



Vertex Customer Agreement

Customer Support Exhibit

1. **Overview.** This Customer Support Exhibit is incorporated in the Vertex Customer Agreement, Vertex Master Agreement, or other agreement governing Customer's use of Vertex Products and Services (the "**Agreement**"). Any capitalized term used but not defined in this Exhibit has the meaning given in the Agreement. If there is a conflict or inconsistency between this Exhibit and any other part of the Agreement regarding the subject matter of this Exhibit, this Exhibit will control.

This Exhibit describes the technical support and training services that Vertex provides to its customers relating to Products and Cloud-based Services ordered from Vertex (each, a "**Solution**").

Vertex may update this Exhibit from time to time to adapt to changes in Vertex's business and portfolio of Products and Services. Current and archived versions of this Exhibit will be published on the Vertex website and will be provided on request. However, no update to this Exhibit will change Customer's Order until it is renewed. If Customer's Order is renewed, the Agreement is amended to include the then-current published version of this Exhibit.

2. **Standard Support.** Payment of applicable fees for any Solution entitles Customer to receive Standard Support for the Solution during the Order Term.

2.1 "Standard Support" means:

- (a) Vertex will provide and maintain an online portal at <https://community.vertexinc.com> (or other URL designated by Vertex) (the "**Customer Support Portal**"), where Customer may log and track support service requests; access Documentation and Updates; and consult available self-service resources.
- (b) Vertex will help Customer understand the standard features and capabilities of the Solution and how to use them, by responding to Customer questions in the nature of "how to." Vertex will also refer Customer to relevant Documentation, Updates, and other resources made available via the Customer Support Portal.
- (c) Vertex will help Customer troubleshoot "**Errors**," which are problems, issues, or errors encountered by Customer in its use of the Solution.
- (d) Vertex will use commercially reasonable efforts to investigate, diagnose, and resolve by Update or workaround any reproducible Error that is a failure of the Solution to conform to the applicable Documentation, in accordance with the Standard Support Service Levels defined below. For these purposes, a "**workaround**" is a process or method that allows Customer to temporarily address an Error without undue burden or adverse impact on access to, functionality, or compatibility of the Solution. Vertex will assign an initial severity level to each support service request Customer submits relating to an Error. Severity levels, defined below, will be assigned based on business impact to Customer. Vertex may change the initial severity level during the investigation, diagnosis, and resolution process if Vertex reasonably determines the change is appropriate under the circumstances.

2.2 "Standard Support Service Levels" means Vertex will use commercially reasonable efforts to take the actions within the target times defined below, according to the following severity levels:

- (a) "**Critical**" means an Error in a production environment causes the Solution to be unavailable or to stop working ("production down") or causes data loss or data corruption.
- (b) "**High**" means an Error causes significant failure or degradation of performance of the Solution, creating severe or significant business impact, and either (i) occurs in a production environment, or (ii) occurs in a non-production environment and Customer is scheduled to go live within four (4) weeks.

(c) **“Medium”** means an Error in a production environment adversely impacts core production activities involving the Solution, causing medium or minor business impact; or an Error in a non-production environment that would be Critical or High if encountered in a production environment.

(d) **“Low”** means an Error that is not Critical, High, or Medium; any request for enhancements; and any other support service request (e.g., relating to Documentation, self-service resources, or general questions).

Target times defined below are not resolution targets.

Standard Support – Target Times by Severity Level			
	Vertex responds to Customer’s support service request	Vertex responds to Customer’s request for updates	Vertex updates Customer on workaround and final resolution
Critical	Within 1 hour*	Within 2 hours	Every 2 hours
High	Within 4 working hours*	Within 4 working hours	Every 72 working hours
Medium	Within 8 working hours*	Within 4 working hours	Every 72 working hours
Low	Within 24 working hours*	Within 24 working hours	Every 72 working hours
<p>“Working hours” means 08:00 am to 08:00 pm ET, which is prevailing local time in Pennsylvania, Monday to Friday, excluding Vertex holidays posted on the Customer Support Portal.</p> <p>*Eligible for enhanced target time for initial response under premium support packages (explained in Section 3.1).</p>			

2.3 Contacting Vertex for Standard Support. Customer will contact Vertex for Standard Support by submitting support service requests via the Customer Support Portal. Customer may also notify Vertex of any Critical Error only via the following telephone numbers: 800-281-1900 (inside the United States), +1-610-640-4210 (outside United States), or other telephone numbers designated by Vertex.

3. Premium Support. Vertex may offer premium support packages described in this Support Exhibit (**“Premium Support”**), which Customer may purchase for additional fees under an Order. Premium Support packages (and applicable benefits) described below, if ordered by Customer, are provided by Vertex in addition to Standard Support.

If Customer orders either the Gold or Silver premium support package, Vertex will provide the applicable premium support benefits described below. These benefits are also shown in the table that follows.

3.1 Enhanced Target Times for Initial Response. Vertex’s target times for initial responses to Customer’s support service requests (by severity level) are shortened to the periods stated in the table that follows.

3.2 24x7 Support. Customer may contact Vertex relating to an Error of any severity level via telephone 24 hours a day, 7 days a week, excluding Vertex holidays posted on the Customer Support Portal, at the telephone numbers stated in Section 2.3 above.

3.3 CSAM. Vertex will appoint a Customer Success Account Manager (**“CSAM”**) to manage aspects of Customer’s account. The CSAM serves as Customer’s primary Solution liaison in managing Customer’s support service requests. The CSAM also provides periodic activity reporting (quarterly or annually, at Customer’s election) relating to Customer’s support service requests. CSAM are available remotely from

8:30 am to 5:00 pm prevailing local time of the Vertex resource assigned, Monday to Friday, excluding Vertex holidays posted on the Customer Support Portal.

3.4 Priority Handling. Vertex will assign available senior analysts to Customer's support service requests to expedite Error investigation, diagnosis, and resolution.

3.5 Professional Services. Vertex will perform Professional Services of mutually agreed scope at no additional charge to Customer, up to the number of included hours per year stated below. Vertex will perform Professional Services remotely between 8:30 am and 5:00 pm prevailing local time of the Vertex resource assigned, Monday to Friday, excluding Vertex holidays posted on the Customer Support Portal. If not used during the applicable year, included hours expire and will not be refunded, credited, or carried forward to future periods.

3.6 Training. Up to the number of included certifications stated below, Customer may select from Vertex's then-current catalog of offerings under its Certified Implementer Program (as updated by Vertex from time to time). For each selected certification, Vertex will provide a learning plan, exam, and forty (40) hours of sandbox access to Customer's enrolled personnel. If not used during the applicable year, included certifications expire and will not be refunded, credited, or carried forward to future years. Vertex will publish on the Customer Support Portal a catalog of available training services that Customer may purchase for additional fees under an Order, including instructor-led courses and certification offerings. Standard Support does not include any such fee-based training services.

Standard and Premium Support Benefits				
Support Benefit		Standard Support	Premium Support	
			Silver	Gold
Enhanced target time for initial response (Section 3.1)	Critical	—	Within 30 minutes	Within 30 minutes
	High	—	Within 2 hours	Within 1 hour
	Medium	—	Within 4 hours	Within 4 hours
	Low	—	Within 24 hours	Within 24 hours
24x7 Support (Section 3.2)		—	—	✓
CSAM (Section 3.3)		—	✓	✓
Priority Handling (Section 3.4)		—	✓	✓
Professional Services – included hours per year (Section 3.5)		—	40 hours	80 hours
Training – included certifications per Customer per year (Section 3.6)		—	2	4

Discount on additional training	—	10%	15%
Vertex Exchange US Conference attendee passes included per year	—	1	2
Discount on additional Vertex Exchange US Conference attendee pass	—	10%	15%

- 4. Exclusions.** Unless otherwise agreed by Vertex in connection with Professional Services, this Support Exhibit does not apply to, and Vertex has no obligation to provide Support Services for Errors or incidents that result from: (a) Customer's or any third party's hardware, software, network, or other technology (other than technology within Vertex's control); (b) Customer's or any third party's data or data quality, unless the Error or incident is caused by a Solution; (c) Deliverables or customizations; (d) use of a Solution in a manner not contemplated by the Documentation or authorized under the Agreement, including use that exceeds limits specified in the Documentation or Order and use in connection with third-party technology with which the Solution is not compatible, according to the Documentation; (e) Customer's failure to implement a workaround or apply an Update recommended and made available by Vertex without additional charge; (f) Customer's failure to comply with the terms of this Support Exhibit or the Agreement or other reasonable instructions of Vertex, which failure results in Vertex's inability to provide Support Services; or (g) Solutions that are free trials or not in general availability release, or are subject to End-of-Life or similar planned deprecation, provided Vertex has met any applicable notice requirements specified in the Agreement. Vertex also has no obligation to provide Support Services while Vertex's performance obligations are suspended in accordance with the Agreement.