

Vertex Start Services Gold SOW

This Statement of Work (“**SOW**”) is between Vertex, Inc. (“**Vertex**”), and the customer that signs an Order referencing this SOW (“**Customer**”) and is effective when the Order is signed by Vertex and Customer. The rights and obligations of Vertex and Customer regarding this SOW are set forth in the agreement between the parties governing Customer’s subscription to Vertex® Cloud Indirect Tax or Vertex® Indirect Tax O Series® On-Demand (whichever Vertex solution applies to Customer, the “**Vertex Solution**”), as supplemented by the terms contained in this SOW.

1. Description of tasks and deliverables.

Customer will integrate its financial system with the Vertex Solution. Vertex will partner with Customer to implement indirect tax compliance in the Vertex Solution according to Customer’s requirements. Vertex’s and Customer’s roles during the project are defined in the RASCI table below.

Vertex will perform the following tasks:

- + Vertex will conduct a discovery workshop to identify Customer’s functional and technical requirements:
 - Review master data
 - Identify and document tax/business requirements
 - Identify and document reporting requirements
 - Identify and document compliance requirements
- + Vertex will provide a Solution Design for the following:
 - Vertex Solution configuration
 - Interface design, if needed
- + Vertex will provide functional training for the Vertex Solution
- + Vertex will consult with Customer during installation of any Vertex-supplied connector between Customer’s host financial system and the Vertex Solution in one (1) environment, if needed
- + Vertex will consult with Customer to configure the Vertex Solution
- + Vertex will consult with Customer during testing cycles
- + Vertex will provide go-live support during cutover

Vertex will provide the following deliverables:

- + Requirements document
- + Solution Design document
- + Configuration Guide

+ Functional Training Guide

2. Project Schedule and Change Orders.

Vertex will schedule Customer's project when Customer completes Vertex Cloud registration or is granted access to Vertex O Series On-Demand (as applicable) or when the Order is signed, whichever is later (the "**SOW Start Date**"). If Customer timely and reasonably fulfills its defined roles (including timely deliverable review and access to personnel, information, and systems, as required), Vertex will complete this SOW within ninety (90) days after the SOW Start Date (the "**SOW End Date**"). If the SOW is not complete or not expected to be complete before the SOW End Date because of Customer's delay, suspension, or other reason beyond Vertex's control, a mutually agreed written change order (including email) is required.

3. Fees and Payment.

Vertex will provide the services described in this SOW on a firm fixed fee basis. The applicable fee is stated on the Order. Vertex will invoice Customer for the full amount of the fee on the SOW Start Date. Invoices are subject to the same payment terms that apply to Vertex's invoices for the Vertex Solution. No expenses will be charged to Customer under this SOW.

4. Project Execution.

Vertex will perform services described in this SOW remotely during regular business hours from Monday through Friday, excluding Vertex holidays. Regular business hours are defined as 9:00 am to 8:00 pm ET. Vertex availability outside regular business hours is subject to mutual agreement and may require up to three (3) weeks' advance notice. Vertex charges an additional fee per consultant per day for weekend/holiday coverage. Any Customer request for weekend/holiday coverage will be in writing (including email), and by submitting a request, Customer agrees to pay Vertex's invoice for weekend/holiday coverage if it is provided, at the rate stated on the Order.

5. Deliverable Review.

Customer will review any deliverable received from Vertex and, within ten (10) days of receipt (the "**Review Period**"), will notify Vertex either that the deliverable is accepted or that the deliverable is rejected because it does not materially conform to the specifications described in this SOW. Customer's rejection notice will specify in reasonable detail the nature and scope of the nonconformity. If Customer does not accept or reject a deliverable within the Review Period, the deliverable is deemed accepted. If Customer rejects a deliverable within the Review Period, Vertex will have five (5) business days to correct the nonconformity and resubmit the deliverable to Customer for further review. This process will repeat until the deliverable is accepted.

Vertex Start Services Gold RASCI				
R – Responsible A – Accountable S – Support C – Consulted I – Informed				
	Project Task	Vertex	Customer Tax	Customer IT
Governance	Schedule a project kickoff meeting	R	A	S
	Create and maintain a master project resource contact list	R	S	S
	Create a communication plan and communication protocol	R	S	S
	Create the escalation and remediation policies	R	S	S
Blueprint	Conduct discovery workshop (Functional Req. gathering)	R	A	I
	Review material master data and determine taxability mapping	R	S	I
	Identify and document tax requirements for each business entity	R	A	I
	Identify and document Technical Requirements	I	S	R
	Identify and document Security Requirements	C	A	R
	Identify and document Reporting Requirements	R	A	C
	Identify and document business process flows	R	S	A
	Review and define process for adding Exemption Certificates	R	A	S
	Define process for managing open orders and invoices	R	S	I
	Create a solution document defining Vertex Configuration	R	A	S
	Conduct design workshops	R	S	S
Realization	Installation of Vertex Supplied connector	C	I	R
	Configuration of Vertex based on the solution document	R	R, A	I
	Configuration of prof. calc and Returns	S	R, A	I
	Test communication of Vertex to Financial application	S	I	R
	Perform Unit testing of Vertex tax configuration	C	A	R
	Perform Integration testing	C	S	R
	Perform User Acceptance testing	C	A	R
	Perform mock month-end close	C	R	C
	Test report configuration	C	R	I
	Perform functional training of the Vertex software	R	A	S
	Create a transition plan for migration from non-prod to prod	C	A	R
Transition	Go-live support	R	R	R
	Post go-live support	I	R	R
	Post-Implementation review	I	R	R