

Vertex Customer Agreement

Service Level Exhibit

1. **Overview.** This Service Level 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 availability service levels for Vertex's Cloud-based Services. If Vertex does not maintain the availability service level during the Order Term for a Cloud-based Service, Customer may be eligible for a credit towards fees payable to Vertex.

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. **Definitions.**

2.1 "Customer Support Portal" means Vertex's online portal at <https://community.vertexinc.com> (or other URL designated by Vertex).

2.2 "Monthly Availability Percentage" means Monthly Maximum Availability minus Monthly Unavailable Minutes, divided by Monthly Maximum Availability, multiplied by one hundred (100).

2.3 "Monthly Excluded Minutes" means minutes in a month during which the Cloud-based Service is Unavailable because of Scheduled Maintenance or other SLA Exclusion.

2.4 "Monthly Maximum Availability" means total number of minutes in a month.

2.5 "Monthly Unavailable Minutes" means minutes in a month during which the Cloud-based Service is Unavailable, excluding Monthly Excluded Minutes.

2.6 "Scheduled Maintenance" means any period when the Cloud-based Service is Unavailable because of scheduled system maintenance.

2.7 "Status Page" means Vertex's online notification page at <https://status.vertexinc.com> (or other URL designated by Vertex), where Scheduled Maintenance windows and Unavailability incidents are published.

2.8 "Unavailable" and "Unavailability" means a problem with the Cloud-based Service prevents Customer's authorized end users or computer networks or devices from accessing or connecting to the Cloud-based Service.

3. **Service Level.** All Cloud-based Services shall have a minimum Monthly Availability Percentage of ninety-nine and nine-tenths percent (99.9%), except that Vertex North America Indirect Tax Returns, delivered via On Demand with standard hosting, shall have a minimum Monthly Availability Percentage of ninety-nine and five-tenths percent (99.5%) (the "**Service Level**"). Vertex shall continuously monitor Cloud-based Services and measure performance against the Service Level using industry standard tools and processes. Vertex's monitoring data will be the authoritative source of information to measure performance against the Service Level and confirm whether the Service Level was met.
4. **Service Credits.** Customer's remedy for confirmed failures of Cloud-based Services to meet the Service Level will be a credit ("**Service Credit**") in an amount equal to one (1) day of the pro-rata monthly fee for the Cloud-based Service for every sixty (60) minutes that the Service Level is not met. If the Service Level is not met for a period that is less than sixty (60) minutes or not evenly divisible by sixty (60) minutes, the Service Credit amount will be calculated on a prorated basis in whole minute increments. If Customer experiences an Unavailability incident, Customer may claim a Service Credit for that incident by logging a support service request using the

Customer Support Portal. Customer shall claim a Service Credit not more than sixty (60) days after an Unavailability incident. If the Service Credit is timely claimed by Customer and confirmed by Vertex, Vertex shall apply the Service Credit towards Vertex's next invoice for subscription fees payable for the Cloud-based Service. The total Service Credit in any month will not exceed the pro-rata monthly fee paid by Customer for the Cloud-based Service. Accrued but unused Service Credits remaining upon expiration or termination of an Order for a Cloud-based Service shall be refunded to Customer.

5. **Termination.** If Vertex fails to meet the Service Level in three (3) months during any rolling six (6) month period, Customer may terminate the Order for the applicable Cloud-based Service without penalty on written notice. Customer shall provide its termination notice not more than sixty (60) days after the last of these failures. If Customer terminates under this section, Vertex shall refund Customer any prepaid fees under the affected Order that are unused as of the effective date of termination.
6. **Exclusive Remedy.** THE SERVICE CREDIT, TERMINATION, AND REFUND REMEDIES SPECIFIED IN SECTIONS 4 AND 5 OF THIS EXHIBIT ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES AND VERTEX'S ENTIRE LIABILITY FOR ANY FAILURE TO MEET THE SERVICE LEVEL.
7. **SLA Exclusions.** Vertex has no liability for failure to meet the Service Level with respect to any Unavailability, suspension, or termination of a Cloud-based Service, or any other Cloud-based Service performance issue, resulting from: (a) Scheduled Maintenance; (b) causes outside Vertex's reasonable control, including Force Majeure (as defined in the Agreement), carrier related problems or issues, or internet access or related problems or issues beyond the demarcation point of the Cloud-based Service (i.e., beyond the point in the network where Vertex and its data center providers maintain control over the Cloud-based Service); (c) any actions or inactions of Customer or any third party (other than Vertex's data center providers and third parties within Vertex's control); (d) Customer's or any third party's equipment, software, or other technology (other than equipment, software, or other technology within Vertex's control); (e) Vertex's suspension or termination of Customer's right to use the Cloud-based Service in accordance with the Agreement; or (f) problems or issues related to non-production environments, free trials, pre-release software, or other software or features that are not in general availability release (collectively, the "SLA Exclusions").
8. **Scheduled Maintenance.** Vertex shall publish Scheduled Maintenance windows at least seventy-two (72) hours in advance on the Status Page. A shorter publication period may apply only if system maintenance is required for critical data security reasons. Vertex shall use commercially reasonable efforts to minimize the frequency and duration of Scheduled Maintenance windows and the impact of system maintenance on core capabilities of Cloud-based Services. For Cloud-based Services specified in an Order as being delivered via On Demand, Vertex reserves a weekly recurring Scheduled Maintenance window each Sunday between 12:00 am and 6:00 am ET.
9. **Recovery Objectives.**
 - 9.1 **"Recovery Point Objective" or "RPO"** means the expected maximum period of data loss after an unplanned data loss incident.
 - 9.2 **"Recovery Time Objective" or "RTO"** means the expected maximum period in which a Cloud-based Service will be restored after a major Unavailability incident.
 - 9.3 **Recovery of Cloud-based Services.** Vertex shall implement and maintain operational and technical measures to provide for redundancy of all mission-critical systems, data, and infrastructure that support Cloud-based Service delivery, including backup of Customer Data to remote media and failover and mirroring processes. Vertex's redundancy measures shall be designed to meet or exceed the following RPO and RTO:

	Cloud-based Services delivered via Cloud	Cloud-based Services delivered via On Demand
RPO	4 hours	24 hours
RTO	4 hours	48 hours