

## Vertex Release Testing Service SOW – Basic

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® Indirect Tax O Series® On-Demand (“On-Demand”), as supplemented by the terms contained in this SOW.

### 1. Description of Services.

Vertex is offering a service to provide functional testing of pre-release On-Demand Service Releases (“SR”). This service will be performed approximately two (2) weeks before an SR is made generally available to all On-Demand customers.

This service will include the following for each SR:

- + Import a copy of Customer’s production tax configuration data to the testing environment.
- + Transaction testing of up to 250 transactions derived from data previously stored in Customer’s On-Demand environment.
- + Access to an exception report that shows transaction testing results.
- + Access to Vertex consultants, who will provide analysis regarding transaction testing results.
- + Troubleshooting to assist in resolving issues identified in the exception report and, if needed, developing a plan to address any critical issues identified during the transaction testing.

Vertex Consulting will provide the following:

- + Work Plan
- + Exception Report
- + Consultative session to review the results

Customer is required to be available for a thirty (30) minute discussion to review the transaction testing results.

### 2. SOW Term, Fees, and Payment.

The SOW initial term is one (1) year, beginning on the SOW effective date. When the initial term expires, the SOW will renew annually for successive renewal terms of one (1) year each, unless either Customer or Vertex provides the other party written notice of non-renewal at least sixty (60) days before the then-current initial term or renewal term expires. Vertex will provide the services described in this SOW on an annually recurring, subscription fee basis. The applicable fee is stated on the Order and is payable annually in advance. Invoices are subject to the same payment terms that apply to Vertex’s invoices for On-Demand. No expenses will be charged to Customer under this SOW.