of-Life. Vertex may, at any time and for any reason, including change in Applicable Law and technological advancement, announce that it will discontinue in whole or in part a particular Product or Service or cease to provide Support Services, Updates, or Enhancements with respect to a particular Product or Service (any such announced event, "**End-of-Life**"). For any Product or Service being planned for End-of-Life, Vertex shall notify Customer at least twelve (12) months prior to the End-of-Life date. Vertex shall also publish End-of-Life announcements and notices on the Customer Support Portal. Either party may terminate an Order affected by End-of-Life on or after the End-of-Life date in whole or in part. In case of any termination under this section, Vertex shall refund Customer any prepaid fees under the affected Order related to the terminated Product or Service that are unused as of the effective date of termination. THIS SECTION 4.8 (END-OF-LIFE) APPLIES NOTWITHSTANDING ANYTHING TO THE CONTRARY IN SECTION 12 (TERM AND TERMINATION) AND STATES CUSTOMER'S EXCLUSIVE REMEDIES AND VERTEX'S ENTIRE LIABILITY FOR ANY END-OF-LIFE TERMINATION.

5.   **Restrictions on Use.** Except to the extent expressly permitted by Applicable Law or this Agreement, including the Order and Terms of Use Exhibit, Customer shall not, and shall not cause or permit others to: (a) sell, lease, rent, license, sublicense, distribute, or otherwise make available the Products, Services, or Deliverables to third parties, or use them in a time-sharing, service bureau, outsourcing, application service provider, multi-seller platform, or other arrangement for the benefit of third parties; (b) reverse engineer, disassemble, decompile, or decrypt any part of the Products, Services, or Deliverables; (c) attempt to discover any source code of the Products, Services, or Deliverables (unless the source code is made available by Vertex); (d) copy, modify, or create a derivative work based on the Products, Services, or Deliverables; (e) use modified versions of the Products or Services not authorized by Vertex; (f) use the Products, Services, or Deliverables to develop a similar or competitive product or service; (g) perform or disclose any benchmarking, security, performance, or availability testing of the Cloud-based Services; (h) bypass, tamper with, or disable any meter, copy protection, license key, or similar mechanism in the Products, Services, or Deliverables that is intended to measure or limit usage in accordance with this Agreement; (i) remove or modify any copyright or other proprietary notices contained in the Products, Services, or Deliverables, or fail to preserve and reproduce such notices in permitted copies; or (j) use any Product, Services, or Deliverables in a manner that misappropriates or violates Intellectual Property Rights or other rights of any person or entity, or that otherwise violates Applicable Law.

6. **Ownership.**

6.1   IPR Defined. "**Intellectual Property Rights**" or "**IPR**" means all present and future rights in intellectual property, including patents, trade secrets, copyrights (and related moral rights), trademarks and service marks, and database rights and design rights (whether registered or not and including applications for registration), and all rights or forms of protection of a similar nature that may exist anywhere in the world.

6.2   Customer Property. Subject to the limited rights expressly granted by Customer in this Agreement, Customer and its Affiliates retain all title and interest, including any IPR they hold, in Customer Data, Customer Confidential Information, and all other software, tools, information, documents, requirements, reports, and other materials, that are generated by or on behalf of Customer using Products or Services, or result from Vertex's performance of Outsourcing Services on behalf of Customer, or that are provided by Customer to Vertex in connection with Professional Services, including all derivatives based on them and all modifications to them ("**Customer Property**").

6.3   Vertex Property. Subject to the limited rights expressly granted by Vertex in this Agreement, Vertex and its Affiliates, and their licensors and suppliers, retain all title and interest, including any IPR they hold, in Products, Cloud-based Services, Documentation, Enhancements, Updates, Deliverables, Vertex Confidential Information, and all software (including all source code and object code), database and other content, templates, screen formats, report formats, tools, know-how, and methods used, developed, or acquired by them, whether in connection with this Agreement or otherwise, including all derivatives based on them and all modifications to them ("**Vertex Property**"). Vertex Property does not include any Customer Data or Customer Confidential Information. To the extent a Deliverable contains Customer Data or Customer Confidential Information, the Deliverable is not Vertex Property unless and until Vertex removes such Customer Property from the Deliverable. Any Vertex Property that Vertex provides in its discretion to Customer in connection with an Order, but is not incorporated within a Product or Service, is subject to the same limited rights granted to Customer with respect to the related Product or Service.

6.4   Deliverables. Vertex grants Customer and its Affiliates a non-exclusive, worldwide, royalty-free, perpetual license to use, copy, modify, or create derivative works based on Deliverables for their internal business purposes.

6.5   Feedback. Customer has no obligation to provide ideas, suggestions, or other feedback related to Vertex Products and Services or any other aspects of Vertex's business ("**Feedback**"). If Customer elects to provide Feedback, it assigns to Vertex all title and interest, including IPR, in such Feedback and Vertex may use Feedback in its discretion and at its own risk without any payment or accounting to Customer. Feedback is deemed Vertex Property. Customer has no responsibility or liability for Feedback or Vertex's use of Feedback, provided Customer shall not knowingly provide Feedback that infringes third-party IPR or violates an obligation of confidentiality owed to a third party.

6.6   Publicity. Customer grants Vertex a revocable, limited right during the Agreement Term to use Customer's name, trademarks, and testimonials regarding Vertex Products or Services (collectively, "**Marks**") in accordance with any written guidelines provided by Customer for Vertex sales and marketing purposes, in any media release, publication, website, marketing materials, customer lists, and internal business presentations and/or training materials. Customer's prior written consent is not required for such use; however, if requested by Customer, Vertex will provide Customer with examples of such use for Customer's prior approval and correct any deficient use notified by Customer in writing. Customer may revoke the right granted in this section at any time and for any reason on written notice to Vertex. Use of Customer Marks shall inure solely to the benefit of Customer and Vertex will acquire no right, title, or interest in Customer Marks or associated goodwill.

6.7   Aggregated Data. In connection with its provision, safeguarding, and ongoing monitoring and development of Products and Services, Vertex may collect, analyze, compile, and aggregate with other data statistical and other information processed by or related to the performance, operation, and use of

Cloud-based Services ("**Aggregated Data**"). Vertex may use Aggregated Data to develop, improve, support, and operate its Products and Services; and, provided Aggregated Data does not include any Personal Data and cannot be used to identify Customer, its Affiliates, or their customers, employees, contractors, or service providers, Aggregated Data is deemed Vertex Property.

6.8   Reservation of Rights. All rights not expressly granted in this Agreement by Vertex or Customer are reserved by the owner. There are no implied licenses hereunder with respect to IPR of either party.

7. **Confidentiality.**

7.1   Confidential Information Defined. "**Confidential Information**" means any business, financial, technical, or other information disclosed by a party or its Affiliates (the "**Disclosing Party**") to the other party or its Affiliates (the "**Receiving Party**") before or during the Agreement Term that is designated as confidential or reasonably should be understood to be confidential given the nature of the information and circumstances of disclosure. Confidential Information may be disclosed in oral, written, demonstrative, graphic, electronic, machine readable, or other tangible or intangible form. Customer's Confidential Information includes Customer Property and Customer Data. Vertex's Confidential Information includes Vertex Property, and pricing and other non-public terms applicable to Products and Services under this Agreement. Confidential Information does not include any information that, absent Receiving Party's breach of an obligation to Disclosing Party: (a) is or becomes generally known or available to the public; (b) was known by Receiving Party, without restriction as to use or disclosure, before disclosure by Disclosing Party; (c) is acquired by Receiving Party from a third party who has the legal right to disclose it and who provides it without restriction as to use or disclosure; or (d) is independently developed by Receiving Party without using Disclosing Party's Confidential Information. The exclusions set forth in this definition do not apply to Personal Data.

7.2   Standard of Care. Receiving Party shall maintain Confidential Information in strict confidence, using at least the same degree of care to prevent the unauthorized use or disclosure of Confidential Information that it uses to protect its own information of a similar nature (but in no event less than reasonable care).

7.3   Limited Use and Disclosure; Destruction. Receiving Party shall not use Confidential Information except to the extent necessary to perform its obligations or exercise its rights under the Agreement, and Receiving Party shall not disclose Confidential Information except in connection with the Agreement on a need-to-know basis to its and its Affiliates' employees, contractors, and service providers, who are bound by confidentiality obligations at least as restrictive as those in this section. Upon expiration or termination of the Agreement, Receiving Party, at the option of Disclosing Party, shall return or destroy and certify that it has returned or destroyed Disclosing Party's Confidential Information.

7.4   Compelled Disclosure. Receiving Party is permitted to disclose Confidential Information if compelled by court order or otherwise under Applicable Law; provided that, unless it is legally prohibited from doing so, Receiving Party shall give Disclosing Party reasonable prior notice to enable Disclosing Party to seek a protective order or confidential treatment prior to disclosure by Receiving Party.

8. **Customer Data.**

8.1   Ownership; Grant of Limited Processing Rights. As between Vertex and Customer, Customer, its Affiliates, and their licensors retain any IPR they hold in Customer Data, including any Personal Data that may be included in Customer Data. Subject to the terms of this Agreement, including Section 7 (Confidentiality), Customer grants Vertex and its Affiliates and their third-party service providers a non-exclusive, worldwide, royalty-free right during the Agreement Term to access, process, store, and use Customer Data to the limited extent necessary to provide the Products and Services to Customer; ensure compliance with agreed units of measure and volumes or other parameters applicable to Customer's subscriptions; and otherwise perform their obligations in accordance with the Agreement, and as may be required by Applicable Law.

8.2   Customer Obligations. Customer is solely responsible for the content, accuracy, quality, and integrity of Customer Data. Customer shall use commercially reasonable efforts to limit its processing of Personal Data using Cloud-based Services to the minimum necessary to achieve the results described in applicable Documentation. Customer shall obtain all rights, licenses, and consents necessary for Vertex to process the Customer Data (including, if instructed by Customer, sharing Customer Data with Customer's third-party service providers and other recipients) as contemplated hereunder in accordance with Applicable Law.

8.3   Security of Customer Data. Vertex shall comply with its security obligations detailed in the Security Exhibit.

8.4   Processing of Customer Data. Vertex shall comply with its obligations detailed in the Data Processing Addendum.

9.   **Representations and Warranties; Disclaimers.**

9.1   Mutual Representations and Warranties. Vertex and Customer each represents and warrants to the other party (a) that the Agreement and each Order constitutes a legal, valid, and binding agreement and is enforceable in accordance with its terms; (b) that it has and shall maintain the authority and all necessary rights, licenses, and consents to enter into, to grant the rights, and perform the obligations described in the Agreement; and (c) that its execution of each Order under the Agreement is authorized and does not breach or conflict with any contract or other obligation it has to any third party.

9.2   Vertex Representations and Warranties. Vertex represents and warrants to Customer that during the applicable Order Term: (a) Products and Cloud-based Services will operate in material conformity with the applicable Documentation; (b) Support Services, Outsourcing Services, and Professional Services shall be performed, and Deliverables shall be provided, in a professional, diligent, and competent manner, consistent with industry standards, and in material conformity with the service descriptions in the Agreement or specifications in the applicable SOW or Deliverable, as the case may be; (c) Products and Deliverables at the time of delivery, and Cloud-based Services on a continuous basis, have been and shall be tested for Malware, and are not known by Vertex to contain and Vertex shall not embed therein, any Malware; (d) Vertex shall adhere to a quality assurance process designed to maintain the quality of any tax database content incorporated by Vertex within the Products and Cloud-based Services consistent with the quality of that content as sourced by Vertex from government entities and other suppliers; and (e) subject to Section 9.4 (Customer Acknowledgement), Vertex shall perform its obligations under the Agreement in compliance with Applicable Law.

9.3   Customer Remedies. If any Product or Service is not provided as represented or warranted by Vertex, Customer shall promptly notify Vertex in writing, describing the deficiency in reasonable detail. If the deficiency relates to Professional Services, Customer shall provide its notice within ninety (90) days after Vertex completes the Professional Services. At Vertex's option and expense, and at no additional charge to Customer, Vertex shall as soon as reasonably possible (a) correct the deficiency in accordance with the Customer Support Exhibit or, if the deficiency relates to Professional Services, re-perform the Services; or (b) replace the deficient Product or Service with a substitute having equivalent capabilities and features. If Vertex cannot resolve the deficiency within a reasonable time by correction, re-performance, or replacement, Customer may terminate the applicable Order and Vertex shall refund Customer any prepaid fees under the affected Order that are unused as of the effective date of termination. THIS SECTION 9.3 (CUSTOMER REMEDIES) STATES CUSTOMER'S EXCLUSIVE REMEDIES AND VERTEX'S ENTIRE LIABILITY FOR ANY BREACH OF REPRESENTATION OR WARRANTY IN SECTION 9.2 (VERTEX REPRESENTATIONS AND WARRANTIES).

9.4   Customer Acknowledgement. Vertex Products, Services, and Deliverables are not intended to be and are not a substitute for tax, legal, accounting, or other professional advice. Customer is solely responsible for (a) determining Customer's desired results from the Products, Services, and Deliverables; and (b) evaluating all results generated by Customer's use of the Products, Services, and Deliverables.

9.5   Vertex Disclaimer of Warranties. VERTEX AND ITS AFFILIATES, LICENSORS, AND SUPPLIERS DO NOT WARRANT THAT USE OF PRODUCTS, SERVICES, OR DELIVERABLES WILL BE UNINTERRUPTED OR ERROR FREE AND EXCEPT FOR EXPRESS WARRANTIES STATED IN THIS AGREEMENT, VERTEX AND ITS AFFILIATES, LICENSORS, AND SUPPLIERS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

10. **Indemnification.**

10.1   Indemnification by Vertex. Vertex shall, at its expense, defend Customer Indemnified Parties against any third-party Claim arising from or related to (a) an allegation that a Product or Service or other Vertex Property used in accordance with the Agreement infringes or misappropriates a third party's IPR (an "**IPR Claim**"), or (b) Vertex's violation of Applicable Law relating to Personal Data in the performance of its obligations under the Agreement (a "**Personal Data Claim**"). Vertex shall indemnify Customer Indemnified Parties from Losses finally awarded against them or agreed to in a settlement in connection with any such third-party Claim. Vertex's defense and indemnity obligations do not apply to any Personal Data Claim to the extent it is caused by Customer, and do not apply to any IPR Claim that arises from Customer's failure to apply an Update that Vertex specifies as necessary to avoid the Claim or from (1) combination of a Product or Service with software, hardware, or data not provided by Vertex or contemplated in the Documentation, or (2) modification of a Product or Service not done or authorized by Vertex, if the Product or Service or its use would not infringe without such combination or modification.

10.2   Resolution of IPR Claims. If an IPR Claim occurs, or if Vertex reasonably believes an IPR Claim may occur, Vertex may in its discretion and at its expense (a) procure for Customer Indemnified Parties the right to continue using the Product or Service in accordance with the Agreement, or (b) modify or replace the Product or Service such that the IPR Claim is avoided, without degrading the capabilities and features of the modified or replaced Product or Service. If neither of the foregoing options is commercially reasonable or feasible, the affected Order shall terminate, and Vertex shall refund Customer an amount equal to fees paid under the affected Order during the previous twelve (12) months.

10.3   Indemnification by Customer. Customer shall, at its expense, defend Vertex Indemnified Parties against any third-party Claim arising from or related to (a) an allegation that processing Customer Data or using Customer Property in accordance with the Agreement violates Applicable Law or the rights of a third party, or (b) Customer's or Affiliates' use of a Product or Service for the benefit of a third party. Customer shall indemnify Vertex Indemnified Parties from Losses finally awarded against them or agreed to in a settlement in connection with any such third-party Claim. Customer's defense and indemnity obligations do not apply to any Claim to the extent it is caused by Vertex.

10.4   Indemnification Procedures. The Indemnified Party shall (a) promptly notify the indemnifying party in writing of any Claim for which it seeks indemnity, (b) allow the indemnifying party to control the investigation, defense, and settlement of the Claim, and (c) reasonably cooperate with the indemnifying party in the defense of the Claim, all at the indemnifying party's expense. Failure by the Indemnified Party to provide prompt notice of the Claim shall not relieve the indemnifying party of its defense or indemnification obligation under this Agreement, except to the extent such failure materially disadvantages the indemnifying party. The Indemnified Party may participate in the defense of the Claim at its expense using counsel of its choice, provided it makes no admission regarding the Claim without prior written consent of the indemnifying party. The indemnifying party may not settle a Claim without the Indemnified Parties' prior written consent, not to be unreasonably withheld, unless the settlement (1) includes an unconditional release of the Indemnified Parties, (2) does not include any admission of fault by the Indemnified Parties, and (3) except as provided in Section 10.2 (Resolution of IPR Claims), does not bind the Indemnified Parties to any obligation (other than payment covered by indemnifying party).

10.5   Exclusive Remedy. THIS SECTION 10 (INDEMNIFICATION) STATES THE INDEMNIFIED PARTIES' EXCLUSIVE REMEDIES AND THE INDEMNIFYING PARTIES' SOLE OBLIGATIONS TO THE INDEMNIFIED

PARTIES, RELATING TO ANY CLAIM DESCRIBED IN THIS SECTION AND ANY ACTUAL OR ALLEGED INFRINGEMENT OR MISAPPROPRIATION OF THIRD-PARTY IPR BY A PRODUCT OR SERVICE.

11. **Limitation of Liability.**

11.1   Damages Exclusion. IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES, LICENSORS, OR SUPPLIERS BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY BUSINESS INTERRUPTION, LOSS OF PROFITS OR REVENUE, WHETHER BASED ON BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR STRICT LIABILITY, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN. THE FOREGOING EXCLUSION WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

11.2   Liability Cap. IN NO EVENT SHALL A PARTY'S OR ITS AFFILIATES' AGGREGATE LIABILITY FOR ALL CLAIMS ARISING UNDER OR RELATED TO THIS AGREEMENT OR ANY ORDER OR SOW, WHETHER BASED ON BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR STRICT LIABILITY, EXCEED THE FEES PAID OR PAYABLE BY CUSTOMER TO VERTEX UNDER THE APPLICABLE ORDER OR SOW DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM.

11.3   Exceptions. THE DAMAGES EXCLUSION IN SECTION 11.1 (DAMAGES EXCLUSION) AND LIABILITY CAP IN SECTION 11.2 (LIABILITY CAP) DO NOT APPLY TO DAMAGES OR CLAIMS THAT CANNOT BE LIMITED UNDER APPLICABLE LAW OR ARISE FROM (a) A PARTY'S BREACH OF ITS OBLIGATIONS UNDER SECTION 7 (CONFIDENTIALITY); (b) A PARTY'S EXPRESS OBLIGATIONS UNDER SECTION 10 (INDEMNIFICATION), OR (c) A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

12. **Term and Termination.**

12.1   Agreement Term. The Agreement is effective when Vertex and Customer sign the first Order referencing the Agreement, and continues in effect until terminated under this section, or all Orders referencing it expire or are terminated (the "**Agreement Term**").

12.2   Order Term. Each Order and the contract formed by it is effective on the Effective Date. An Order may specify an Order term comprising an initial period ("**Initial Term**") and a renewal period ("**Renewal Term**"). Unless the Order states otherwise, the Initial Term begins on the Effective Date and, when the Initial Term and any Renewal Term expires, the next Renewal Term will begin, unless either party provides written notice of non-renewal at least thirty (30) days before the then-current Initial Term or Renewal Term expires. For these Orders, the term of the contract formed by the Order (the "**Order Term**") is the Initial Term and all effective Renewal Terms. The Order Term for Orders that do not specify an Initial Term and Renewal Term will be the period specified in the Order.

12.3   Non-renewal by Vertex. Following non-renewal by Vertex under Section 12.2 (Order Term), Customer may extend the Order Term beyond its expiration for a period of not more than twelve (12) months (the "**Extension Period**"). Fees payable during the Extension Period shall be prorated based on fees payable in the immediately preceding Initial Term or Renewal Term, as applicable, subject to units of measure and volumes or other parameters applicable to Customer's subscriptions.

12.4   Termination for Cause. If either party breaches a material obligation under an Order and fails to cure the breach within thirty (30) days following receipt of written notice specifying the breach (or any mutually agreed extension), the breaching party is in default and the non-breaching party may terminate the Order. An uncured material breach under an Order will not constitute a material breach of the entire Agreement or any other then-current Orders, unless the breach is material to the Agreement as a whole, in which case the non-breaching party may terminate the Agreement and all then-current Orders. If Customer terminates an Order for uncured material breach, or either party terminates an Order under Section 14.7 (Force Majeure), Vertex shall refund Customer any prepaid fees under the affected Order that are unused as of the effective date of termination.

12.5 **Effect of Expiration or Termination.** Upon expiration or termination of any Order or the Agreement as a whole, unless the parties agree otherwise in writing:

(a)   Vertex will stop providing Products and Services subject to expiration or termination. If Vertex has Customer Data in its possession or control, upon request by Customer within ninety (90) days after the effective date of expiration or termination (the "**Retrieval Period**"), Vertex shall deliver Customer Data to Customer or make it available for download by Customer in Vertex's then-standard format. After the ninety (90) day Retrieval Period, except as required by Applicable Law, Vertex shall delete or otherwise render unrecoverable all Customer Data in its possession or control.

(b)   Customer shall stop using and accessing all Products, Services, and other Vertex Property it has access to, and delete all copies of Vertex Property and any associated credentials, license keys, and access codes and tokens in its possession. Customer shall certify that it has complied with this section upon request.

13. Insurance.

13.1 **Required Insurance.** Vertex shall maintain the following insurance during the Agreement Term:

(a)   commercial general liability insurance with limits of not less than $1,000,000 per occurrence and $2,000,000 annual aggregate, covering bodily injury, property damage, premises liability, products and completed operations liability, personal and advertising injury, and contractual liability;

(b)   workers' compensation insurance for its employees with statutory limits as required by law or regulation of the nation, state, territory, or province having jurisdiction over its employees;

(c)   employer's liability insurance with limits of not less than $1,000,000 per occurrence and in the aggregate, covering employee accident and disease;

(d)   automobile liability insurance with limits of not less than $1,000,000 each accident, and $1,000,000 annual aggregate covering bodily injury and property damage and owned, hired, and non-owned vehicles;

(e)   technology errors and omissions liability insurance with limits of not less than $5,000,000 per claim and in the aggregate, covering negligent acts, errors, and omissions in connection with its performance under the Agreement;

(f)   cyber liability insurance with limits of not less than $5,000,000 per claim and in the aggregate, covering network security failure, data breach and response, service interruption, and network extortion threat; and

(g)   crime insurance with limits of not less than $5,000,000, covering employee dishonesty, forgery, computer crime, and funds transfer fraud.

13.2 **Insurance-Related Provisions.** Vertex's insurance policies will be issued by insurers having A.M. Best ratings of not less than A- VIII. Limits required in this section may be met by any combination of primary and excess or umbrella insurance. Insurance written on a claims-made basis shall remain in effect at least two (2) years after the end of the Agreement Term. Customer and its Affiliates shall be added as additional insureds under Vertex's commercial general liability and automobile liability insurance; and as joint payees, as their interest may appear, under Vertex's crime insurance. All Vertex insurance with respect to which Customer and Affiliates are additional insureds will be primary to and without a right of contribution from any insurance maintained by additional insureds. In addition, all Vertex insurance with respect to which Customer and Affiliates are additional insureds, plus Vertex's workers' compensation insurance, will include waivers of subrogation in favor of Customer and Affiliates. Vertex shall provide Customer a certificate of insurance evidencing coverage in effect that meets the requirements of this section upon Customer's request, not more than once per year. Vertex shall provide thirty (30) days' notice

to Customer before cancellation or material change of insurance required in this section. Maintenance of required insurance does not limit or expand Vertex's obligations or liabilities under the Agreement.

14. **Miscellaneous.**

14.1 Assignment. Neither party may assign this Agreement or any Order without the prior written consent of the other party, which shall not be unreasonably withheld, except that either party may assign this Agreement (together with all Orders) without the other party's consent to an Affiliate or in connection with a merger, acquisition, reorganization, or sale of all or substantially all of its assets; provided, however, that such assignee or transferee is not a competitor of the non-assigning party. Any assignment made in contravention of this section shall be void. This Agreement and all Orders hereunder will bind and inure to the benefit of both parties and their respective successors and permitted assigns.

14.2 Choice of Law and Venue. This Agreement is governed by the laws of the State of Delaware and the United States, without regard to conflicts of laws principles. Each party consents to the exclusive jurisdiction and forum of the state and federal courts in New Castle County, Delaware, in all questions and disputes arising from or related to this Agreement. Neither the United Nations Convention on Contracts for the International Sale of Goods nor the Uniform Computer Information Transactions Act, whether enacted in whole or in part by any applicable jurisdiction, applies to this Agreement.

14.3 Independent Contractors. Vertex and Customer are independent contractors with respect to each other and nothing herein creates an association, joint venture, partnership, or other agency relationship between them. Subject to any authorization given or appointment made by Customer in respect of Outsourcing Services, neither party has the authority to bind the other in any transaction or make any representation on behalf of the other party. Neither party's employees are eligible for any form or type of benefits, including without limitation health, life, or disability insurance, offered by the other party to its employees. Vertex is solely responsible for payment of all compensation owed to its employees and contractors and all applicable employment related insurance, taxes, and withholding.

14.4 Vertex Governance. Vertex shall comply with Applicable Law pertaining to any exchange where shares of Vertex, Inc., are listed, including any law or regulation requiring the adoption and publication of a code of conduct. Vertex's code of conduct is published at https://ir.vertexinc.com/corporate-governance/governance-documents (or other URL designated by Vertex).

14.5 Anti-Bribery. Vertex shall not pay, promise to pay, authorize a payment, give, promise to give, or authorize the giving of anything of value to any Government Official for purposes of: (a) influencing any act or decision of any Government Official in his or her official capacity, (b) inducing any Government Official to do or omit to do any act in violation of the lawful duty of the official, (c) securing any improper advantage, or (d) inducing any Government Official to use his or her influence with the government or instrumentality of any government to affect or influence any act or decision of the government or instrumentality with respect to any activities undertaken relating to this Agreement. A "**Government Official**" for purposes of this section means any officer or employee of a government, public international organization, or department, agency, or instrumentality of a government.

14.6 Export Control. Vertex Property made available under this Agreement may be subject to export controls under Applicable Law, including the U.S. Export Administration Regulations. Neither party shall export or re-export (including deemed exports or re-exports) any items or undertake any transaction in violation of Applicable Law, including any transaction with a person listed on the Specially Designated Nationals and Blocked Person List or other similar lists maintained by any executive department of the United States or included in any Executive Orders issued by the President of the United States.

14.7 Force Majeure. Neither party is responsible for failure or delay of performance if caused by fire, flood, earthquake, storms, other elements of nature or acts of God; acts of war, terrorism, riots, rebellions, or revolutions; third-party labor strikes or disputes (excluding those involving the obligated party's agents or contractors); epidemics or pandemics; electrical, internet, or telecommunication outage that is not

caused by the obligated party or its contractors; governmental laws, orders or regulations, actions (or failures to act) by the government or any agency thereof; or other causes beyond the reasonable control of the obligated party or its contractors that could not be prevented by appropriate precautions (a "**Force Majeure Event**"). The obligated party shall use commercially reasonable efforts to mitigate the effects of a Force Majeure Event and resume performance as soon as possible. If such event continues for more than thirty (30) days, either party may cancel affected Orders upon written notice. The occurrence of a Force Majeure Event does not excuse Vertex from its obligation to execute its business continuity or disaster recovery plans.

14.8   Entire Agreement. This Agreement is the entire agreement between Vertex and Customer regarding Vertex Products and Services and supersedes all prior and contemporaneous agreements, proposals, and representations, written or oral, concerning its subject matter. This Agreement does not incorporate any term or condition in a Customer purchase order or other Customer transaction document (excluding Orders the parties sign) and all such terms or conditions are void.

14.9   Amendment. Except as otherwise provided in Section 2.3 (Modifications), this Agreement and any Order may be amended by Vertex and Customer only in a document that makes express reference to this Agreement or the Order and is signed by an authorized signatory of each party. Following execution of an amendment, any reference to the Agreement or Order will mean the Agreement or Order as amended.

14.10   Severability. If a court of competent jurisdiction holds any provision of this Agreement to be invalid or unenforceable, that provision will be deemed void, and the remaining provisions of this Agreement will remain in effect.

14.11   No Waiver. No failure or delay by either party in the exercise of any right, power, or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or remedy preclude other or further exercise thereof, or the exercise of any other right, power, or remedy.

14.12   Counterparts; Electronic Signature. This Agreement and Orders and other documents governed by this Agreement may be executed in counterparts and/or by electronic signature, which is a substitute for and will have the same legal effect as an original signature.

14.13   Notices. Any notice required or permitted under this Agreement will be effective only if in writing. The primary and preferred method of written notice is email addressed to the other party as stated in this Agreement or the Order. Notice by email is effective upon the sender's receipt of a delivery confirmation or a response that includes the original message. Notice by other means shall be sent to the other party's mailing address as stated in this Agreement or the Order and is effective upon receipt if delivered by hand or overnight courier with proof of delivery, and three (3) days after the date of mailing, if mailed postage pre-paid and return receipt requested. A party may change its email or mailing address by delivery of written notice to the other party. Customer's mailing address will be the Bill To address stated in the Order. Vertex's notice addresses are: legal@vertexinc.com, and 2301 Renaissance Blvd, King of Prussia, PA 19406-2772 US.

14.14   Survival. The provisions of this Agreement that by their nature extend beyond termination of this Agreement will survive termination of this Agreement, including without limitation the following Sections: 1 (Definitions); 6 (Ownership); 7 (Confidentiality); 10 (Indemnification); 11 (Limitation of Liability); and 12 (Term and Termination).

14.15   No Third-party Beneficiaries. Third parties do not have the right to enforce or obtain remedies under this Agreement or any Order, and unless expressly provided otherwise, third parties do not have any rights under this Agreement or any Order. Vertex's representations, warranties, and obligations under this Agreement and any Order run only to Customer and not to any Affiliate or any other third party.