



## **VERTEX GLOBAL PARTNER PROGRAM** **Standard Terms**

These Standard Terms, Orders, and applicable Supplemental Terms (collectively, the “**Agreement**”) govern Vertex’s Global Partner Program and any use of Products and Services ordered from Vertex.

### **1. Agreement Structure.**

- 1.1. 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 Partner or one of its Affiliates (the “**Partner Entity**”) may sign an Order under the Agreement. Each Order represents a separate contract, governed by the Agreement, between the Vertex Entity and Partner Entity, and each of those parties is solely liable for performance of its obligations under the Order. If Vertex and Partner refer to the Agreement in a subsequent Order between them or their Affiliates, it will govern that subsequent Order.
- 1.2. Precedence.** Conflicts or inconsistencies between the documents comprising the contract formed by an Order will be resolved in the following order of precedence (descending): Order, applicable Supplemental Terms, then these Standard Terms.
- 1.3. “Partner Program Guide”** The Partner Program Guide (located here: [Vertex Global Partner Program Guide](#)) incorporated into and made part of this Agreement by reference. The Partner Program Guide outlines the details, requirements, benefits, and obligations for each Partner Type and Tier. Partners are responsible for reviewing and complying with all applicable requirements in the Partner Program Guide.
- 1.4. Modifications.** Vertex may update the Partner Program Guide and/or these Standard Terms and the Supplemental Terms from time to time to adapt to changes in Vertex’s business and portfolio of Products and Services. Current and archived versions of these Standard Terms and applicable Supplemental Terms will be published on the Vertex website. Regardless of any update, the Standard Terms that Partner agrees to in its Order will stay the same for the remainder of that Order Term. If the modifications materially and adversely affect Partner, and Partner does not wish to accept such modifications, Partner may terminate this Agreement in accordance with the Termination section below.
- 1.5. Partner Affiliates.** Except for Solution Implementers or unless otherwise stated in an Order, Partner may permit any Partner Affiliate to access and use a Licensed Product, via Vertex’s Cloud-Based Services Sandbox or as an On-Premises Licensed Product on their Partner-owned or controlled system, if such Affiliate is informed of and follows the Agreement’s terms. Support and updates for On-Premises Licensed Products will be provided only to Partner unless specified otherwise. Partner is liable for all actions and omissions of each Partner Affiliate as if they were its own and must indemnify Vertex against any resulting losses or claims.

**2. Appointment.** Vertex appoints Partner as an authorized, non-exclusive Partner. The applicable Partner Type and Partner Tier are set forth by Vertex in an Order pursuant to this Agreement.

**3. Invoice and Payment.** Vertex will invoice and Partner shall pay all fees stated in an Order or separate invoice for purchases on Vertex University. Unless the Order or invoice states otherwise, Partner 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 Supplemental Terms specifies otherwise. 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).

**4. Rights Granted to Vertex Cloud-Based Services and Products.**

- 4.1. Cloud-Based Services Sandbox License.** Vertex may grant Partner limited, non-exclusive, non-transferable access to the Vertex Cloud-Based Services identified on an Order in a sandbox environment for the following purposes: (a) marketing Partner's services; (b) developing a connector for integration with the Partner Product; (c) training staff for related services; and (d) providing implementation, consulting, or support to mutual Customers for licensed Cloud-Based Services. Partners cannot use these services to demonstrate features, host on behalf of others, or run them in production for any party. Downloading or installing Cloud-Based Services is only allowed as specified in this Agreement. The Agreement does not authorize use for internal business or other unspecified purposes, nor does it allow licensing or sublicensing to third parties; all such licenses are between Vertex and the Customer. Access is provided "As Is" with no warranties regarding the services' performance or availability.
- 4.2. Partner Access Control.** Partner is responsible for authorizing, monitoring, and controlling access to the Vertex sandbox environment and all assigned User IDs, including any use by employees or others on Partner's systems. Partner must: (a) oversee all access to the sandbox by employees and anyone accessing through Partner, (b) ensure compliance with Agreement terms, (c) maintain confidentiality and control of User IDs, (d) instruct Users not to share User IDs, and (e) promptly notify Vertex in writing if a User ID needs changing or deactivation due to security or status changes (e.g., employee departure). Partner is liable for harm caused by theft or disclosure of User IDs or access credentials. Immediate notification to Vertex is required for unauthorized use or breaches of confidentiality obligations.
- 4.3. Licensed Products.** Vertex, in its sole discretion, may make available Licensed Products further identified on an Order for installation in a non-production environment on a system owned or controlled by Partner (each, an "**On-Premise Licensed Product**") for (a) marketing Partner's services; (b) developing a connector for integration with the Partner Product; (c) training staff for related services; and (d) providing implementation, consulting, or support to mutual Customers. The license for each On-Premise Licensed Product shall be subject to: (i) payment of an annual fee, (ii) the terms and conditions of the Agreement, and (iii) the terms and conditions of the applicable Order. Unless otherwise indicated in the applicable Order, the initial term of the license for each On-Premise Licensed Product shall be one (1) year and shall begin on the date such On-Premise Licensed Product is made available electronically to Partner. The license term may be renewed for successive periods of one (1) year each upon payment in advance of a renewal fee prior to the start of each renewal period (the initial term and all renewal terms, if any, for an On-Premise Licensed Product, the "**On-Premise License Term**"). Upon the expiration or termination of this Agreement or the On-Premise License Term for an On-Premise Licensed Product, Partner shall destroy all copies of the On-Premise Licensed Product in its possession or under its control.
- 4.4. API License for Technology Providers.** Vertex may grant a limited, nonexclusive, nontransferable, and non-sublicensable license to Technology Providers for accessing and using its APIs and related materials solely to develop, test, and maintain integrations with the Vertex Cloud-Based Services in approved nonproduction environments. Production use, processing live transactions, sharing with third parties, and creating competing products are prohibited. Written permission is required to download or install API Materials. Usage must not be malicious, illegal, or disruptive, and open-source licensing requirements cannot apply to Vertex's software. The Partner must secure credentials and inform Vertex of unauthorized use. Vertex retains all rights to the APIs and may modify or discontinue them with notice.

**4.5. Restrictions.** Unless permitted by law or this Agreement, Partner must not, nor allow others to: (a) provide Vertex Cloud-based Services and Products to third parties or use them for others' benefit; (b) reverse engineer or decrypt any part of Vertex Cloud-based Services or Products; (c) seek source code unless it's provided; (d) copy, modify, or create derivative works; (e) use unauthorized versions; (f) build similar or competing products; (g) perform or share testing on Cloud-based Services or Products (h) use any AI agent to access or use the Cloud-based Services or Products; (i) use any automated means to scrape, crawl, harvest, extract, mirror, or index any portion of the Cloud-based Services or Products; (j) circumvent or attempt to circumvent usage limits, authentication, access controls, technical restrictions, or security measures; (k) remove or alter copyright notices; (l) use in ways that infringe rights or break laws; or (m) make inconsistent claims about the Vertex Cloud-based Services or Products.

## **5. Ownership.**

**5.1. Proprietary Rights.** This Agreement does not transfer any intellectual property rights related to either party's products, services, or work product; any such transfers require a separate written agreement. All rights in Vertex Cloud-based Services, Products, and related third-party products remain with Vertex and its licensors or suppliers. If Partner provides feedback, Vertex may use it freely, without obligation, and owns any resulting improvements or enhancements. Technology Providers own the Integrations developed pursuant to this Agreement, provided that the Integration contains no Vertex code, and Vertex holds no liability for the Integration developed by Technology Partner.

**5.2. Use of Other Party's Trade Name and Trademarks.** Each party grants the other a non-exclusive, non-transferable, royalty-free license to use their marks and company names during the Term, solely for purposes related to this Agreement. Use in promotional materials requires prior consent unless covered by this Agreement or an agreed-to marketing plan; such consent will not be unreasonably withheld if for marketing. The using party must make any necessary corrections to materials at its own expense before use. All public announcements about this Agreement require mutual written approval, which will not be unreasonably withheld. Both parties will collaborate on a marketing strategy. This Agreement does not assign rights or permit sublicensing or third-party use of marks, and all goodwill from mark use remains with the respective owner.

**5.3. Prohibited Bidding and Keyword Use.** Partner shall not, and shall ensure that its Affiliates, subcontractors, and agents do not, purchase, bid on, use, or otherwise target any search engine keywords, ad words, or other paid search terms that include (a) the name Vertex, (b) any names, product names, service names, trademarks, or branding of Vertex, or (c) any misspellings, variations, translations, or confusingly similar terms thereto (collectively, the "**Protected Terms**"). Partner shall not engage in any behavior that may reasonably cause confusion in the marketplace regarding the affiliation between the Parties. Vertex may monitor Partner's search engine marketing activities for compliance. If Vertex reasonably determines that Partner is violating this clause, Partner shall immediately cease the non-compliant activity and take prompt corrective action within upon receipt of written notice, including suspending campaigns or transferring prohibited domain names.

## **6. Training and Support**

**6.1. Training and Certifications.** Partners must complete required training as detailed in the Partner Program Guide. Each training participant needs an individual Vertex University account located at <https://university.vertexinc.com/learn/home>. Vertex designs the curriculum, including O Series online learning with practical scenarios and best practices using test data. Participants must finish the course within six months of the Effective Date; unused courses are non-refundable. Certificates

and continuing education credits are granted according to Vertex policies. All course materials are Vertex Intellectual Property and may only be used by the attending participant.

**6.2. Support.** Partner agrees that support will not be available until Partner has completed required training. After completing the required training, support will be available during Vertex's normal Support hours from 8:00 am to 8:00 pm EST Monday through Friday.

**7. Confidentiality** The receiving party shall take reasonable steps and security precautions to prevent the unauthorized disclosure of any Confidential Information of the other party, and to maintain the confidentiality of the other party's Confidential Information that is disclosed to the recipient pursuant to this Agreement, but, in any event, shall do no less than it does to protect its own Confidential Information. Confidential Information shall not include information that: (a) is or becomes public knowledge through no fault of the recipient; (b) was in the recipient's possession before receipt from the party providing such Confidential Information; (c) is disclosed to recipient by a third party not known by recipient to be subject to a duty of confidentiality with respect to such Confidential Information; or (d) is independently developed by the recipient. It shall not be a breach of this Section to disclose Confidential Information pursuant to judicial order, requirement of a governmental agency, operation of law, or the prior written approval of the party providing such Confidential Information. Both parties understand that the release of Confidential Information could cause irreparable harm and therefore agree that a party may seek an injunction against the other party to prevent the release of any Confidential Information, in addition to any other relief provided by law. Upon termination of the Agreement, each party shall, upon request from the other party, return to the other party or otherwise destroy the other party's Confidential Information in its possession or under its control; provided, however, that each party may retain copies of such information required for compliance with the party's recordkeeping or legal requirements or to enforce the party's rights under the Agreement, which information will remain subject to the confidentiality provisions of the Agreement.

**8. Warranties.**

**8.1. Mutual Representations and Warranties.** Vertex and Partner 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.

**8.2. Vertex Disclaimer of Warranties. THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION ARE EXCLUSIVE AND IN LIEU OF, AND EACH PARTY EXPRESSLY DISCLAIMS, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL OTHER REPRESENTATIONS AND WARRANTIES, TERMS AND CONDITIONS, STATUTORY OR OTHERWISE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE VERTEX CLOUD-BASED SERVICES AND PRODUCTS AND EACH PARTY'S PERFORMANCE UNDER THIS AGREEMENT.**

**9. Indemnification**

**9.1. General Indemnification.** Each party hereby agrees to defend, indemnify and hold harmless the other party, its parents, affiliates and subsidiaries, and their officers, directors, agents and employees (the "Indemnified Party") against all costs, expenses and losses (including reasonable attorney fees and costs) incurred through claims of third parties against any Indemnified Party arising from the gross negligence or willful misconduct of the indemnifying party, its officers, employees, agents and/or representatives (the "Indemnifying Party").

- 9.2. Indemnification by Vertex.** Vertex agrees to indemnify, defend, and hold Partner harmless from and against any and all liabilities, damages, losses and judgments, including reasonable attorneys' fees, costs, and expenses incidental thereto, arising out of a third party claim that the Vertex Intellectual Property infringes or misappropriates any United States copyright, trade secret, trademark, or other proprietary right (collectively "Claims") Vertex will have no liability for any claims of infringement resulting from: (a) any application developed from Partner's use of the Vertex Programs; or (b) any intellectual property not owned by Vertex.
- 9.3. Indemnification by Partner.** Partner agrees to fully indemnify and hold harmless the Indemnified Parties against all costs, expenses and losses (including reasonable attorney fees and costs) incurred through claims of third parties against any Indemnified Party based on the indemnifying party's unlawful or unauthorized use or provision of third-party information, services and/or software.
- 9.4. Indemnification by Technology Providers.** Partners appointed by Vertex as a Technology Provider agrees to fully indemnify and hold harmless Vertex, its directors, officers, suppliers, consultants and employees, against any and all third party claims, to include attorneys' fees, arising out of (i) Technology Provider's use of any Vertex Programs in violation of this Agreement, and any application developed from such use, including, but not limited to, an Integration; and (ii) any intellectual property infringement claim arising from Technology Partner's use of the Vertex Programs and any application developed therefrom.
- 9.5. Mitigation; Processes and Procedures.** Each party must: (i) notify the other in writing within thirty (30) days of any claim; (ii) give the indemnifying party sole control over defense and settlement; and (iii) provide necessary assistance, information, and authority as needed. Reasonable out-of-pocket expenses for such assistance will be reimbursed by the indemnifying party. The indemnifying party is not liable for losses caused by the Indemnified Party's fraud, negligence, willful misconduct, or failure to mitigate. Prompt written notice of claims subject to indemnification is required. The Indemnified Party must supply relevant information and help at its own expense. Settlements require the Indemnified Party's written consent unless they involve only monetary payment by the indemnifying party or a third party, along with a full release of the Indemnified Party.

**10. Limitation of Liability.** Except for a party's obligations of indemnification or a party's breach of its confidentiality obligations, or as expressly set forth in this Agreement, in no event shall either party or its officers, directors, or employees be liable to the other party for indirect, special, consequential, punitive or incidental damages, whether based in contract, tort or any other legal theory, and whether or not that party has been advised of the possibility of such damages. EXCEPT FOR A PARTY'S OBLIGATIONS OF INDEMNIFICATION, A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS, OR AS EXPRESSLY SET FORTH IN THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY FOR DAMAGES IN CONNECTION WITH THIS AGREEMENT EXCEED THE TOTAL AMOUNTS PAID TO VERTEX BY PARTNER UNDER THIS AGREEMENT FOR THE AFFECTED SERVICES IN THE IMMEDIATELY PRECEDING TWELVE (12) MONTHS.

**11. Term and Termination.**

**11.1. Term.** This Agreement and any licenses granted hereunder shall become effective as of the Effective Date and shall continue in effect for the remainder of the Calendar Year. The Term will renew from 12-month periods starting January 1 through December 31 year to year following the Effective Date, provided that this Agreement is not terminated by either party.

**11.2. Termination.** This Agreement may be terminated if either party is in breach of any of its material obligations hereunder and has not commenced cure within ten (10) days and effected cure within

thirty (30) days of receipt of written notice of breach from the other party. Each party shall have the right to terminate this Agreement for convenience upon sixty (60) days' notice.

**11.3. Effect of Termination.** If Vertex terminates the Agreement without cause, then Vertex shall refund the pro-rated, unused portion of any fees paid by Partner to Vertex for the remainder of the then-current term. Any Compensation earned by Partner as of the effective date of the termination will continue to be paid in accordance with the terms of this Agreement and the Partner Program Guide. Upon termination of this Agreement for any reason, all Confidential Information shall be returned to the disclosing party by the receiving party and all electronic copies shall be destroyed to the extent reasonably possible.

## **12. Miscellaneous**

**12.1. Governing Law.** This Agreement is governed by Delaware and U.S. federal law. Partner consents to Delaware courts for disputes. The waiver or failure of a party to exercise any of its rights hereunder shall not be deemed a waiver of any future right in regard to the same matter or any other matter. If any provision is invalid or unenforceable, it will be omitted without affecting the rest of the Agreement.

**12.2. Code of Conduct.** Partner agrees to comply with the [Vertex Code of Ethics and Business Conduct](#).

**12.3. Force Majeure.** Neither party shall be liable for delays or any failure to perform under Agreement due to causes beyond its reasonable control. Such delays include, but are not limited to, fire, explosion, flood or other natural catastrophe, governmental legislation, acts, orders or regulation, strikes or labor difficulties, to the extent not occasioned by the fault or negligence of the delayed party.

**12.4. Notices.** Partner agrees to provide Vertex with a main point of contact for the Partner relationship, a technical contact, and a marketing contact. Notices under this Agreement must be in writing. The preferred method is email to the addresses specified in the Order. Email notices are effective upon delivery confirmation or a reply with the original message. Other written notices should be sent to the mailing address listed here or in the Order and are effective upon hand delivery or overnight courier with proof of delivery, or three (3) days after mailing if sent by prepaid, return receipt mail. Either party can update its contact information by notifying the other in writing. Partner's mailing address is as stated in the Order; Vertex's notice addresses are legal@vertexinc.com and 2301 Renaissance Blvd, King of Prussia, PA 19406-2772.

**12.5. Nature of Relationship.** The parties agree to cooperate and act collaboratively in carrying out the Agreement, but this does not establish any corporation, partnership, joint venture, or other legal entity. The parties shall always be and remain independent contractors. Neither party has authority to bind the other without express written consent, and both remain independent contractors. The Agreement does not alter existing relationships or contracts with partners, clients, service providers, or third parties, nor does it prevent either party from fulfilling prior obligations that may conflict with its terms.

**12.6. No Representation.** Except as expressly provided in the Agreement, neither party makes any representation that (i) any sales will be made, (ii) any resources are committed, or (iii) that any effort will be made towards the process of executing opportunities. This Agreement shall not be construed to be a commitment by either party to work exclusively with the other party regarding potential new business or any other business activities.

**12.7. Assignment.** Neither party shall directly or indirectly assign the Agreement or the rights or duties created by the Agreement without the prior written consent of the other party.

**12.8. Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, negotiations, representations, and understandings, whether written or oral, relating to such subject

matter. There are no other agreements, representations, warranties, or understandings between the Parties relating to the subject matter of this Agreement except as expressly set forth herein. Each Party acknowledges that it has not relied on any statement, representation, warranty, or agreement of the other Party not expressly set forth in this Agreement. Notwithstanding the foregoing, Partners with existing Orders who have accepted the terms of this Agreement may continue using the Products or Cloud-based Services identified in those Orders under the terms of this Agreement.

**12.9. Counterparts; Electronic Signature.** The Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. The parties agree that an electronic signature may substitute for and have the same legal effect as the original signature.

**13. Definitions:** The following terms are defined for the purpose of this Agreement:

**13.1. "Affiliate(s)"** 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.

**13.2. "Applicable Law(s)"** means all laws, statutes, regulations, regulatory guidance, and governmental requirements that apply to a party's performance under the Agreement, including any amendments, replacements, or successor legislation, and including, where relevant, data privacy, security, and consumer protection laws such as the GDPR, UK GDPR, CCPA, CPRA, and other comparable laws in any jurisdiction having authority over the party or the activities performed under the Agreement.

**13.3. "Confidential Information"** shall mean the terms of this Agreement, any operating software and any other product, process, document or item which is by its nature confidential, material, idea, data or other information as well as research, developments, trade secrets, financial, technical, commercial or business affairs of either party and its employees, customers, licensors, suppliers, subsidiaries, affiliates and agents supplied to the other party pursuant to this Agreement whether in writing or orally;

**13.4. "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.

**13.5. "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.

**13.6. "Effective Date"** means the date on which Partner executes the Agreement, or such later date as may be specified in the applicable Order, and from which the initial term of the Agreement commences.

**13.7. "Eligible Marketing Activities"** means marketing activities which have been submitted by Partner and pre-approved by Vertex for MDF reimbursement in accordance with the Partner Program Guide and this Agreement.

**13.8. "End User or Customer"** shall mean an organization who licenses the Vertex Solution and the Partner's Product or who is a prospective licensee of the Vertex Solution and the Partner's Product.

**13.9. "Enhancements"** are improvements, new features, or modifications to a Vertex Cloud-based Service of Product provided by Vertex at no extra cost, as part of standard maintenance, support, or subscription services. Enhancements may be included in Updates or new versions released under this Agreement.

**13.10. "Implementation Provider"** is a Partner Type and has the meaning set forth in the Partner Program Guide.

**13.11. "Integration"** refers to any software, connector, interface, or technical solution developed by Partner to link the Partner Product and Vertex Solution, using only Vertex-provided resources. It

includes any updates or enhancements by Partner, as long as no part contains Vertex's intellectual property, programs, or proprietary code.

- 13.12. **“Marketing Development Fund or MDF”** means a discretionary fund for eligible marketing activities approved by Vertex which may be earned by eligible Partners as further described in the Partner Program Guide. MDF does not constitute a rebate, discount, commission, or price reduction and creates no entitlement to payment unless and until Vertex issues a written approval (e.g., allocation notice or campaign authorization) and Partner completes the Eligible Marketing Activities. MDF are subject to the terms of this Agreement and the terms and conditions set forth in Marketing Development Fund Supplemental Terms and Conditions.
- 13.13. **“Mutual Customer”** means end users who have executed a Vertex Customer Agreement or an equivalent Vertex end user agreement and is also an End User of Partner’s product or service.
- 13.14. **“Partner Tier”** means the Partner Tier as appointed by Vertex subject to Partner meeting the requirements set forth in the Partner Program Guide and the terms of this Agreement.
- 13.15. **“Partner Types”** means either Implementation Provider, Solution Provider, or Technology Provider.
- 13.16. **“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.
- 13.17. **“Partner Portal”** means a secure, centralized online platform made available by Vertex to authorized Partners for the purpose of accessing program materials, resources, tools, training, deal-registration capabilities, and other content necessary to support partnership activities. Access to and use of the Partner Portal is at Vertex’s discretion and subject to Vertex’s applicable terms, policies, and any permissions or restrictions implemented by Vertex from time to time.
- 13.18. **“Product”** means a software application distributed by Vertex, and all applicable database content, Updates, and Enhancements, which is delivered via FTP.
- 13.19. **“Solution Provider”** is a Partner Type with the meaning set forth in then Partner Program Guide and is subject to this Agreement and the terms and conditions set forth in the Solution Provider Supplemental Terms and Conditions.
- 13.20. **“Supplemental Terms”** means additional terms included in or referenced in an Order.
- 13.21. **“Technology Provider”** is a Partner Type with the meaning set forth in then Partner Program Guide.
- 13.22. **“Territory”** shall mean the entire world, unless otherwise set forth in an Order.
- 13.23. **“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 Partners without additional charge.
- 13.24. **“Vertex Intellectual Property”** shall mean the copyrights, trademarks, trade secrets and other proprietary rights incorporated into, appearing on, or otherwise contained in Cloud-based Services, Vertex Programs, and Portals.
- 13.25. **“Vertex Programs”** shall mean the software programs associated with the Vertex Solution, Portals and the Vertex API’s, including associated documentation, updates, enhancements and modifications to such software programs and services.
- 13.26. **“Vertex University”** means Vertex’s online learning platform that provides access to self-paced courses, videos, webinars, tutorials, and instructor-led training, including product-specific education and certification programs.