



Vertex Customer Agreement

Standard Terms

These Standard Terms, Exhibits, and Data Processing Addendum (collectively, the “**Vertex Customer Agreement**” or the “**Agreement**”) govern Customer’s use of Products and Services ordered from Vertex. Each Order that references the Vertex Customer Agreement is governed by the Agreement and any Supplemental Terms referred to in the Order.

1. **Definitions.** These definitions apply to terms that appear throughout the Agreement. Other capitalized terms are defined elsewhere in the Standard Terms or the Exhibits.

1.1 “Affiliate” 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, excluding “**Excluded Affiliates**.” An entity is an Excluded Affiliate if it is engaged primarily in private equity or venture capital or is an Affiliate of a party solely because it is under common control by such an entity.

1.2 “Applicable Law” means laws, regulations, orders, and other governmental directives with the force of law that apply to a party in its performance of obligations or exercise of rights under the Agreement.

1.3 “Claim” means a claim, demand, lawsuit, or other legal proceeding brought against an Indemnified Party.

1.4 “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, which an Order specifies as being delivered via On Demand or Cloud.

1.5 “Customer” means the entity designated as Customer in an Order.

1.6 “Customer Data” means data transferred by or on behalf of Customer or its Affiliates for processing or storage to a Vertex repository in connection with any Product or Service and any derivatives based on or modifications to such data. Customer Data includes output derived from Customer Data that Customer or Affiliates generate using the Product or Service.

1.7 “Customer Support Exhibit” means the Customer Support Exhibit published on the Vertex website, which describes Vertex’s technical support and training services (“**Support Services**”).

1.8 “Customer Support Portal” means Vertex’s online portal at <https://community.vertexinc.com> (or other URL designated by Vertex), where Customer may log and track support service requests; access Documentation, Products, and Product Updates; and consult available self-service resources.

1.9 “Data Processing Addendum” means the Data Processing Addendum published on the Vertex website, which describes Vertex’s and Customer’s rights and obligations relating to data processing.

1.10 “Deliverable” means any document or item prepared by Vertex and delivered to Customer under an SOW and other results of Vertex Professional Services specified as Deliverables in an SOW.

1.11 “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.

1.12 “Exhibit” means any exhibit referred to in these Standard Terms.

1.13 “Indemnified Party” means, with respect to either Vertex or Customer, the applicable party that is subject to a Claim and its Affiliates, and their directors, officers, and employees.

1.14 “Losses” means damages, liabilities, costs, and expenses (including reasonable attorney fees and expenses).

1.15 “Malware” means any virus, worm, time bomb, Trojan horse, or other malicious programming, the purpose of which is to wrongfully disrupt, damage, alter, access, or interfere with the use or operation of any software, firmware, hardware, or data.

1.16 “Order” means an order, SOW, or other document specifying Products or Services Vertex will provide, applicable fees, currency, and other agreed commercial terms that Vertex and Customer sign.

1.17 “Outsourcing Services Exhibit” means the Outsourcing Services Exhibit published on the Vertex website, which describes Vertex’s business process outsourcing services (“**Outsourcing Services**”).

1.18 “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.

1.19 “Product” means a software application distributed by Vertex, and all applicable database content, Updates, and Enhancements, which an Order specifies as being delivered via FTP.

1.20 “Professional Services” means installation, implementation, configuration, and other professional consulting services described in a statement of work that Vertex and Customer sign or is referenced in an Order or the Terms of Use Exhibit (“**SOW**”).

1.21 “Security Exhibit” means the Security Exhibit published on the Vertex website, which describes technical, organizational, and physical controls maintained by Vertex to protect Customer Data.

1.22 “Service” means a Vertex service referred to in the Agreement or specified in an Order, including Professional Services, Cloud-based Services, Outsourcing Services, and Support Services.

1.23 “Service Level Exhibit” means the Service Level Exhibit published on the Vertex website, which describes availability service levels for Vertex’s Cloud-based Services.

1.24 “Supplemental Terms” means additional terms included in or referenced in an Order.

1.25 “Terms of Use Exhibit” means the Terms of Use Exhibit published on the Vertex website, which describes fees Vertex charges and rights Vertex grants for Products and Services.

1.26 “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 customers that have ordered the Product or Cloud-based Service without additional charge. Update does not include any database content or Product or Cloud-based Service feature or capability that Vertex makes available for additional charge (any such content, feature, or capability excluded from “Update,” an “**Enhancement**,” which Customer may order in the same manner as other Products and Services).

1.27 “Vertex” means **Vertex, Inc.**, a Delaware corporation, or the Affiliate of Vertex, Inc., which the Order designates as the selling and signing entity.

1.28 “Vertex website” means <https://www.vertexinc.com/vertex-legal> (or other URL designated by Vertex).

2. Agreement Structure.

2.1 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 Customer or one of its Affiliates (the “**Customer Entity**”) may sign an Order under the Agreement. Each Order represents a separate contract, governed by the Agreement, between the Vertex Entity and Customer Entity, and each of those parties is solely liable for performance of its obligations under the Order. If Vertex and Customer refer to the Agreement in a subsequent Order between them or their Affiliates, it will govern that subsequent Order.

2.2 Precedence. Conflicts or inconsistencies between the documents comprising the contract formed by an Order will be resolved in the following order of precedence (descending): (a) Order; (b) Supplemental Terms; (c) Data Processing Addendum; (d) Exhibits; (e) Standard Terms. If there is a conflict or inconsistency relating to protection of Customer Data, the term that affords greater protection for Customer Data will control.

2.3 Modifications. Vertex may update these Standard Terms and the Exhibits from time to time to adapt to changes in Vertex's business and portfolio of Products and Services. Current and archived versions of the Standard Terms and Exhibits will be published on the Vertex website. Regardless of any update, the Standard Terms that Customer agrees to in its first Order will stay the same for the Agreement Term (defined in Section 12.1 (Agreement Term)). Further, unless an Exhibit specifies that it will stay the same for the Agreement Term, the Exhibits that Customer agrees to in each Order will change to the then-current published version only when that Order is renewed. Notwithstanding the foregoing, no updated Exhibit will be enforceable against Customer if the Exhibit (a) materially degrades protection of Customer Data or a feature or capability of a Product or a Service; or (b) otherwise diminishes or impairs rights that Vertex previously granted to Customer.

3. Payments and Taxes.

3.1 Invoice and Payment. Vertex will invoice and Customer shall pay all fees stated in the Order in accordance with the payment terms stated in the Order. Unless the Order states otherwise, Customer 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 Terms of Use Exhibit specifies otherwise. Vertex may invoice fees payable in advance not more than sixty (60) days before the period to which they apply. 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).

3.2 Fee Adjustment. Vertex may adjust fees payable under the Order to Vertex's then-current fees at the beginning of each Renewal Term (defined in Section 12.2 (Order Term)). When fees are stated in a currency other than United States dollars, such fee adjustment may include a foreign currency exchange adjustment. Vertex will provide Customer a renewal quote stating fees for the Renewal Term in advance of each Renewal Term.

3.3 Taxes. Fees stated in Orders do not include any sales, use, value-added, or similar taxes or other governmental assessments of any nature ("**Taxes**"). Customer is responsible for and shall pay all Taxes associated with Orders under this Agreement, excluding any Taxes based on net income, property, or employees of Vertex. If Vertex is required to collect or pay Taxes that Customer is responsible for under this section, Vertex shall invoice Customer for those Taxes unless Customer provides Vertex a valid and applicable tax exemption certificate before an invoice is issued. Applicable Law may require Customer to withhold or deduct Taxes from amounts payable to Vertex. In these cases, Customer shall provide Vertex Customer's tax registration number assigned by the relevant tax authority and official receipts or other evidence of any such withholding or deduction or payment of tax.

3.4 Invoice Disputes. Customer shall notify Vertex of any disputed invoice before payment is due. If an invoice is timely disputed, Customer shall pay any undisputed amount before payment is due and may withhold the disputed amount pending resolution of the dispute. The parties shall work in good faith to resolve the dispute. Vertex shall not exercise its rights under Section 3.5 (Remedies for Late Payment; Suspension) pending resolution of the dispute. If the parties are unable to resolve the dispute within thirty (30) days, each party shall have the right to seek any remedies it may have under this Agreement and Applicable Law.

3.5 Remedies for Late Payment; Suspension. Invoiced amounts not paid when due and not timely disputed in good faith will be subject to a service fee in the amount of (a) one and one-half percent (1.5%) per month, or (b) the maximum rate permitted by Applicable Law, whichever is less. If undisputed amounts remain unpaid after the due date, in addition to its other remedies under the Agreement (including termination), Vertex may suspend performance under the applicable Order. If the Order is not terminated, Vertex shall resume performance when it receives the overdue payment. During a period of suspension under this section, although Vertex's data security and data protection obligations remain in force, Customer may not have access to Cloud-based Services, and Vertex's performance of Support Services and other Services, and delivery of Products and Updates, as applicable, will be suspended.

3.6 Resellers. If Customer acquires Products or Services from a Vertex authorized reseller (“**Reseller**”), the following provisions shall apply to Customer, unless Vertex agrees otherwise in writing: (a) this Agreement governs Customer’s and Vertex’s respective rights and obligations with respect to Products and Services; (b) Reseller is not authorized to amend this Agreement; (c) arrangements between Customer and Reseller to which Vertex is not a party are not binding on Vertex; (d) Vertex makes no representations or warranties about Reseller’s products or services; and (e) if the order document between Customer and Reseller specifies that fees for Products and Services and associated Taxes shall be invoiced by Reseller and paid to Reseller, Customer’s payment arrangements with Reseller govern (subject to Section 3.5 (Remedies for Late Payment; Suspension)).

4. Rights Granted to Products and Cloud-based Services.

4.1 Effective when Ordered. Unless the Order states otherwise, rights to Products and Services granted in this section are effective when Vertex and Customer sign an Order for the applicable Product or Service (the Order “**Effective Date**”).

4.2 Products. Vertex grants Customer a limited, worldwide, non-exclusive, non-transferable, non-sublicensable, royalty-free subscription license, during the Order Term, to install, run, and use one (1) copy of the Product in the form distributed by Vertex and Documentation to perform the functions described in the Documentation for Customer’s internal business purposes. Customer’s use of the Product is subject to the Order and Terms of Use Exhibit, which may specify units of measure and volumes or other parameters applicable to Customer’s subscription. If applicable Documentation allows for download, export, or extract (or similar operation) of any Vertex Property from the Product, Customer’s use of that property is subject to the same permissions that apply to the Product. Customer may make a reasonable number of copies of the Documentation for training purposes and the Product for non-production backup, testing, and disaster recovery purposes, provided all proprietary notices are maintained on such copies.

4.3 Cloud-based Services. Vertex grants Customer a limited, worldwide, non-exclusive, non-transferable, non-sublicensable, royalty-free subscription right, during the Order Term, to access and use the Cloud-based Service and Documentation to perform the functions described in the Documentation for Customer’s internal business purposes. Customer’s use of the Cloud-based Service is subject to the Order and Terms of Use Exhibit, which may specify units of measure and volumes or other parameters applicable to Customer’s subscription. If applicable Documentation allows for download, export, or extract (or similar operation) of any Vertex Property from the Cloud-based Service, Customer’s use of that property is subject to the same permissions that apply to the Cloud-based Service. Customer may make a reasonable number of copies of the Documentation for training purposes, provided all proprietary notices are maintained on such copies.

4.4 Updates. During the Order Term, Vertex shall distribute or make available to Customer Updates to Products and Cloud-based Services that Vertex generally makes available to customers that have ordered the Product or Service. Vertex may also distribute or make Updates available as appropriate in connection with Error resolution under the Customer Support Exhibit.

4.5 Customer Affiliates and other Entities. Unless otherwise provided in the Order or Terms of Use Exhibit, rights granted in this section to a Product or Cloud-based Service are granted to Customer for its benefit only and may not be exercised by or for the benefit of Customer’s Affiliates or any other third party. The Order or Terms of Use Exhibit may expand rights granted in this section to permit use of a Product or Cloud-based Service (a) by Customer and/or its Affiliates for their internal business purposes; or (b) by Customer and/or its Affiliates for the benefit of third parties. To the extent use by or on behalf of Affiliates is permitted in the Order or Terms of Use Exhibit, Vertex grants Affiliates the same rights that it grants Customer hereunder. Customer is responsible for the acts and omissions of Affiliates as though they were Customer’s acts and omissions.

4.6 Service Providers. Customer’s third-party service providers may host and use Products on behalf of Customer, and access and use Cloud-based Services on behalf of Customer, provided any such third-party service provider is subject to a written agreement with Customer that contains provisions consistent with the provisions of this Agreement relating to scope of use, Intellectual Property Rights and Confidential Information.

Customer is responsible for the acts and omissions of Customer's third-party service providers as though they were Customer's acts and omissions.

4.7 Free Trials. Vertex and Customer may sign an Order for Products or Services that Vertex provides on a limited term basis for trial, non-production purposes only. Unless the parties agree otherwise in writing, the Order Term for these Orders will be thirty (30) days. Continued use of a Product or Service that Vertex initially provided for trial, non-production purposes after expiration of the Order Term requires a subsequent Order. Absent a subsequent Order, Customer shall stop using the Product or Service and follow the steps required in Section 12.5 (Effect of Expiration or Termination). Products and Services provided for trial, non-production purposes are provided "AS IS" and "AS AVAILABLE" and Vertex does not provide Support Services or offer any warranties for these Products and Services.

4.8 End-of-Life. Vertex may, at any time and for any reason, including change in Applicable Law and technological advancement, announce that it will discontinue in whole or in part a particular Product or Service or cease to provide Support Services, Updates, or Enhancements with respect to a particular Product or Service (any such announced event, "**End-of-Life**"). For any Product or Service being planned for End-of-Life, Vertex shall notify Customer at least twelve (12) months prior to the End-of-Life date. Vertex shall also publish End-of-Life announcements and notices on the Customer Support Portal. Either party may terminate an Order affected by End-of-Life on or after the End-of-Life date in whole or in part. In case of any termination under this section, Vertex shall refund Customer any prepaid fees under the affected Order related to the terminated Product or Service that are unused as of the effective date of termination. THIS SECTION 4.8 (END-OF-LIFE) APPLIES NOTWITHSTANDING ANYTHING TO THE CONTRARY IN SECTION 12 (TERM AND TERMINATION) AND STATES CUSTOMER'S EXCLUSIVE REMEDIES AND VERTEX'S ENTIRE LIABILITY FOR ANY END-OF-LIFE TERMINATION.

- 5. Restrictions on Use.** Except to the extent expressly permitted by Applicable Law or this Agreement, including the Order and Terms of Use Exhibit, Customer shall not, and shall not cause or permit others to: (a) sell, lease, rent, license, sublicense, distribute, or otherwise make available the Products, Services, or Deliverables to third parties, or use them in a time-sharing, service bureau, outsourcing, application service provider, multi-seller platform, or other arrangement for the benefit of third parties; (b) reverse engineer, disassemble, decompile, or decrypt any part of the Products, Services, or Deliverables; (c) attempt to discover any source code of the Products, Services, or Deliverables (unless the source code is made available by Vertex); (d) copy, modify, or create a derivative work based on the Products, Services, or Deliverables; (e) use modified versions of the Products or Services not authorized by Vertex; (f) use the Products, Services, or Deliverables to develop a similar or competitive product or service; (g) perform or disclose any benchmarking, security, performance, or availability testing of the Cloud-based Services; (h) bypass, tamper with, or disable any meter, copy protection, license key, or similar mechanism in the Products, Services, or Deliverables that is intended to measure or limit usage in accordance with this Agreement; (i) remove or modify any copyright or other proprietary notices contained in the Products, Services, or Deliverables, or fail to preserve and reproduce such notices in permitted copies; or (j) use any Product, Services, or Deliverables in a manner that misappropriates or violates Intellectual Property Rights or other rights of any person or entity, or that otherwise violates Applicable Law.

6. Ownership.

6.1 IPR Defined. "**Intellectual Property Rights**" or "**IPR**" means all present and future rights in intellectual property, including patents, trade secrets, copyrights (and related moral rights), trademarks and service marks, and database rights and design rights (whether registered or not and including applications for registration), and all rights or forms of protection of a similar nature that may exist anywhere in the world.

6.2 Customer Property. Subject to the limited rights expressly granted by Customer in this Agreement, Customer and its Affiliates retain all title and interest, including any IPR they hold, in Customer Data, Customer Confidential Information, and all other software, tools, information, documents, requirements, reports, and other materials, that are generated by or on behalf of Customer using Products or Services, or result from Vertex's performance of Outsourcing Services on behalf of Customer, or that are provided by Customer to

Vertex in connection with Professional Services, including all derivatives based on them and all modifications to them (“**Customer Property**”).

6.3 Vertex Property. Subject to the limited rights expressly granted by Vertex in this Agreement, Vertex and its Affiliates, and their licensors and suppliers, retain all title and interest, including any IPR they hold, in Products, Cloud-based Services, Documentation, Enhancements, Updates, Deliverables, Vertex Confidential Information, and all software (including all source code and object code), database and other content, templates, screen formats, report formats, tools, know-how, and methods used, developed, or acquired by them, whether in connection with this Agreement or otherwise, including all derivatives based on them and all modifications to them (“**Vertex Property**”). Vertex Property does not include any Customer Data or Customer Confidential Information. To the extent a Deliverable contains Customer Data or Customer Confidential Information, the Deliverable is not Vertex Property unless and until Vertex removes such Customer Property from the Deliverable. Any Vertex Property that Vertex provides in its discretion to Customer in connection with an Order, but is not incorporated within a Product or Service, is subject to the same limited rights granted to Customer with respect to the related Product or Service.

6.4 Deliverables. Vertex grants Customer and its Affiliates a non-exclusive, worldwide, royalty-free, perpetual license to use, copy, modify, or create derivative works based on Deliverables for their internal business purposes.

6.5 Feedback. Customer has no obligation to provide ideas, suggestions, or other feedback related to Vertex Products and Services or any other aspects of Vertex’s business (“**Feedback**”). If Customer elects to provide Feedback, it assigns to Vertex all title and interest, including IPR, in such Feedback and Vertex may use Feedback in its discretion and at its own risk without any payment or accounting to Customer. Feedback is deemed Vertex Property. Customer has no responsibility or liability for Feedback or Vertex’s use of Feedback, provided Customer shall not knowingly provide Feedback that infringes third-party IPR or violates an obligation of confidentiality owed to a third party.

6.6 Publicity. Customer grants Vertex a revocable, limited right during the Agreement Term to use Customer’s name, trademarks, and testimonials regarding Vertex Products or Services (collectively, “**Marks**”) in accordance with any written guidelines provided by Customer for Vertex sales and marketing purposes, in any media release, publication, website, marketing materials, customer lists, and internal business presentations and/or training materials. Customer’s prior written consent is not required for such use; however, if requested by Customer, Vertex will provide Customer with examples of such use for Customer’s prior approval and correct any deficient use notified by Customer in writing. Customer may revoke the right granted in this section at any time and for any reason on written notice to Vertex. Use of Customer Marks shall inure solely to the benefit of Customer and Vertex will acquire no right, title, or interest in Customer Marks or associated goodwill.

6.7 Aggregated Data. In connection with its provision, safeguarding, and ongoing monitoring and development of Products and Services, Vertex may collect, analyze, compile, and aggregate with other data statistical and other information processed by or related to the performance, operation, and use of Cloud-based Services (“**Aggregated Data**”). Vertex may use Aggregated Data to develop, improve, support, and operate its Products and Services; and, provided Aggregated Data does not include any Personal Data and cannot be used to identify Customer, its Affiliates, or their customers, employees, contractors, or service providers, Aggregated Data is deemed Vertex Property.

6.8 Reservation of Rights. All rights not expressly granted in this Agreement by Vertex or Customer are reserved by the owner. There are no implied licenses hereunder with respect to IPR of either party.

7. Confidentiality.

7.1 Confidential Information Defined. “**Confidential Information**” means any business, financial, technical, or other information disclosed by a party or its Affiliates (the “**Disclosing Party**”) to the other party or its Affiliates (the “**Receiving Party**”) before or during the Agreement Term that is designated as confidential or reasonably should be understood to be confidential given the nature of the information and circumstances of

disclosure. Confidential Information may be disclosed in oral, written, demonstrative, graphic, electronic, machine readable, or other tangible or intangible form. Customer's Confidential Information includes Customer Property and Customer Data. Vertex's Confidential Information includes Vertex Property, and pricing and other non-public terms applicable to Products and Services under this Agreement. Confidential Information does not include any information that, absent Receiving Party's breach of an obligation to Disclosing Party: (a) is or becomes generally known or available to the public; (b) was known by Receiving Party, without restriction as to use or disclosure, before disclosure by Disclosing Party; (c) is acquired by Receiving Party from a third party who has the legal right to disclose it and who provides it without restriction as to use or disclosure; or (d) is independently developed by Receiving Party without using Disclosing Party's Confidential Information. The exclusions set forth in this definition do not apply to Personal Data.

7.2 Standard of Care. Receiving Party shall maintain Confidential Information in strict confidence, using at least the same degree of care to prevent the unauthorized use or disclosure of Confidential Information that it uses to protect its own information of a similar nature (but in no event less than reasonable care).

7.3 Limited Use and Disclosure; Destruction. Receiving Party shall not use Confidential Information except to the extent necessary to perform its obligations or exercise its rights under the Agreement, and Receiving Party shall not disclose Confidential Information except in connection with the Agreement on a need-to-know basis to its and its Affiliates' employees, contractors, and service providers, who are bound by confidentiality obligations at least as restrictive as those in this section. Upon expiration or termination of the Agreement, Receiving Party, at the option of Disclosing Party, shall return or destroy and certify that it has returned or destroyed Disclosing Party's Confidential Information.

7.4 Compelled Disclosure. Receiving Party is permitted to disclose Confidential Information if compelled by court order or otherwise under Applicable Law; provided that, unless it is legally prohibited from doing so, Receiving Party shall give Disclosing Party reasonable prior notice to enable Disclosing Party to seek a protective order or confidential treatment prior to disclosure by Receiving Party.

8. Customer Data.

8.1 Ownership; Grant of Limited Processing Rights. As between Vertex and Customer, Customer, its Affiliates, and their licensors retain any IPR they hold in Customer Data, including any Personal Data that may be included in Customer Data. Subject to the terms of this Agreement, including Section 7 (Confidentiality), Customer grants Vertex and its Affiliates and their third-party service providers a non-exclusive, worldwide, royalty-free right during the Agreement Term to access, process, store, and use Customer Data to the limited extent necessary to provide the Products and Services to Customer; ensure compliance with agreed units of measure and volumes or other parameters applicable to Customer's subscriptions; and otherwise perform their obligations in accordance with the Agreement, and as may be required by Applicable Law.

8.2 Customer Obligations. Customer is solely responsible for the content, accuracy, quality, and integrity of Customer Data. Customer shall use commercially reasonable efforts to limit its processing of Personal Data using Cloud-based Services to the minimum necessary to achieve the results described in applicable Documentation. Customer shall obtain all rights, licenses, and consents necessary for Vertex to process the Customer Data (including, if instructed by Customer, sharing Customer Data with Customer's third-party service providers and other recipients) as contemplated hereunder in accordance with Applicable Law.

8.3 Security of Customer Data. Vertex shall comply with its security obligations detailed in the Security Exhibit.

8.4 Processing of Customer Data. Vertex shall comply with its obligations detailed in the Data Processing Addendum.

9. Representations and Warranties; Disclaimers.

9.1 Mutual Representations and Warranties. Vertex and Customer 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.

9.2 Vertex Representations and Warranties. Vertex represents and warrants to Customer that during the applicable Order Term: (a) Products and Cloud-based Services will operate in material conformity with the applicable Documentation; (b) Support Services, Outsourcing Services, and Professional Services shall be performed, and Deliverables shall be provided, in a professional, diligent, and competent manner, consistent with industry standards, and in material conformity with the service descriptions in the Agreement or specifications in the applicable SOW or Deliverable, as the case may be; (c) Products and Deliverables at the time of delivery, and Cloud-based Services on a continuous basis, have been and shall be tested for Malware, and are not known by Vertex to contain and Vertex shall not embed therein, any Malware; (d) Vertex shall adhere to a quality assurance process designed to maintain the quality of any tax database content incorporated by Vertex within the Products and Cloud-based Services consistent with the quality of that content as sourced by Vertex from government entities and other suppliers; and (e) subject to Section 9.4 (Customer Acknowledgement), Vertex shall perform its obligations under the Agreement in compliance with Applicable Law.

9.3 Customer Remedies. If any Product or Service is not provided as represented or warranted by Vertex, Customer shall promptly notify Vertex in writing, describing the deficiency in reasonable detail. If the deficiency relates to Professional Services, Customer shall provide its notice within ninety (90) days after Vertex completes the Professional Services. At Vertex's option and expense, and at no additional charge to Customer, Vertex shall as soon as reasonably possible (a) correct the deficiency in accordance with the Customer Support Exhibit or, if the deficiency relates to Professional Services, re-perform the Services; or (b) replace the deficient Product or Service with a substitute having equivalent capabilities and features. If Vertex cannot resolve the deficiency within a reasonable time by correction, re-performance, or replacement, Customer may terminate the applicable Order and Vertex shall refund Customer any prepaid fees under the affected Order that are unused as of the effective date of termination. THIS SECTION 9.3 (CUSTOMER REMEDIES) STATES CUSTOMER'S EXCLUSIVE REMEDIES AND VERTEX'S ENTIRE LIABILITY FOR ANY BREACH OF REPRESENTATION OR WARRANTY IN SECTION 9.2 (VERTEX REPRESENTATIONS AND WARRANTIES).

9.4 Customer Acknowledgement. Vertex Products, Services, and Deliverables are not intended to be and are not a substitute for tax, legal, accounting, or other professional advice. Customer is solely responsible for (a) determining Customer's desired results from the Products, Services, and Deliverables; and (b) evaluating all results generated by Customer's use of the Products, Services, and Deliverables.

9.5 Vertex Disclaimer of Warranties. VERTEX AND ITS AFFILIATES, LICENSORS, AND SUPPLIERS DO NOT WARRANT THAT USE OF PRODUCTS, SERVICES, OR DELIVERABLES WILL BE UNINTERRUPTED OR ERROR FREE AND EXCEPT FOR EXPRESS WARRANTIES STATED IN THIS AGREEMENT, VERTEX AND ITS AFFILIATES, LICENSORS, AND SUPPLIERS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

10. Indemnification.

10.1 Indemnification by Vertex. Vertex shall, at its expense, defend Customer Indemnified Parties against any third-party Claim arising from or related to (a) an allegation that a Product or Service or other Vertex Property used in accordance with the Agreement infringes or misappropriates a third party's IPR (an "**IPR Claim**"), or (b) Vertex's violation of Applicable Law relating to Personal Data in the performance of its obligations under the Agreement (a "**Personal Data Claim**"). Vertex shall indemnify Customer Indemnified Parties from Losses finally awarded against them or agreed to in a settlement in connection with any such third-party Claim. Vertex's defense and indemnity obligations do not apply to any Personal Data Claim to the extent it is caused by Customer, and do not apply to any IPR Claim that arises from Customer's failure to apply an Update that Vertex specifies as necessary to avoid the Claim or from (1) combination of a Product or Service with software,

hardware, or data not provided by Vertex or contemplated in the Documentation, or (2) modification of a Product or Service not done or authorized by Vertex, if the Product or Service or its use would not infringe without such combination or modification.

10.2 Resolution of IPR Claims. If an IPR Claim occurs, or if Vertex reasonably believes an IPR Claim may occur, Vertex may in its discretion and at its expense (a) procure for Customer Indemnified Parties the right to continue using the Product or Service in accordance with the Agreement, or (b) modify or replace the Product or Service such that the IPR Claim is avoided, without degrading the capabilities and features of the modified or replaced Product or Service. If neither of the foregoing options is commercially reasonable or feasible, the affected Order shall terminate, and Vertex shall refund Customer an amount equal to fees paid under the affected Order during the previous twelve (12) months.

10.3 Indemnification by Customer. Customer shall, at its expense, defend Vertex Indemnified Parties against any third-party Claim arising from or related to (a) an allegation that processing Customer Data or using Customer Property in accordance with the Agreement violates Applicable Law or the rights of a third party, or (b) Customer's or Affiliates' use of a Product or Service for the benefit of a third party. Customer shall indemnify Vertex Indemnified Parties from Losses finally awarded against them or agreed to in a settlement in connection with any such third-party Claim. Customer's defense and indemnity obligations do not apply to any Claim to the extent it is caused by Vertex.

10.4 Indemnification Procedures. The Indemnified Party shall (a) promptly notify the indemnifying party in writing of any Claim for which it seeks indemnity, (b) allow the indemnifying party to control the investigation, defense, and settlement of the Claim, and (c) reasonably cooperate with the indemnifying party in the defense of the Claim, all at the indemnifying party's expense. Failure by the Indemnified Party to provide prompt notice of the Claim shall not relieve the indemnifying party of its defense or indemnification obligation under this Agreement, except to the extent such failure materially disadvantages the indemnifying party. The Indemnified Party may participate in the defense of the Claim at its expense using counsel of its choice, provided it makes no admission regarding the Claim without prior written consent of the indemnifying party. The indemnifying party may not settle a Claim without the Indemnified Parties' prior written consent, not to be unreasonably withheld, unless the settlement (1) includes an unconditional release of the Indemnified Parties, (2) does not include any admission of fault by the Indemnified Parties, and (3) except as provided in Section 10.2 (Resolution of IPR Claims), does not bind the Indemnified Parties to any obligation (other than payment covered by indemnifying party).

10.5 Exclusive Remedy. THIS SECTION 10 (INDEMNIFICATION) STATES THE INDEMNIFIED PARTIES' EXCLUSIVE REMEDIES AND THE INDEMNIFYING PARTIES' SOLE OBLIGATIONS TO THE INDEMNIFIED PARTIES, RELATING TO ANY CLAIM DESCRIBED IN THIS SECTION AND ANY ACTUAL OR ALLEGED INFRINGEMENT OR MISAPPROPRIATION OF THIRD-PARTY IPR BY A PRODUCT OR SERVICE.

11. Limitation of Liability.

11.1 Damages Exclusion. IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES, LICENSORS, OR SUPPLIERS BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY BUSINESS INTERRUPTION, LOSS OF PROFITS OR REVENUE, WHETHER BASED ON BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR STRICT LIABILITY, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN. THE FOREGOING EXCLUSION WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

11.2 Liability Cap. IN NO EVENT SHALL A PARTY'S OR ITS AFFILIATES' AGGREGATE LIABILITY FOR ALL CLAIMS ARISING UNDER OR RELATED TO THIS AGREEMENT OR ANY ORDER OR SOW, WHETHER BASED ON BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR STRICT LIABILITY, EXCEED THE FEES PAID OR PAYABLE BY CUSTOMER TO VERTEX UNDER THE APPLICABLE ORDER OR SOW DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM.

11.3 Exceptions. THE DAMAGES EXCLUSION IN SECTION 11.1 (DAMAGES EXCLUSION) AND LIABILITY CAP IN SECTION 11.2 (LIABILITY CAP) DO NOT APPLY TO DAMAGES OR CLAIMS THAT CANNOT BE LIMITED UNDER APPLICABLE LAW OR ARISE FROM (a) A PARTY'S BREACH OF ITS OBLIGATIONS UNDER SECTION 7 (CONFIDENTIALITY); (b) A PARTY'S EXPRESS OBLIGATIONS UNDER SECTION 10 (INDEMNIFICATION), OR (c) A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

12. Term and Termination.

12.1 Agreement Term. The Agreement is effective when Vertex and Customer sign the first Order referencing the Agreement, and continues in effect until terminated under this section, or all Orders referencing it expire or are terminated (the "**Agreement Term**").

12.2 Order Term. Each Order and the contract formed by it is effective on the Effective Date. An Order may specify an Order term comprising an initial period ("**Initial Term**") and a renewal period ("**Renewal Term**"). Unless the Order states otherwise, the Initial Term begins on the Effective Date and, when the Initial Term and any Renewal Term expires, the next Renewal Term will begin, unless either party provides written notice of non-renewal at least thirty (30) days before the then-current Initial Term or Renewal Term expires. For these Orders, the term of the contract formed by the Order (the "**Order Term**") is the Initial Term and all effective Renewal Terms. The Order Term for Orders that do not specify an Initial Term and Renewal Term will be the period specified in the Order.

12.3 Non-renewal by Vertex. Following non-renewal by Vertex under Section 12.2 (Order Term), Customer may extend the Order Term beyond its expiration for a period of not more than twelve (12) months (the "**Extension Period**"). Fees payable during the Extension Period shall be prorated based on fees payable in the immediately preceding Initial Term or Renewal Term, as applicable, subject to units of measure and volumes or other parameters applicable to Customer's subscriptions.

12.4 Termination for Cause. If either party breaches a material obligation under an Order and fails to cure the breach within thirty (30) days following receipt of written notice specifying the breach (or any mutually agreed extension), the breaching party is in default and the non-breaching party may terminate the Order. An uncured material breach under an Order will not constitute a material breach of the entire Agreement or any other then-current Orders, unless the breach is material to the Agreement as a whole, in which case the non-breaching party may terminate the Agreement and all then-current Orders. If Customer terminates an Order for uncured material breach, or either party terminates an Order under Section 14.7 (Force Majeure), Vertex shall refund Customer any prepaid fees under the affected Order that are unused as of the effective date of termination.

12.5 Effect of Expiration or Termination. Upon expiration or termination of any Order or the Agreement as a whole, unless the parties agree otherwise in writing:

- (a) Vertex will stop providing Products and Services subject to expiration or termination. If Vertex has Customer Data in its possession or control, upon request by Customer within ninety (90) days after the effective date of expiration or termination (the "**Retrieval Period**"), Vertex shall deliver Customer Data to Customer or make it available for download by Customer in Vertex's then-standard format. After the ninety (90) day Retrieval Period, except as required by Applicable Law, Vertex shall delete or otherwise render unrecoverable all Customer Data in its possession or control.
- (b) Customer shall stop using and accessing all Products, Services, and other Vertex Property it has access to, and delete all copies of Vertex Property and any associated credentials, license keys, and access codes and tokens in its possession. Customer shall certify that it has complied with this section upon request.

13. Insurance.

13.1 Required Insurance. Vertex shall maintain the following insurance during the Agreement Term:

- (a) commercial general liability insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate, covering bodily injury, property damage, premises liability, products and completed operations liability, personal and advertising injury, and contractual liability;
- (b) workers' compensation insurance for its employees with statutory limits as required by law or regulation of the nation, state, territory, or province having jurisdiction over its employees;
- (c) employer's liability insurance with limits of not less than \$1,000,000 per occurrence and in the aggregate, covering employee accident and disease;
- (d) automobile liability insurance with limits of not less than \$1,000,000 each accident, and \$1,000,000 annual aggregate covering bodily injury and property damage and owned, hired, and non-owned vehicles;
- (e) technology errors and omissions liability insurance with limits of not less than \$5,000,000 per claim and in the aggregate, covering negligent acts, errors, and omissions in connection with its performance under the Agreement;
- (f) cyber liability insurance with limits of not less than \$5,000,000 per claim and in the aggregate, covering network security failure, data breach and response, service interruption, and network extortion threat; and
- (g) crime insurance with limits of not less than \$5,000,000, covering employee dishonesty, forgery, computer crime, and funds transfer fraud.

13.2 Insurance-Related Provisions. Vertex's insurance policies will be issued by insurers having A.M. Best ratings of not less than A- VIII. Limits required in this section may be met by any combination of primary and excess or umbrella insurance. Insurance written on a claims-made basis shall remain in effect at least two (2) years after the end of the Agreement Term. Customer and its Affiliates shall be added as additional insureds under Vertex's commercial general liability and automobile liability insurance; and as joint payees, as their interest may appear, under Vertex's crime insurance. All Vertex insurance with respect to which Customer and Affiliates are additional insureds will be primary to and without a right of contribution from any insurance maintained by additional insureds. In addition, all Vertex insurance with respect to which Customer and Affiliates are additional insureds, plus Vertex's workers' compensation insurance, will include waivers of subrogation in favor of Customer and Affiliates. Vertex shall provide Customer a certificate of insurance evidencing coverage in effect that meets the requirements of this section upon Customer's request, not more than once per year. Vertex shall provide thirty (30) days' notice to Customer before cancellation or material change of insurance required in this section. Maintenance of required insurance does not limit or expand Vertex's obligations or liabilities under the Agreement.

14. Miscellaneous.

14.1 Assignment. Neither party may assign this Agreement or any Order without the prior written consent of the other party, which shall not be unreasonably withheld, except that either party may assign this Agreement (together with all Orders) without the other party's consent to an Affiliate or in connection with a merger, acquisition, reorganization, or sale of all or substantially all of its assets; provided, however, that such assignee or transferee is not a competitor of the non-assigning party. Any assignment made in contravention of this section shall be void. This Agreement and all Orders hereunder will bind and inure to the benefit of both parties and their respective successors and permitted assigns.

14.2 Choice of Law and Venue. This Agreement is governed by the laws of the State of Delaware and the United States, without regard to conflicts of laws principles. Each party consents to the exclusive jurisdiction and forum of the state and federal courts in New Castle County, Delaware, in all questions and disputes arising from or related to this Agreement. Neither the United Nations Convention on Contracts for the International Sale of Goods nor the Uniform Computer Information Transactions Act, whether enacted in whole or in part by any applicable jurisdiction, applies to this Agreement.

14.3 Independent Contractors. Vertex and Customer are independent contractors with respect to each other and nothing herein creates an association, joint venture, partnership, or other agency relationship between them. Subject to any authorization given or appointment made by Customer in respect of Outsourcing Services, neither party has the authority to bind the other in any transaction or make any representation on behalf of the other party. Neither party's employees are eligible for any form or type of benefits, including without limitation health, life, or disability insurance, offered by the other party to its employees. Vertex is solely responsible for payment of all compensation owed to its employees and contractors and all applicable employment related insurance, taxes, and withholding.

14.4 Vertex Governance. Vertex shall comply with Applicable Law pertaining to any exchange where shares of Vertex, Inc., are listed, including any law or regulation requiring the adoption and publication of a code of conduct. Vertex's code of conduct is published at <https://ir.vertexinc.com/corporate-governance/governance-documents> (or other URL designated by Vertex).

14.5 Anti-Bribery. Vertex shall not pay, promise to pay, authorize a payment, give, promise to give, or authorize the giving of anything of value to any Government Official for purposes of: (a) influencing any act or decision of any Government Official in his or her official capacity, (b) inducing any Government Official to do or omit to do any act in violation of the lawful duty of the official, (c) securing any improper advantage, or (d) inducing any Government Official to use his or her influence with the government or instrumentality of any government to affect or influence any act or decision of the government or instrumentality with respect to any activities undertaken relating to this Agreement. A **"Government Official"** for purposes of this section means any officer or employee of a government, public international organization, or department, agency, or instrumentality of a government.

14.6 Export Control. Vertex Property made available under this Agreement may be subject to export controls under Applicable Law, including the U.S. Export Administration Regulations. Neither party shall export or re-export (including deemed exports or re-exports) any items or undertake any transaction in violation of Applicable Law, including any transaction with a person listed on the Specially Designated Nationals and Blocked Person List or other similar lists maintained by any executive department of the United States or included in any Executive Orders issued by the President of the United States.

14.7 Force Majeure. Neither party is responsible for failure or delay of performance if caused by fire, flood, earthquake, storms, other elements of nature or acts of God; acts of war, terrorism, riots, rebellions, or revolutions; third-party labor strikes or disputes (excluding those involving the obligated party's agents or contractors); epidemics or pandemics; electrical, internet, or telecommunication outage that is not caused by the obligated party or its contractors; governmental laws, orders or regulations, actions (or failures to act) by the government or any agency thereof; or other causes beyond the reasonable control of the obligated party or its contractors that could not be prevented by appropriate precautions (a **"Force Majeure Event"**). The obligated party shall use commercially reasonable efforts to mitigate the effects of a Force Majeure Event and resume performance as soon as possible. If such event continues for more than thirty (30) days, either party may cancel affected Orders upon written notice. The occurrence of a Force Majeure Event does not excuse Vertex from its obligation to execute its business continuity or disaster recovery plans.

14.8 Entire Agreement. This Agreement is the entire agreement between Vertex and Customer regarding Vertex Products and Services and supersedes all prior and contemporaneous agreements, proposals, and representations, written or oral, concerning its subject matter. This Agreement does not incorporate any term or condition in a Customer purchase order or other Customer transaction document (excluding Orders the parties sign) and all such terms or conditions are void.

14.9 Amendment. Except as otherwise provided in Section 2.3 (Modifications), this Agreement and any Order may be amended by Vertex and Customer only in a document that makes express reference to this Agreement or the Order and is signed by an authorized signatory of each party. Following execution of an amendment, any reference to the Agreement or Order will mean the Agreement or Order as amended.

14.10 Severability. If a court of competent jurisdiction holds any provision of this Agreement to be invalid or unenforceable, that provision will be deemed void, and the remaining provisions of this Agreement will remain in effect.

14.11 No Waiver. No failure or delay by either party in the exercise of any right, power, or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or remedy preclude other or further exercise thereof, or the exercise of any other right, power, or remedy.

14.12 Counterparts; Electronic Signature. This Agreement and Orders and other documents governed by this Agreement may be executed in counterparts and/or by electronic signature, which is a substitute for and will have the same legal effect as an original signature.

14.13 Notices. Any notice required or permitted under this Agreement will be effective only if in writing. The primary and preferred method of written notice is email addressed to the other party as stated in this Agreement or the Order. Notice by email is effective upon the sender's receipt of a delivery confirmation or a response that includes the original message. Notice by other means shall be sent to the other party's mailing address as stated in this Agreement or the Order and is effective upon receipt if delivered by hand or overnight courier with proof of delivery, and three (3) days after the date of mailing, if mailed postage pre-paid and return receipt requested. A party may change its email or mailing address by delivery of written notice to the other party. Customer's mailing address will be the Bill To address stated in the Order. Vertex's notice addresses are: legal@vertexinc.com, and 2301 Renaissance Blvd, King of Prussia, PA 19406-2772 US.

14.14 Survival. The provisions of this Agreement that by their nature extend beyond termination of this Agreement will survive termination of this Agreement, including without limitation the following Sections: 1 (Definitions); 6 (Ownership); 7 (Confidentiality); 10 (Indemnification); 11 (Limitation of Liability); and 12 (Term and Termination).

14.15 No Third-party Beneficiaries. Third parties do not have the right to enforce or obtain remedies under this Agreement or any Order, and unless expressly provided otherwise, third parties do not have any rights under this Agreement or any Order. Vertex's representations, warranties, and obligations under this Agreement and any Order run only to Customer and not to any Affiliate or any other third party.

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
“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. *Eligible for enhanced target time for initial response under premium support packages (explained in Section 3.1).			

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 month 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 month, 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 month (Section 3.5)		—	4 hours	8 hours
Training – included certifications per person 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.

Vertex Customer Agreement

Outsourcing Services Exhibit

- 1. Overview.** This Outsourcing Services 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 governs Vertex's provision and Customer's use of any Outsourcing Services specified in an Order, including the following: (a) Managed Services Outsourcing (MSO) – Returns Outsourcing Solution ("**MSO**"); (b) Advantage Plus Service Solution ("**Advantage Plus**"); and (c) Indirect Tax – Public Cloud Premium Returns Service ("**Premium**").

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. General Provisions.**

2.1 Orders for Outsourcing Services. Each Order for Outsourcing Services will specify the Outsourcing Services ordered by Customer, the Order Term, applicable fees, and regions that are in scope for the Outsourcing Services (if such regions are not specified in this Exhibit) ("**In-scope Regions**"). Notwithstanding anything to the contrary in the Agreement, either party may at any time and for any reason terminate an Order for Outsourcing Services by giving the other party at least sixty (60) days' prior written notice. If Vertex terminates an Order under this Section, Vertex shall refund Customer any prepaid fees under the affected Order that are unused as of the date of termination. Upon any termination or non-renewal of an Order for Outsourcing Services, Customer is responsible for taking all measures necessary to continue business operations without Outsourcing Services. Such measures will include notifying all applicable authorities and other relevant third parties that Vertex's representation of Customer has terminated.

2.2 Provision of Outsourcing Services. Vertex shall provide Outsourcing Services remotely for Customer in In-scope Regions during the Order Term in accordance with the Agreement, this Exhibit, and the Order. Vertex may engage third-party providers at Vertex's expense in connection with its provision of Outsourcing Services. Any third-party provider engaged by Vertex shall be subject to a written agreement with Vertex that contains confidentiality and non-disclosure obligations that are no less protective of Customer Data and Customer Confidential Information than the Agreement. Vertex shall exercise due care in its selection of third-party providers and shall follow formal vendor risk management processes in its administration of relationships with third-party providers. Vertex is responsible for the acts and omissions of its third-party providers relating to Outsourcing Services.

2.3 Customer Information. Customer is responsible for the accuracy and completeness of all information that is provided to Vertex by or on behalf of Customer in connection with Outsourcing Services. Such information will be provided in a format and will contain all elements reasonably required by Vertex. Vertex will rely on such information without independent verification and, unless requested by Customer, Vertex has no obligation to correct or supplement such information. Vertex has no responsibility for any claims, damages, or liabilities arising from inaccurate or incomplete information provided by or on behalf of Customer.

2.4 Customer Approvals. Customer is solely responsible for all decisions and approvals relating to results of Outsourcing Services, including decisions and approvals relating to the taxability of Customer's products and services and reporting information to tax authorities. Vertex will rely on Customer's decisions and approvals in its provision of Outsourcing Services.

2.5 Cooperation and Due Dates. Customer and Vertex shall cooperate reasonably with each other, and with any third party designated by either of them, in connection with Outsourcing Services. Reasonable cooperation includes (a) timely access to necessary information and personnel during applicable Business Hours (as defined in this Exhibit), and (b) Customer's appointment of Vertex (or a third party engaged separately by Customer to act on its behalf as necessary, to serve in the capacity of fiscal representative, tax agent, or the equivalent ("**Customer's Third-party Representative**")) to represent it before tax authorities with respect to administrative matters relating to Outsourcing Services. Vertex will request such appointment only if required in connection with Outsourcing Services. The appointment will be accomplished by Customer's delivery of an agreed limited power of attorney or equivalent document. Reasonable cooperation also includes Customer's strict compliance with due dates specified in this Exhibit. These due dates are established by Vertex in advance of due dates imposed by applicable jurisdictions. Customer acknowledges these due dates are established as a necessary part of Vertex's provision of Outsourcing Services to multiple customers in multiple jurisdictions globally. Customer's compliance with due dates is a material obligation under the Agreement. Provided Vertex uses commercially reasonable efforts to perform its obligations timely in all circumstances, Vertex is excused from meeting due dates imposed by applicable jurisdictions to the extent Vertex is delayed by Customer. Vertex also may charge any service fees stated in an Order for Customer's noncompliance with applicable due dates in addition to its other remedies under the Agreement. If Vertex reasonably determines that any due date specified in this Exhibit does not afford the parties sufficient time to meet a due date imposed by an applicable jurisdiction, Vertex may provide Customer not less than thirty (30) days' prior written notice of a change to the due date for that jurisdiction ("**Due Date Change**"). A Due Date Change may be applicable generally or to specific reporting period. The Due Date Change will take effect on the effective date stated in Vertex's notice, unless Customer notifies Vertex in writing before the stated effective date that it does not agree to the Due Date Change, in which case (1) the Due Date Change will not take effect; and (2) Vertex may elect to suspend or terminate Outsourcing Services in the applicable jurisdiction on written notice.

2.6 Dependencies. Customer acknowledges that Vertex's timely performance of Outsourcing Services involves dependencies that are outside Vertex's reasonable control. These dependencies include Customer's compliance with due dates established by Vertex, actions of Customer's Third-party Representatives, and availability of networks and other information technology systems maintained by Customer, tax authorities, and banking institutions. Failure of these or other dependencies that are outside Vertex's reasonable control may cause delays or failures in return preparation, filing, remittance, or other activities within the scope of Outsourcing Services. Vertex has no responsibility for any fines, penalties, claims, damages, or liabilities caused by such delays or failures.

2.7 Communication. Vertex shall make available via the internet an online portal, or other secure communication method, for Vertex and Customer to securely exchange information and documents in connection with Outsourcing Services. Unless otherwise agreed by the parties, information and documents shall be deemed received when uploaded to the online portal.

2.8 Scope of Services. Notwithstanding any limited power of attorney or other appointment referenced in this Exhibit, Vertex's obligations under any Order for Outsourcing Services are limited to the express obligations described in the Order and this Exhibit. Vertex's Outsourcing Services obligations do not include Vertex or any third party providing advisory services or representing Customer in any tax authority audit, third-party claim, or any other form of action or proceeding.

- 3. Outsourcing Services Components.** Each Outsourcing Service, described in Sections 4, 5, and 6, will include one or more of the following components and may optionally include others:

3.1 Indirect Tax Return Preparation and Filing. Customer shall provide Vertex all transaction data and calculated tax amounts necessary for Customer to report any sales tax, use tax, value added tax, goods and services tax, or any similar indirect tax ("**Indirect Tax**") owed by Customer in all In-scope Regions. Using this information, Vertex shall prepare (including by automated means) periodic Indirect Tax returns that Customer is required to file in the form of return prescribed by the applicable jurisdiction. Vertex shall provide prepared returns in draft form to Customer for review and approval. Customer shall review each draft return and either

(a) approve it for filing; (b) advise Vertex of corrections and approve it for filing as corrected; or (c) exclude it from filing. Vertex shall file each return that Customer finally approves for filing in the manner prescribed by the applicable jurisdiction. The activities described in this section are subject to due dates established by Vertex.

3.2 Remittance. Upon Customer approval of an Indirect Tax Remittance payment, Customer shall transfer to Vertex (or a third party nominated by Vertex) funds sufficient to satisfy Customer's obligations to remit such Indirect Taxes to In-scope Regions. Customer shall transfer funds to Vertex or its nominated third party according to the applicable transfer mechanism(s) described in this Exhibit. Vertex or its nominated third party shall hold all transferred funds in Vertex's name and under Vertex's control. Provided Customer timely transfers sufficient funds, Vertex shall remit Indirect Taxes to In-scope Regions in amounts approved by Customer on Customer's behalf, on or before any applicable Remittance due date. Vertex will not remit Indirect Taxes until sufficient funds are transferred. Customer is responsible for any fines or penalties imposed by the applicable jurisdiction that result from Customer's delay in transferring sufficient funds. Remittance shall be in the manner prescribed by the applicable jurisdiction. Vertex may require Customer to maintain a minimum balance of USD 250.00 or the equivalent in each bank account established by Vertex in connection with Remittance for Customer. The activities described in this section are subject to due dates established by Vertex.

3.3 Historical Indirect Tax Return Preparation and Filing; Historical Remittance. Vertex shall provide its Indirect Tax Return Preparation and Filing and Remittance Services, as described in Sections 3.1 and 3.2 above, with respect to any historical Indirect Tax return or Indirect Tax Remittance to an In-scope Region that Customer determines is required.

3.4 Notice Management. Vertex shall instruct In-scope Regions to send directly to Vertex all notices relating to Customer that arise in connection with Indirect Tax Return Preparation and Filing and Remittance ("**Compliance Notices**"). Customer shall confirm Vertex's instructions if necessary and shall provide Vertex all Compliance Notices that Customer receives. Customer shall timely provide Vertex all information that is necessary to respond to and resolve Compliance Notices. Vertex shall manage Compliance Notices on Customer's behalf in accordance with Customer's instructions.

3.5 Registration. Vertex shall register Customer in each In-scope Region (for Indirect Tax purposes), based on information provided by Customer. Vertex's registration process includes gathering necessary information from Customer; supporting Customer with requests for information from tax authorities related to the registration process; and periodically reporting progress to Customer. Vertex shall provide Customer all relevant registration information for all completed registrations. Customer is solely responsible for maintaining its registration after Customer's registration is completed, where ongoing compliance is required.

3.6 Registration Takeover. Vertex shall take over Customer's existing Indirect Tax registrations compliance for In-scope Regions, based on information provided by Customer. Vertex's takeover process includes gathering necessary information from Customer and supporting Customer with requests for information from tax authorities related to the takeover process.

4. Outsourcing Service Description – MSO.

4.1 MSO Included Components.

- (a) Indirect Tax Return Preparation and Filing;
- (b) Remittance; and
- (c) Notice Management.

4.2 MSO Optional Components.

- (a) Registration.

4.3 MSO In-scope Regions. United States and Canada.

4.4 MSO Transfer Mechanism for Customer Funds. Any electronic funds transfer. Funds must be transferred in the Remittance (local) currency.

4.5 MSO Due Dates. MSO activities are subject to the following due dates:

Customer provides all transaction data and Indirect Tax amounts	Vertex provides draft returns for Customer review	Customer reviews and approves (or modifies) returns	Customer transfers sufficient funds for Indirect Tax Remittance to Vertex	Vertex files approved returns and remits approved Indirect Taxes
On or before 5th Business Day of the month* (by 1:00 pm CT)	Within 5 Business Days after Customer provides all transaction data and Indirect Tax amounts (by 1:00 pm CT)	On or before the earlier of (a) 2 Business Days after Vertex provides returns for review, or (b) 3 Business Days before the applicable filing due date (by 1:00 pm CT)	At least 3 Business Days before the applicable Remittance due date (by 1:00 pm CT)	On or before the applicable filing or Remittance due date

“Business Day” for MSO purposes means any day except Saturday, Sunday, any federal holiday in the United States, and any other day on which banking institutions in Illinois are authorized or required by law or other governmental action to close.

“Business Hours” for MSO purposes means 8:30 am to 5:00 pm CT, which is prevailing local time in Illinois each Business Day (excluding Vertex holidays).

*If the applicable Order specifies a different **“Date of Business Day Receipt,”** subsequent due dates will be adjusted accordingly, day-for-day (except for due dates imposed by applicable jurisdictions, which cannot be adjusted).

4.6 Additional Customer Responsibilities.

- (a) Customer shall respond to Vertex requests for information, instruction, or approval regarding a Compliance Notice or a deadline from a jurisdiction within one (1) Business Day of Customer’s receipt of such request.
- (b) Customer shall request a copy of all Customer Data in Vertex’s possession or control within six (6) months after any termination or expiration of an Order for MSO (the **“MSO Retrieval Period”**). After the six (6) month MSO Retrieval Period, Vertex shall delete or otherwise render unrecoverable all Customer Data in its possession or control, notwithstanding any shorter period referenced in the Agreement.
- (c) Unless an Order for MSO states otherwise, Customer shall pay all MSO monthly fees by ACH debit in accordance with the Order payment terms. Customer will provide Vertex relevant payment information in advance to facilitate timely payment of these monthly invoices.

5. Outsourcing Service Description – Advantage Plus.**5.1 Advantage Plus Included Components.**

- (a) None.

5.2 Advantage Plus Optional Components.

- (a) Indirect Tax Return Preparation and Filing;
- (b) Remittance (but only if Indirect Tax Return Preparation and Filing are provided);
- (c) Historical Indirect Tax Return Preparation and Filing;
- (d) Historical Remittance (but only if Historical Indirect Tax Return Preparation and Filing are provided); and
- (e) Registration.

5.3 Advantage Plus In-scope Regions. Every region specified in an Order. (For these purposes, **“EU 27”** means all member states of the European Union.)

5.4 Advantage Plus Transfer Mechanism for Customer Funds. Wire transfer.

5.5 Advantage Plus Due Dates. Advantage Plus activities are subject to the following due dates:

Customer provides all transaction data	Vertex notifies Customer of Indirect Tax amounts owed by Customer, based on Customer's transaction data and tax amounts available to Vertex	Customer reviews and approves (or modifies) Indirect Tax amounts owed by Customer	Vertex begins return preparation	Vertex notifies Customer of final Indirect Tax amounts in the Settlement Currency	Customer transfers sufficient funds for Indirect Tax Remittance	Vertex files approved returns and remits approved Indirect Taxes
On or before 2nd Business Day of the Reporting Month	On or before 3rd Business Day of the Reporting Month	On or before 4th Business Day of the Reporting Month	Between 4th and 6th Business Day of the Reporting Month	On or before 7th Business Day of the Reporting Month	On or before 8th Business Day of the Reporting Month	On or before the applicable filing or Remittance due date
"Business Day" for Advantage Plus purposes means any day except Saturday, Sunday, any public holiday in Ireland, and any other day on which banking institutions in Ireland are authorized or required by law or other governmental action to close. "Business Hours" for Advantage Plus purposes means 9:00 am to 11:59 pm prevailing local time in Ireland each Business Day (excluding Vertex holidays). "Reporting Month" means the first (1st) calendar month following a taxable period. "Settlement Currency" means the currency specified in the Order.						

5.6 Additional Customer Responsibilities. Customer shall respond to Vertex requests for information, instruction, or approval regarding a deadline from a jurisdiction within one (1) Business Day of Customer's receipt of such request. Customer acknowledges that, when necessary to fulfill its obligations under this Exhibit, Vertex will procure Remittance (local) currency specifically on Customer's behalf at the time Customer approves an Indirect Tax Remittance payment. If Customer cancels or fails to timely transfer sufficient funds for an Indirect Tax Remittance payment that Customer had approved, Customer is responsible for any actual foreign exchange losses and administrative expenses Vertex incurs in connection with disposing of Remittance (local) currency procured specifically on Customer's behalf but not remitted.

6. Outsourcing Service Description – Premium.**6.1 Premium Included Components.**

- (a) Indirect Tax Return Preparation and Filing;
- (b) Remittance; and
- (c) Notice Management

6.2 Premium Optional Components.

- (a) None.

6.3 Premium In-scope Regions. United States and Canada.**6.4 Premium Transfer Mechanism for Customer Funds.** ACH debit or reverse wire if there are excessive ACH debit failures.**6.5 Premium Due Dates.** Premium activities are subject to the following due dates:

	Vertex notifies Customer of its responsibilities and due dates	Customer reviews and approves (or modifies) auto-generated returns*	Vertex files approved returns	Vertex pulls sufficient funds for Indirect Tax Remittance	Vertex remits approved Indirect Taxes
If Indirect Tax return due date is the 15th of the month:	On or before 3rd Business Day of the month	On or before 8th day of the month	On or before the applicable filing due date	On the 9th day of the month	On or before the applicable filing or Remittance due date
If Indirect Tax return due date is the 20th of the month or later:	On or before 3rd Business Day of the month	On or before 9th day of the month	On or before the applicable filing due date	Between the 10th and 17th day of the month	On or before the applicable filing or Remittance due date
"Business Day" for Premium purposes means any day except Saturday, Sunday, any federal holiday in the United States, and any other day on which banking institutions in Pennsylvania are authorized or required by law or other governmental action to close. "Business Hours" for Premium purposes means 8:30 am to 5:00 pm ET, which is prevailing local time in Pennsylvania each Business Day (excluding Vertex holidays). *Customer may optionally exclude any returns or certain prepayment forms from filing or payment, with effect for the then-current month only, until 5:00 pm ET on the 9th day of the month. Prepayment forms eligible for exclusion are specified in applicable Documentation.					

6.6 Additional Customer Responsibilities.

- (a) Customer shall respond to Vertex requests for information, instruction, or approval regarding a deadline from a jurisdiction within twenty-four (24) hours of Customer's receipt of such request.
- (b) Unless an Order for Premium states otherwise, Customer shall pay all Premium monthly fees by ACH debit or credit card in accordance with the Order payment terms. Customer will provide Vertex relevant payment information in advance to facilitate timely payment of these monthly fees.



Vertex Customer Agreement

Security Exhibit

- 1. Overview.** This Security 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 Security Exhibit and any other part of the Agreement, the term that affords greater protection for Customer Data will control.

This Security Exhibit outlines the minimum technical, organizational, and physical controls that Vertex will maintain to protect Customer Data from accidental or unlawful destruction, loss, alteration, unauthorized disclosure, or access.

Vertex may update this Exhibit and the specific controls and the policies that govern them to meet evolving threats and adapt to developing security technology and industry standards. These updates may occur during the term of an Order and without notice to Customer unless the update materially impacts Customer's use of Vertex Products or 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.

As used in this Exhibit, the following terms have the following meanings: "**Cloud-based Service**" means a software application made available by Vertex via the internet for online access, that is specified in an Order as being delivered via On Demand or Cloud; "**Cloud Provider**" means a third-party provider of data center services used by Vertex to provide Cloud-based Services; "**Customer Data**" means data transferred by or on behalf of Customer or its Affiliates for processing or storage to a Vertex repository in connection with any Product or Service and any derivatives based on or modifications to such data, including output derived from Customer Data that Customer or Affiliates generate using the Product or Service; "**Vertex Network**" means Vertex's corporate network; and "**Vertex Personnel**" means Vertex's employees (full-time, part-time, and temporary) and subcontractors, excluding Cloud Providers.

- 2. Information Security Management Program.** Vertex will implement and maintain an information security management program ("**ISMP**"). The ISMP will establish information security as a cross-organizational function, leveraging Vertex's team organization and reporting framework to identify, assess, mitigate, and report key risks. The ISMP will be owned by a cross-organizational team that will meet and confer at least quarterly to review and analyze cybersecurity trends, threats, risks, vulnerabilities, and incidents. Under the ISMP, qualified and credentialed information security professionals will own core security management functions. Vertex technical, business, and executive managers will be accountable to enforce compliance with policies and procedures governed by the ISMP.
- 3. Human Resource Security.** Vertex will require Vertex Personnel to undergo background verification and screening (listed in the Screening Attachment to this Exhibit) during on-boarding to the extent permitted by law. Role-based data stewardship responsibilities for key security and information technology administrative resources will be defined, assigned, and documented. Vertex Personnel will sign nondisclosure or confidentiality agreements that obligate them to protect Vertex confidential information and Customer Data. Vertex will enforce security protocols that include timely revocation of access to systems and data and return of information assets following change in employment or termination, as applicable. Vertex Personnel will be required to complete information security awareness training during on-boarding and annually as part of Vertex's regular compliance and awareness training program. This training program will require Vertex Personnel to acknowledge and affirm their understanding of Vertex's information security and acceptable use policies, applicable reporting frameworks, and formal disciplinary mechanisms for noncompliance.

- 4. Network and Services Security.** Vertex will implement and maintain information security controls to protect the Vertex Network and Customer Data that is received, processed, or stored by Vertex and Cloud Providers in connection with Customer's use of Cloud-based Services. These controls will be designed to ensure the confidentiality, integrity, and availability of Customer Data, the Vertex Network, and information technology assets used by Vertex. They will include technical and organizational measures and other safeguards to (a) secure Customer Data against accidental or unlawful destruction, loss, alteration, unauthorized disclosure, or access; (b) identify and mitigate reasonably foreseeable external and internal risks to the Vertex Network and Cloud-based Services, including risks of unauthorized access to facilities, systems, and information assets storing or processing Customer Data; and (c) enable Vertex and Customer to comply with their respective obligations under applicable data privacy and data protection laws and regulations (collectively, "**Data Protection Laws**"), including the General Data Protection Regulation (EU 2016/679) and California Consumer Privacy Act. Vertex's security controls will align with applicable industry standards for cybersecurity risk management, including the NIST Cybersecurity Framework. All controls will be governed by written policies and procedures under Vertex's ISMP. All policies and procedures will be reviewed and approved annually by appropriate management-level Vertex Personnel.
- 5. Specific Technical Controls.** Vertex will employ defenses such as encryption, intrusion prevention and detection, log monitoring, threat monitoring, endpoint protection, and firewalls to protect the Vertex Network, Cloud-based Services, and Customer Data, including the following, consistent with industry standards:
- 5.1** full disk encryption and content filtering on laptops issued to Vertex Personnel, with external connection to the Vertex Network restricted to encrypted VPN via multi-factor authentication;
 - 5.2** encryption of Customer Data processed and stored in Cloud-based Services (including Customer user passwords), leveraging at least AES 256-bit encryption for data at rest (production and backup) and Transport Layer Security (TLS) 1.2 or higher for data in transit over untrusted networks;
 - 5.3** least privilege access to Cloud Provider environments by Vertex Personnel (reviewed quarterly), with all access via the Vertex Network;
 - 5.4** network-based vulnerability scanning for Vertex Network and Cloud-based Services, with regular application of patches and security updates to Vertex-issued laptops, the Vertex Network, Cloud-based Services, and associated information assets;
 - 5.5** intrusion prevention and intrusion detection systems (IPS/IDS), with secure storage and regular monitoring of logs;
 - 5.6** firewalls to control traffic to and from the Vertex Network and Cloud-based Services, with network perimeter monitoring, automated notification of suspicious activity, and rule set validation reviewed semiannually;
 - 5.7** virus prevention, detection, and anti-malware solutions within the Cloud-based Services, the Vertex Network, and Vertex-issued laptops, with virus signatures updated daily;
 - 5.8** external and internal vulnerability testing for Cloud-based Services, including annual penetration testing;
 - 5.9** hardening practices to protect the Vertex Network and Cloud-based Services from vulnerabilities;
 - 5.10** secure by design, defense in depth approach to development and maintenance of Vertex software incorporated in Cloud-based Services in accordance with a defined software development life cycle framework, including regular code review using application security and code analysis tools; and
 - 5.11** remediation of vulnerabilities with appropriate timelines based on severity.

6. **User Access Management.** Vertex will ensure that all access to the Vertex Network and Cloud-based Services is restricted to authorized individuals and Vertex will enable Customer to restrict Customer users' access to Cloud-based Services. These restrictions will be supported by authentication controls, including enforcement of complex password rules, consistent with industry standards, and account lockouts in all environments as well as procedures such as masking, and encryption and/or hashing, to maintain security of passwords.
7. **Network and Data Separation.** Vertex will maintain logical and physical separation between the Vertex Network and the Cloud Provider environments where Customer Data is processed and stored. Vertex's application and database security frameworks will ensure that Customer Data is logically separated from Vertex data and third-party data. Vertex will also maintain logical separation of production and non-production environments within the Vertex Network and within the Cloud-based Services.
8. **Physical and Environmental Controls.** Vertex will employ industry standard measures to manage physical security, mitigate security risks, and prevent and detect unauthorized access to Vertex facilities, systems, and assets. Vertex will equip its corporate buildings with physical access control systems such as access badge readers and monitoring, and registration systems for visitors that restrict access and track information about individuals. Vertex will also implement and regularly test fire suppression measures and environmental controls, where required for systems performance. To protect Customer Data while stored or processed using Cloud-based Services, Vertex will ensure Cloud Providers maintain physical security for their data centers using state-of-the-art controls and equipment to protect their data centers from threats and unauthorized access. Vertex will also ensure Cloud Providers enforce other controls designed to ensure redundant operations during environmental incidents, including continuity of electrical power, fire suppression, and humidity and temperature controls.
9. **Change Management.** Vertex will implement and follow formal change management processes that require software and infrastructure changes affecting the Cloud-based Services or the Vertex Network to be formally documented, tested, reviewed, and approved prior to migration to the production environment. Infrastructure and software changes are managed and tracked using work management systems. The change management processes are appropriately segregated, and access to migrate changes to production is restricted to authorized Vertex Personnel.
10. **Vendor Management.** Vertex will implement and follow formal vendor risk management processes that require documented risk assessment, with scrutiny and mitigation commensurate with the level of risk. Vertex's agreements with Cloud Providers and other key vendors involved in provisioning Cloud-based Services or the Vertex Network will include information security and data protection commitments, including where appropriate requirements to conduct, maintain, and provide on request evidence of third-party audit and/or certification according to the Service Organization Controls (SOC) reporting framework, ISO/IEC, or other similar framework or standard.
11. **Incident Response.** Vertex will maintain a documented Security Incident Response Plan. Vertex will triage, investigate, manage, and appropriately report security incidents, compromises, vulnerabilities, and concerns, including those reported by customers. The Response Plan will be reviewed and approved annually and tested annually. If Vertex becomes aware of a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Customer Data (a "**Data Security Incident**"), Vertex will notify affected Vertex customers no later than forty-eight (48) hours after Vertex becomes aware of the incident, unless notification is prohibited by law. Vertex's notification will include the following information, to the extent known by Vertex:
 - 11.1 a description of the nature of the Data Security Incident, the types of Customer Data involved, and the number of Customer Data records involved;
 - 11.2 a description of the likely consequences of the Data Security Incident;
 - 11.3 a description of the measures Vertex has taken or proposes to take in response to the Data Security Incident; and

11.4 the name and contact details of the Vertex representative who will provide additional information to affected Vertex customers on request.

Vertex will promptly supplement its initial notification with additional information learned during the incident response process that is reasonably necessary to enable affected Vertex customers to understand and assess the incident, and to meet any notification or other obligations under applicable law.

Vertex will promptly take all reasonable steps to contain and mitigate the effects of the Data Security Incident and implement appropriate controls to prevent its recurrence. Vertex will comply with applicable law in its response to the Data Security Incident. Vertex will be responsible for Data Security Incident response and investigation, and will cooperate with and assist affected Vertex customers and their representatives, law enforcement, and any data protection authority or other appropriate governmental body in connection with Vertex's response and investigation. Except for notice to law enforcement, to Vertex's incident response service providers (including Vertex's insurers), to affected Vertex customers as described in this section, and any additional notifications Vertex is required to make under applicable law, Vertex will not notify any third party or any data subject who may have been affected by a Data Security Incident.

- 12. Business Continuity.** Vertex will plan for the continuation of business operations during adverse or disruptive situations, and design systems to keep the Vertex Network and Cloud-based Services and other services Vertex provides to customers operational during the occurrence of such events. Vertex's business continuity plans will be documented and will provide for redundancy of all mission-critical systems, data, and infrastructure, including backup of Customer Data to remote media and failover and mirroring processes. Vertex will review and test its business continuity plans at least annually against applicable recovery and restoration objectives.
- 13. Audit.** Vertex will complete annual SOC 1, Type II and SOC 2, Type II external audits for certain Cloud-based Services and other relevant in-scope services; and Vertex will maintain ISO 27001 certification for the Information Security Management System governing operations of Vertex's EU-based Affiliates Taxamo Checkout Limited and EVAT Solutions Limited. These audit reports and certification are available upon request. Vertex will also provide written responses to all reasonable requests made by Customer for information relating to Vertex's processing of Customer Data, including responses to information and security audit questionnaires submitted by Customer and that are necessary to confirm Vertex's compliance with this Security Exhibit, provided (a) the requested information is not included in any self-assessment questionnaire that Vertex makes available, and (b) Customer shall not exercise this right more than once per calendar year or when Customer is expressly requested or required to provide this information to a data protection authority. While it is the parties' intention ordinarily to rely on Vertex's audit reports, certifications, and written responses described above to verify Vertex's compliance with this Security Exhibit and Data Protection Laws, following a confirmed Data Security Incident or where a data protection authority requires it, Customer may provide Vertex with thirty (30) days' prior written notice requesting that a third party conduct an audit of Vertex's facilities, equipment, documents, and electronic data relating to the processing of Customer Data under the Agreement ("**Audit**"), provided that: (1) the Audit shall be conducted at Customer's expense; (2) the parties shall mutually agree upon the scope, timing and duration of the Audit; and (3) the Audit shall not unreasonably impact Vertex's regular operations. Customer acknowledges that any audit report, certification, written responses, or Audit described in this section shall be subject to the confidentiality provisions of the Agreement.

Screening Attachment to Security Exhibit

Vertex's background verification and screening for Vertex Personnel will include background checks, covering the past seven (7) years (or, if shorter, the maximum period permitted by law) against such matters as would be assessed by a reasonable employer in Vertex's position in the relevant jurisdiction in which an individual is employed. Subject to applicable law, these checks may include verification of previous employment, educational history, and criminal background checks. Vertex will conduct the following checks for Vertex Personnel in the US:

- (a) Widescreen Plus national criminal search: search a proprietary database of millions of criminal records, including but not limited to felonies and misdemeanors, traffic violations, and sex offender records;
- (b) criminal felony and misdemeanor: perform fundamental criminal searches that reveal felonies and misdemeanors in searching county courthouse records corresponding to an applicant's address history;
- (c) SSN validation: detect an incorrect or compromised Social Security Number using data from the Social Security Administration and other databases;
- (d) SSN trace: reveal the names and addresses associated with the Social Security Number using credit bureau records;
- (e) employment report: for not more than three (3) prior employers, verify company names and locations, dates of employment, and positions and titles held (and compensation when available); and
- (f) education report: confirm degree, certificate and diploma claims directly with institutions or their authorized agents.



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 Indirect Tax Intelligence, and 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, carrier related issues, or internet access or related 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; (f) Customer's use of a Cloud-based Service in excess of limits specified in the Documentation or Order or otherwise in a manner not contemplated by the Documentation or authorized under the Agreement; or (g) 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



Vertex Customer Agreement

Terms of Use Exhibit

1. **Overview.** This Terms of Use 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 governs fees Vertex charges and rights Vertex grants for Products and Services. All specific rights granted under this Exhibit supplement the general rights granted in the Agreement. Unless the Order states otherwise, these specific rights are effective when Vertex and Customer sign an Order for the applicable Product or Service (the "**Effective Date**").

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. **Fees for Products and Services.** Each Order states applicable fees for Product and Service subscriptions purchased by Customer. Except as otherwise stated in this section or the Order, all fees are based on purchased subscriptions, not actual usage, and are payable in advance of the period to which they apply.

2.1 Fees for Purchased Subscriptions. The fee for a purchased subscription is subject to the volume and unit of measure specified in the Order (units of measure are defined in Section 7 (Units of Measure Defined)). The volume sets the upper limit of the subscription, which cannot be decreased during the Initial Term or during any Renewal Term. If Customer exceeds the limit of a subscription at any time during the Order Term, Customer shall sign an Order to increase the limit of the subscription. Upon Vertex's reasonable request, not more than once annually, Customer shall confirm to Vertex whether Customer has exceeded the limit of a purchased subscription.

2.2 Fees for Purchased Subscriptions (with Pre-Purchased Quantity). The fee for a purchased subscription that is specifically based on pre-purchased quantity is subject to the volume, unit of measure, and overage unit prices specified in the Order. The volume sets the upper limit of the subscription, which cannot be decreased during the Initial Term or during any Renewal Term. If Customer exceeds the limit of a subscription that is specifically based on pre-purchased quantity at any time during the Order Term, Customer shall pay for the excess quantity at the overage unit prices specified in the Order. Upon Vertex's reasonable request, not more than once annually, Customer shall confirm to Vertex whether Customer has exceeded the limit of a purchased subscription.

2.3 Usage Fees. The fee for a purchased subscription that is specifically based on usage is subject to the usage unit prices specified in the Order. Usage fees are payable after the period to which they apply.

3. **Delivery Type.** Each Order specifies a delivery type for each ordered Product or Service. Available delivery types and related definitions are listed in this section. Not every delivery type is available for every Product or Service, and not all Exhibits apply to every delivery type.

3.1 Cloud. Vertex hosts the software application in a multitenant environment and makes it available via the internet for online access. Vertex is responsible for the application's operating environment and for applying Updates. The Customer Support Exhibit and the Service Level Exhibit apply to applications with Cloud delivery type.

3.2 On Demand. Vertex hosts the software application and makes it available via the internet for online access. Vertex is responsible for the application's operating environment and for applying Updates. The Customer Support Exhibit and the Service Level Exhibit apply to applications with On Demand delivery type.

3.3 FTP. Vertex makes the software application available via the internet for download. Customer is responsible for the application's operating environment and for applying Updates. Unless otherwise stated in the Order or this Exhibit, and except for Foundational Products (defined in Section 5 (Subscription Type for Foundational Products)) and Vertex Tools for SAP® Software (defined in Section 6.6 (Vertex Tools for SAP® Software)), Vertex licenses an unlimited number of production copies of each application with FTP delivery type. For Foundational Products and Vertex Tools for SAP® Software, Vertex licenses one (1) production copy of the application; any implementation involving installation of more than one (1) production copy of the application requires the purchase of additional licenses. The Customer Support Exhibit applies to applications with FTP delivery type, but the Service Level Exhibit does not apply to applications with FTP delivery type.

3.4 Remote. Vertex performs the service remotely (or, in case of Professional Services, onsite if agreed by the parties). Unless otherwise stated in the applicable Order (or SOW for Professional Services, which may provide for reimbursement of incurred expenses), Vertex is responsible for all supplies and materials it uses in connection with its performance of services with Remote delivery type. The Customer Support Exhibit and the Service Level Exhibit do not apply to services with Remote delivery type.

- 4. Subscription Type.** Each Order specifies a subscription type for each ordered Product or Service. Available subscription types and corresponding rights are listed in this section for Products and Services that are not Foundational Products. The subscription type for a solution applies to all items included in the solution, notwithstanding anything in the Order to the contrary. Not every subscription type is available for every Product or Service.

4.1 Value Based; Corporate; Standard; Full States; Partial States. Vertex grants Customer and its Affiliates the subscription right during the Order Term to use the Service or the licensed number of copies of the Product for their internal business purposes.

4.2 Service Bureau; Application Service Provider. Vertex grants Customer and its Affiliates the subscription right during the Order Term to use the Service or the licensed number of copies of the Product to process third-party transactions for the benefit of third parties.

4.3 Marketplace. Vertex grants Customer and its Affiliates the subscription right during the Order Term to use the Service or the licensed number of copies of the Product to process Marketplace Transactions and support Customer Marketplace operations. The following definitions apply to Marketplace subscription type:

- (a) **"Customer Marketplace"** means any physical or electronic place where Marketplace Transactions occur, including an internet website or a software application, that is owned, operated, distributed, made available, or controlled by or on behalf of Customer or a Customer Affiliate.
- (b) **"Marketplace Transaction"** means any quotation, sale, invoice, return, refund, or credit relating to any tangible or digital good or service or other thing of value that is sold or offered for sale on a Customer Marketplace by or on behalf of a Marketplace Seller.
- (c) **"Marketplace Seller"** means a seller of goods or services on a Customer Marketplace (including Customer, any Customer Affiliate, and any third party).

4.4 Non-Production. Vertex grants Customer and its Affiliates the subscription right during the Order Term to use the Service or the licensed number of copies of the Product for their internal non-production purposes, including evaluation, testing, training, and development (to the extent the Service or Product or applicable Documentation includes development tools or specifications).

- 5. Subscription Type for Foundational Products.** The subscription types and corresponding rights listed in this section apply to the following Products (collectively, **"Foundational Products"**): Sales Tax L Series; Sales Tax L Series for Multi Value; Sales Tax Rate File; Vertex Sales Tax Standard Rate File; Sales Tax RateLocator; Sales Tax TDM Taxability Reference; Communications Tax L Series Solution; Sales Tax Q Series; Sales Tax Q Series Taxability Mapping Tool; Communications Tax Q Series; GeoCoder Master List Solution; GeoCoder System Matchmst; GeoCoder System; Payroll Tax Q Series Solution.

5.1 Value Based; Corporate; User Based; Middle Market; Standard. Vertex grants Customer the subscription right during the Order Term to use one (1) production copy of the Product for its internal business purposes, which include processing transactions on behalf of its Affiliates. For all Foundational Products except Payroll Tax Q Series Solution, these subscription types include five (5) users (there is no limit on users for Payroll Tax Q Series Solution).

5.2 Application Service Provider; Data Center; Professional Employer Organization/Administrative Services Organization (“PEO/ASO”). Vertex grants Customer the subscription right during the Order Term to use one (1) production copy of the Product to process third-party transactions for the benefit of third parties.

6. Product and Service Specific Terms.

6.1 Cloud-based Services – Generally. Vertex may update the infrastructure, databases, applications, networks, and other resources Vertex uses to provide the Cloud-based Services (defined in Section 1.4 of the Standard Terms) during the Order Term without notice to Customer, provided the update does not degrade the Cloud-based Services or require Customer’s cooperation. If any such update requires Customer’s cooperation, Customer shall provide reasonable cooperation within sixty (60) days from the date of Vertex’s written request. Vertex may restrict access and/or data transmission to a Cloud-based Service to the minimum extent necessary to comply with Applicable Law, including export control laws, sanctions, and embargoes, or to preserve the security of the Cloud-based Service. Vertex shall promptly remove any such restrictions when they are no longer necessary.

6.2 Cloud-based Services – Instances and Partitions. Customer’s subscription for a Cloud-based Service includes the number of Instances or Partitions specified in the Order. If no number is specified, Customer’s subscription includes one (1) Instance or Partition, as applicable. For these purposes: **“Instance”** means a dedicated single installation of the software application and applies only to Cloud-based Services delivered via On Demand; and **“Partition”** means a dedicated data area in a shared database and applies only to Cloud-based Services delivered via Cloud. Regardless of delivery type, all Customer Data stored or processed by Cloud-based Services are logically separated from Vertex data and third-party data.

6.3 O Series Solution with On Demand delivery type. Customer’s subscription includes one (1) Instance comprised of up to four (4) database partitions (production, testing, development, and sandbox), and the included computing resources stated on the Order. Unless Documentation specifies different limits (in which case the Documentation controls), O Series Solution with On Demand delivery type is subject to the following limits: (a) daily maximum transaction volume is two million (2,000,000) line items across transactions per day; (b) maximum invoice size is ten thousand (10,000) line items per invoice; and (c) maximum file size for upload is twenty megabytes (20 MB).

6.4 Advantage Product Solution; Marketplace Product Solution.

(a) Customer’s subscription includes the number of Dashboards specified in the Order. If no number is specified, Customer’s subscription includes one (1) Dashboard. For these purposes, **“Dashboard”** means a user interface dashboard. Any capability enabled solely by data transfer without user interface, including Vertex Validator, does not include a Dashboard. Visualizations displayed via Dashboards are presentations of underlying data in summary form only and are not a substitute for analysis of the summarized data.

(b) If Customer’s subscription includes Tax Determination, applicable capabilities will be available in the regions specified in the Order, and the applicable subscription fee will include fees for the specified regions. If Tax Determination is not included, the features or capabilities specified in the Order will be available in all regions that Vertex supports, as specified in the Documentation.

(c) If Customer’s subscription includes E-Invoicing Per E GUI Taiwan, Customer shall appoint a third-party nominated by Vertex to serve as Customer’s authorized agent in connection with necessary information exchange with the Taiwanese Ministry of Finance. The form of such limited appointment

shall be in the form specified by the Taiwanese Ministry of Finance, which Vertex will provide to Customer after the Effective Date of Customer's Order.

6.5 O Series Edge; Software Containers. Certain Cloud-based Services, including O Series Edge, may include containerization capabilities that allow Customer to deploy software containers in environments that are not controlled by Vertex. All deployed containers are subject to the same rights that Vertex grants Customer with respect to the applicable Cloud-based Service. However, although the Service Level Exhibit applies to the Cloud-based Service, the Service Level Exhibit does not apply to containers after deployment. Customer is responsible for container operating environment after container deployment.

6.6 Vertex Tools for SAP® Software. For the Products described in this section (collectively, “**Vertex Tools for SAP® Software**”), regardless of applicable subscription type, Vertex grants Customer and its Affiliates the subscription right during the Order Term to use one (1) production copy of the Product for Customer's and Affiliates' internal business purposes in connection with the tax decision-making functions performed by their SAP® software. Customer and Affiliates may use the Product on one (1) production SAP® instance and directly associated sandbox, development, and test instances. Vertex Tools for SAP® Software include the following Products and any other Product that is designed for use only with SAP® software, according to applicable Vertex Documentation:

Vertex Tax Accelerator for SAP® ERP	Goods Movement
Vertex Accelerator+ for SAP® ERP (all modules)	RFC Queue
Chain Flow Accelerator for Vertex Tax Service	SCOUT Conversion
Chain Flow Accelerator Tax Decision Tool	SPOT Extract
Comparitax	TestSuite
Diagnostax	TUESday
Drop Shipment	VENDORcon
flexRFC AP	VENDORcon - Global
flexRFC AR	VENDORcon - VAT
flexTAX	Vertex Tax Reports for SAP®
FLUX Builder	Vertex VAT Reports for SAP®
FLUX Monitor	

6.7 Regional Support. Products and Cloud-based Services support the regions specified in the Order and applicable Documentation. Without limiting the generality of the foregoing, unless the Documentation specifies otherwise: (a) all jurisdiction locator and address cleansing Products and Services may be used for tax determination purposes only and support United States locations and addresses only; and (b) the following tax database content support United States and Canada only: Cannabidiol (CBD), Satellite Digital Audio Radio, Oil and Gas, and Medical Devices and Equipment.

6.8 Professional Services. If Customer orders Professional Services described in an SOW published at <https://www.vertexinc.com/vertex-legal>, Vertex will provide the Services described in the SOW. The parties are not bound by any revisions to the SOW published after the Effective Date of Customer's Order. Other Professional Services will be provided in accordance with other SOWs agreed by the parties.

7. Units of Measure Defined. If an Order specifies a unit of measure for a purchased subscription, the subscription is subject to that unit of measure, as defined in this section. Only units of measure specified in an Order apply to Customer.

7.1 “Gross Merchandise Value per Year” or “GMV” means total annual value of goods and services sold through a marketplace or other multi-seller platform.

7.2 “Number of Additional Dashboards” means the total number of additional Dashboards provided as part of a Product or Service.

7.3 “Number of Additional Users” means the total number of additional individual users authorized to use a Product or Service.

- 7.4 “Number of Addresses per Year”** means the total number of address validation requests processed by a Product or Service during a twelve (12) month period.
- 7.5 “Number of B2B Validations per Year”** means the total number of tax or business number validation requests processed by a Product or Service during a twelve (12) month period.
- 7.6 “Number of Certificates”** means the total number of exemption certificate records created using a Product or Service during the Order Term. An exemption certificate record is created every time a production or non-production exemption certificate is created or uploaded, or an active exemption certificate is modified using the Product or Service.
- 7.7 “Number of Certificates Serviced”** means the total number of exemption certificates serviced under Vertex Certificate Service Solution during a twelve (12) month period. A certificate is serviced each time it is subject to Vertex validation or collection.
- 7.8 “Number of Checks per Year”** means the total number of paychecks, regardless of form, including tangible, electronic, direct deposit, or other transfer, processed using a Vertex payroll tax determination Product or Service during a twelve (12) month period.
- 7.9 “Number of Companies”** means the total number of entities that are configured to use a Product or Service.
- 7.10 “Number of Copies”** means the total number of production copies of a Product Customer is permitted to make and use.
- 7.11 “Number of Clusters”** means the highest total number of clusters deployed and sustained for a period of at least thirty (30) days during a twelve (12) month period. A **“cluster”** is any collection of one or more Edge calculation containers that are connected to, deployed, and/or managed by the EdgeLink cluster control plane. Multiple co-located cluster control planes are counted as multiple clusters, one for each control plane.
- 7.12 “Number of Data Center Clients”** means the total number of individuals and entities using a Product or Service via a data center.
- 7.13 “Number of Data Centers”** means the total number of data centers that are authorized to use a Product or Service.
- 7.14 “Number of Databases”** means the total number of databases that are stored in connection with Vertex Cloud Legacy Data Storage.
- 7.15 “Number of E-GUI per Year”** means the total number of Taiwan Electronic Government Uniform Invoices processed by a Product or Service during a twelve (12) month period.
- 7.16 “Number of Employees”** means the total number of individuals whose pay is calculated using a Vertex payroll tax determination Product or Service (**“Employees”**). Employees whose annual periods of employment are less than six (6) months are **“High Volume Turnover Employees.”** All other Employees are **“Standard Employees.”** If neither type of Employee is specified, the unit of measure is all Employees, regardless of annual periods of employment.
- 7.17 “Number of Filing Entities”** means the total number of entities that are configured to use a Product or Service.
- 7.18 “Number of Included App Tiers”** and **“Number of Additional App Tiers”** means the total number of included or additional (as applicable) bundled processor resources for a Cloud-based Service delivered via On Demand; each App Tier includes two (2) CPUs.
- 7.19 “Number of Included CPUs”** and **“Number of Additional CPUs”** means the total number of included or additional (as applicable) processor resources for a Cloud-based Service delivered via On Demand.

7.20 “Number of Included Gigabytes” and **“Number of Additional Gigabytes”** means the total number of included or additional (as applicable) units of data storage capacity for a Cloud-based Service delivered via On Demand.

7.21 “Number of Included Partitions” and **“Number of Additional Partitions”** means the total number of included or additional (as applicable) Partitions for a Cloud-based Service delivered via Cloud. For these purposes, **“Partition”** means a dedicated data area in a shared database.

7.22 “Number of Included RAM” and **“Number of Additional RAM”** means the total number of included or additional (as applicable) memory resources for a Cloud-based Service delivered via On Demand; each RAM is nine (9) gigabytes.

7.23 “Number of Incremental Instances” means the total number of additional Instances for a Cloud-based Service delivered via On Demand. For these purposes, **“Instance”** means a dedicated single installation of a software application.

7.24 “Number of Invoices Per Month” means the total number of invoices processed by a Product or Service during a one (1) month period.

7.25 “Number of Items Average Per Month” means the average number of items processed by a Product or Service during a one (1) month period, measured across a twelve (12) month period.

7.26 “Number of Items Per Year” means the number of items processed by a Product or Service during a twelve (12) month period.

7.27 “Number of LILA per Year” means the total number of line-item tax liability determinations processed by a Product or Service during a twelve (12) month period.

7.28 “Number of Regions” means the total number of tax jurisdictions that are in scope for a Product or Service.

7.29 “Number of Reports per Month” means the total number of taxability impact reports generated using a Product or Service during a one (1) month period.

7.30 “Number of Returns per Year” means the total number of indirect tax returns or reports, regardless of form or manner of filing, including tangible and electronic, processed by a Product or Service during a twelve (12) month period.

7.31 “Number of Rows Average per Month” means the average number of data rows in a database or table processed by a Product or Service, including data processed in production and non-production environments, during a one (1) month period, measured across a twelve (12) month period.

7.32 “Number of States” means the total number of states included in a Product or Service.

7.33 “Number of Tax Documents per Year” means the total number of tax documents, including credit notes and invoices, generated by a Product or Service during a twelve (12) month period.

7.34 “Number of Transactions per Year” means the total number of confirmed sale or refund (full or partial) transactions processed by a Product or Service during a twelve (12) month period.

7.35 “TaxCalc Volume” means the Volume and Unit of Measure that apply to the Vertex tax determination solution used by Customer in connection with the applicable Product or Service.

7.36 “Tax Compliance Volume” means the Volume and Unit of Measure that apply to the Vertex tax compliance solution used by Customer in connection with the applicable Product or Service.

7.37 “Total Annual Revenue” means total annual revenue of Customer and its Affiliates for the region specified; if no region is specified, the region is all regions in which Customer and Affiliates operate.

Data Processing Addendum

This Data Processing Addendum (“**DPA**”), including its Appendices, supplements the Agreement (as defined below). This DPA is entered into by the Vertex entity (“**Vertex**”) and the Customer entity (“**Customer**”) that are parties to the Agreement. Vertex’s and Customer’s respective remedies (including applicable limitations and exclusions) set forth in the Agreement apply to claims arising under this DPA, unless otherwise specifically stated in this DPA, applicable Standard Contractual Clauses, or Data Protection Laws.

1. **Definitions.** Unless defined below, capitalized words and phrases used in this DPA have the meanings given in the Agreement. Capitalized words and phrases that are not defined in this DPA or in the Agreement have their ordinary meanings in the context of the purpose of this DPA. For example, the terms “**Controller**”, “**Data Subject**”, “**process**” (and its cognates), “**Processor**”, “**Sub-Processor**”, and “**Supervisory Authority**” have the meanings given in the GDPR; and the terms “**Data Exporter**” and “**Data Importer**” have the meaning given in the SCCs.

1.1 “**Adequacy Jurisdiction**” means a jurisdiction in respect of which the European Commission has made a finding of adequacy in accordance with Article 45 of the GDPR and the UK GDPR.

1.2 “**Agreement**” means any agreement between Vertex and Customer for the provision of Products or Services that references and incorporates this DPA.

1.3 “**CCPA**” means the California Consumer Privacy Act, Cal. Civ. Code Section 1798.100 et seq., as may be amended, supplemented, or modified from time to time.

1.4 “**CPD Security Incident**” means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Customer Personal Data.

1.5 “**Customer Data**” means data transferred or uploaded by or on behalf of Customer or its Affiliates for processing or storage to a Vertex repository in connection with any Product or Service and any derivatives based on or modifications to such data. Customer Data includes output derived from Customer Data that Customer or Affiliates generate using the Product or Service.

1.6 “**Customer Personal Data**” means Customer Data that is Personal Data, but excluding VX Controller Personal Data.

1.7 “**Data Protection Laws**” means any applicable laws as may be amended, supplemented, or modified from time to time concerning the protection of Personal Data or privacy to which the applicable party is subject, including (as applicable) the GDPR, the UK GDPR, the Swiss Federal Act on Data Protection, and the CCPA.

1.8 “**GDPR**” means Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the Processing of Personal Data and on the free movement of such data (General Data Protection Regulation), as may be amended, supplemented, or modified from time to time.

1.9 “**Order**” means an order, statement of work, or other document that forms part of the Agreement specifying Products or Services Vertex will provide to Customer, applicable fees, currency, and other agreed commercial terms.

1.10 “**Personal Data**” means any information relating to an identified or identifiable natural person, including “personal data,” “personally identifiable information,” “personal information,” and other reasonably equivalent types of information defined under Data Protection Laws.

1.11 “**Product**” means any Vertex product to be provided to Customer under the terms of the Agreement.

1.12 “**Restricted Transfer**” means, in relation to any processing activity which is subject to the GDPR, a party, as a Data Exporter, disclosing by transmission or otherwise making available Customer Personal Data or VX Controller Personal Data to the other party, in circumstances where the other party is established outside the European Economic Area (or any Adequacy Jurisdiction).

1.13 “**Service**” means any Vertex service to be provided to Customer under the terms of the Agreement.

1.14 “Standard Contractual Clauses” or “SCCs” means the clauses annexed to the European Commission’s Implementing Decision 2021/914 of 4 June 2021 for the transfer of Personal Data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council.

1.15 “Swiss Federal Act on Data Protection” means the Swiss Federal Act on Data Protection of 1 September 2023 and the Swiss Ordinance to the Swiss Federal Act on Data Protection of 14 June 1993, as may be amended, supplemented, or modified from time to time.

1.16 “UK GDPR” means the GDPR, as it forms part of the United Kingdom (“UK”) law by virtue of section 3 of the European Union (Withdrawal) Act 2018 as the context may require, as may be amended, supplemented, or modified from time to time.

1.17 “UK IDTA” means the UK’s International Data Transfer Addendum to the SCCs.

1.18 “Vertex website” means <https://www.vertexinc.com/vertex-legal> (or other URL designated by Vertex).

1.19 “Vertex Privacy Policy” means the policy located at <https://www.vertexinc.com/vertex-privacy-policy> (or other URL designated by Vertex).

1.20 “VX Controller Personal Data” is defined in Appendix 3 of this DPA.

2. Compliance with Data Protection Laws. Each party will comply with its obligations under Data Protection Laws in relation to that party’s provision or use of Products or Services, as applicable.

3. Roles of the Parties.

3.1 Vertex as a Processor. Unless otherwise expressly provided for in the Agreement or the Vertex Privacy Policy, Vertex acts as a Processor in connection with the processing of Customer Personal Data, with Customer acting as Controller (unless Customer is a Processor, in which case Vertex acts as Sub-Processor). With respect to CCPA, Vertex shall process Customer Personal Data as a “service provider”, as defined in the CCPA. The parties agree to comply with the terms of this DPA with respect to the processing of such Customer Personal Data.

3.2 Vertex as a Controller. Where Vertex processes Customer Personal Data as a Controller, the terms set out in Appendix 3 of this DPA (Vertex as a Controller) shall apply.

4. Details of Data Processing. Appendix 1 (Description of Processing) details the nature of the processing and the types of Personal Data and categories of Data Subjects processed under the scope of this DPA and the Agreement.

5. Customer Instructions. The parties agree (a) the Agreement (including this DPA), (b) any Customer instructions provided during installation or implementation of a Product or Service, and (c) any Customer instructions provided via configuration tools that may be made available by Vertex as part of Customer’s use of Products or Services, together constitute Customer’s documented instructions regarding Vertex’s processing of Customer Personal Data (“**Customer Documented Instructions**”). Vertex will process Customer Personal Data only in accordance with Customer Documented Instructions unless required to do otherwise by Applicable Law (and Vertex shall, if permitted to do so, notify Customer of such requirement before processing). Additional instructions outside the scope of the Customer Documented Instructions (if any) require prior written agreement between Vertex and Customer. Customer shall ensure its processing instructions are lawful and that the processing of Customer Personal Data in accordance with such instructions will not violate applicable Data Protection Laws. If Vertex considers a processing instruction from Customer to be not compliant with the Data Protection Laws, it shall notify Customer without undue delay.

6. Protection of Customer Personal Data.

6.1 Confidentiality. Vertex shall ensure that persons authorized to process Customer Personal Data are bound by confidentiality obligations or are under an appropriate statutory obligation of confidentiality.

6.2 Security Measures. Vertex shall implement and maintain appropriate technical and organizational security measures that are designed to protect Customer Personal Data from CPD Security Incidents and to

preserve the security and confidentiality of the Customer Personal Data, in compliance with its obligations under Data Protection Laws and in particular Article 32 of the GDPR and the UK GDPR. These technical and organizational security measures are described in Vertex's Security Exhibit, published on the Vertex website (the "**Security Exhibit**").

6.3 CPD Security Incident. In the event of a CPD Security Incident, Vertex will perform its obligations as specified in Section 11 (Incident Response) of the Security Exhibit.

- 7. Data Subject Requests.** Vertex shall, to the extent legally permitted, promptly notify Customer if Vertex receives any requests from a Data Subject to exercise the following Data Subject rights with respect to Customer Personal Data: access, rectification, restriction of processing, erasure, data portability, objection to the processing, or to not be subject to an automated individual decision making (each, a "**Data Subject Request**"). Taking into account the nature of the processing, Vertex shall assist Customer by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of Customer's obligation to respond to a Data Subject Request under applicable Data Protection Laws. In addition, to the extent Customer, in its use of any Products or Services, does not have the ability to address a Data Subject Request, Vertex shall, upon Customer's request, provide commercially reasonable efforts to assist Customer in responding to such Data Subject Request, to the extent Vertex is legally permitted to do so and the response to such Data Subject Request is required under applicable Data Protection Laws. To the extent legally permitted, Customer shall be responsible for any costs arising from Vertex's provision of such assistance, including any fees associated with provision of additional functionality.

8. Sub-Processors.

8.1 Approved Sub-Processors.

(a) Subject to the requirements of this Section 8.1, Vertex may engage one or more third parties or Affiliates to act as Sub-Processors in connection with its processing of Customer Personal Data, where Vertex acts as a Processor or Sub-Processor on behalf of Customer. Vertex shall use only Approved Sub-Processors when acting in either capacity.

(b) Vertex shall maintain a list of its Sub-Processors (the "**Vertex Approved Sub-Processor List**"), which it may update from time to time, and shall publish current and archived versions of the list on the Vertex website. Customer hereby grants Vertex a general authorization to use any Sub-Processor (each, an "**Approved Sub-Processor**") on the Vertex Approved Sub-Processor List that is current when the Agreement is entered into, or when any Order for Products or Services requiring processing of Customer Personal Data is entered into or is renewed or amended (any such date, the "**Authorization Date**").

(c) Vertex shall inform Customer of any intended changes to the Vertex Approved Sub-Processor List after the Authorization Date, which may include notice given by way of publication of an updated version of the list on the Vertex website. Customer's general authorization extends to any Sub-Processor added to the Vertex Approved Sub-Processor List after the Authorization Date unless Customer reasonably objects within thirty (30) days of such addition. If Vertex does not address any such reasonable objection to Customer's satisfaction, Customer's sole remedy will be to terminate the Agreement by written notice to Vertex.

8.2 Written Agreement. Vertex shall ensure that every Approved Sub-Processor is subject to a written agreement that contains at least the same level of obligations imposed on Vertex under this DPA. In all cases, Vertex shall remain responsible for any acts or omissions of such third parties as though they were Vertex's acts and omissions.

8.3 Restricted Transfers. Vertex shall not make a Restricted Transfer unless permitted to do so under the GDPR, the UK GDPR, or as instructed by Customer.

9. International Transfers – Customer and Vertex.

9.1 Transfer Mechanism. If Customer's use of any Product or Service involves a Restricted Transfer between Customer and Vertex, Vertex and Customer shall enter into the applicable module of SCCs (as detailed in Section 9.2 (Modules in Use) below) prior to any such transfer of Customer Personal Data.

9.2 Modules in Use.

(a) **Module 1.** Module 1 (Controller to Controller) of the SCCs will apply to a Restricted Transfer when Customer and Vertex are Controllers and Vertex or Customer is a Data Exporter, with Module 1 of the SCCs being incorporated by reference into this DPA. Appendix 2 of this DPA details the Module 1 optional provisions in use and information recorded in its Annexes.

(b) **Module 2.** Module 2 (Controller to Processor) of the SCCs will apply to a Restricted Transfer when Customer is a Controller and Vertex is a Processor and the Data Importer, with Module 2 of the SCCs being incorporated by reference into this DPA. Appendix 2 of this DPA details the Module 2 optional provisions in use and information recorded in its Annexes.

(c) **Module 3.** Module 3 (Processor to Processor) of the SCCs will apply to a Restricted Transfer when Customer is a Processor and a Data Importer or a Data Exporter, with Module 3 of the SCCs being incorporated by reference into this DPA. Appendix 2 of this DPA details the Module 3 optional provisions in use and information recorded in its Annexes.

(d) **Module 4.** Module 4 (Processor to Controller) of the SCCs will apply to a Restricted Transfer where Vertex is the Data Exporter and Customer is the Controller and a Data Importer, with Module 4 of the SCCs being incorporated by reference into this DPA. Appendix 2 of this DPA details the Module 4 optional provisions in use and information recorded in its Annexes.

9.3 Transfers subject to UK Data Protection Laws. If there is a Restricted Transfer subject to the UK GDPR, then the UK IDAT will apply, with the UK IDAT being incorporated by reference into this DPA. The information needed to complete the Tables to the UK IDTA is set out in this DPA and the Agreement, including Appendix 1 (Description of Processing) of this DPA. Any amendments, modifications or supplements to the UK IDTA approved by the ICO are deemed incorporated into this DPA.

9.4 Transfers subject to Swiss Data Protection Laws. If there is a Restricted Transfer subject to Data Protection Laws of Switzerland, then the SCCs will apply with the following modifications: (a) the competent supervisory authority in Annex 1.C of the SCCs will be the Federal Data Protection and Information Commissioner ("FDPIC"); (b) references to a "Member State" and "EU Member State" will not be read to prevent Data Subjects in Switzerland from the possibility of suing for their rights in their place of habitual residence (Switzerland); and (c) references to "GDPR" in the SCCs will be understood as references to Data Protection Laws of Switzerland (the "Swiss Data Transfer Addendum"). The Swiss Data Transfer Addendum is incorporated by reference into this DPA and any amendments, modifications or supplements to the Swiss Data Transfer Addendum approved by the FDPIC are deemed incorporated into this DPA.

9.5 Execution. Each party agrees that its respective execution of the Agreement is deemed to constitute its execution of the SCCs, the UK IDTA and/or the Swiss Data Transfer Addendum (as applicable) on behalf of the Data Exporter and the Data Importer (as applicable).

9.6 Interaction with the Agreement. All notices, requests, monitoring/audit rights, conduct of claims, liability, and erasure or return of data relating to the SCCs, UK IDAT or Swiss Data Transfer Addendum (as applicable) will be provided, managed, and interpreted in accordance with the relevant provisions in the Agreement, to the extent that such provisions do not conflict with the SCCs, UK IDAT or Swiss Data Transfer Addendum.

10. Audit. Vertex will maintain the certification and attestation obligations, and allow for and contribute to audits, as provided for in Section 13 (Audit) of the Security Exhibit.

- 11. Return or Deletion of Customer Personal Data.** The return or deletion of Customer Personal Data is governed by the terms of the Agreement governing the return or deletion of Customer Data upon expiration or termination of any Order or the Agreement as a whole.
- 12. Rights of Third Parties.** In no event shall this DPA benefit or create any right or cause of action on behalf of a third party (including a third-party Controller), but without prejudice to the rights or remedies available to Data Subjects under Data Protection Laws or this DPA (including the SCCs, UK IDAT, and the Swiss Data Transfer Addendum).
- 13. Survival.** Notwithstanding the termination of the Agreement, the obligations placed on each party under this DPA shall survive for the duration that Vertex processes Customer Personal Data or VX Controller Personal Data.
- 14. DPA Governing Law and Jurisdiction.** This DPA will be governed by and construed in accordance with the governing law and jurisdiction provisions in the Agreement, unless otherwise required by Data Protection Laws.
- 15. Updates.** Vertex may update this DPA as it deems necessary to satisfy the evolving requirements of Data Protection Laws. These updates may occur during the term of an Agreement and without notice to Customer unless the update materially impacts Customer's use of Vertex Products or Services. Current and archived version of the DPA will be published on the Vertex website and will be provided on request. However, no update to this DPA will change Customer's Order until it is renewed, unless such updates are required to comply with Data Protection Laws prior to the renewal of an Order. If Customer's Order is renewed, the Agreement is amended to include the then-current published version of this DPA.
- 16. Relationship with the Agreement.** Except as amended by this DPA, all terms and conditions of the Agreement remain in full force and effect. If there is any conflict between this DPA and other terms of the Agreement, this DPA shall prevail as it relates to the processing of Customer Personal Data only.

**Appendix 1
Description of Processing**

Subject matter

- Customer Personal Data.

Categories of Data Subjects whose Personal Data is transferred

- Data Subjects whose Personal Data is contained in Customer Personal Data, which may include Customer's end customers.

Categories of Personal Data transferred

- Customer Personal Data, which may include names and addresses (including email, postal and/or IP addresses) of Customer's end customers, but excluding special categories of Personal Data.

Frequency of Personal Data transfer

- Continuous or on a one-off basis, as determined by Customer's use of Products or Services.

Nature of the processing

- Collection, storage, processing, and transfer of Customer Personal Data in accordance with the Agreement.

Duration of the processing

- As required in order to provide the Products or Services, and in accordance with DPA Section 11 (Return or Deletion of Customer Personal Data).

Purpose(s) of the Personal Data transfer and further processing

- Providing the Products or Service to Customer in accordance with the Agreement.

Appendix 2

SCC Modules – Optional Terms and Annexes

Part A – generally applicable additional terms to the SCCs

Only the following optional clause in the SCCs will apply:

- **Clause 7 (Optional docking clause).** This optional clause shall apply.
- **Clause 17 (Governing Law).** Irish law is the governing law for the SCCs.
- **Clause 18 (Choice of forum and jurisdiction).** The Irish courts will determine any disputes arising under the SCCs.
- **Annex 1A.** The full name, address and contact details of the Data Importer and the Data Exporter (as applicable) are as set out in the Agreement.
- **Annex 1B.** The relevant details are those set out in Appendix 1 (Description of Processing) to this DPA.

Part B – Module specific clauses

Module 1

- **Annex 1c – Supervision.** Where Vertex is the Data Exporter, the Data Protection Commission, Ireland, has supervisory authority. Where Customer is the Data Exporter, the competent supervisory authority is the supervisory authority applicable to Customer.
- **Annex II** –Where Vertex is the Data Exporter, the technical and organizational security measures are as described in the Security Exhibit. Where Customer is the Data Exporter, the technical and organizational security measures are the measures described in Annex II of Module 1 of the SCCs.

Module 2

- **Clause 9 – Use of Sub-Processors.** Option 2 (general written authorisation) applies here.
- **Annex 1c – Supervision.** The Data Protection Commission, Ireland, has supervisory authority.
- **Annex II** – The technical and organizational security measures are as described in the Security Exhibit.

Module 3

- **Clause 9 – Use of Sub-Processors.** Option 2 (general written authorisation) applies here.
- **Annex 1c – Supervision.** Where Vertex is the Data Exporter, the Data Protection Commission, Ireland, has supervisory authority. Where Customer is the Data Exporter, the competent supervisory authority is the supervisory authority applicable to Customer.
- **Annex II.** Where Vertex is the Data Exporter, the technical and organizational security measures are as described in the Security Exhibit. Where Customer is the Data Exporter, the technical and organizational security measures are the measures described in Annex II of Module 3 of the SCCs.

Appendix 3

Vertex as Controller

1. **Vertex as Controller.** As part of the performance of the Agreement and Customer's use of Products or Services, Vertex may collect, process, and retain Personal Data as a Controller pursuant to the Vertex Privacy Policy ("**VX Controller Personal Data**"). With respect to such VX Controller Personal Data:
 - 1.1 Vertex will handle and use VX Controller Personal Data in accordance with the handling and use practices described in the Vertex Privacy Policy;
 - 1.2 the following sections of the DPA shall not apply: Sections 4 (Details of Data Processing); 5 (Customer Instructions); 6 (Protection of Personal Data); 7 (Data Subject Requests); 8 (Sub-Processors); 10 (Audit); and 11 (Return or deletion of Customer Personal Data); and
 - 1.3 Customer shall make the Vertex Privacy Policy available to Data Subjects (including Customer and its Affiliates personnel) whose Personal Data is provided to Vertex or its Affiliates by Customer or its Affiliates.
2. **Independent Controllers.** Where the parties are determined to be independent Controllers of VX Controller Personal Data, the following terms will also apply:
 - 2.1 Customer will inform Vertex as soon as possible of any requests from Data Subjects regarding the exercise of their rights in relation to the processing of VX Controller Personal Data in connection with the Agreement. Customer shall provide reasonable assistance to Vertex to enable compliance with its obligations under Data Protection Laws. Notwithstanding the foregoing, Customer shall remain responsible itself for dealing with requests from Data Subjects in respect of such VX Controller Personal Data, to the extent that such requests are directed by the Data Subject to Customer (or any of its agents, employees, or sub-contractors).
 - 2.2 Customer shall notify Vertex immediately if Customer becomes aware of, or suspects: (a) any breach of this DPA; or (b) a Personal Data Breach which is likely to affect or invoke Vertex's obligations under Data Protection Laws.
 - 2.3 Customer shall document all Personal Data Breaches in accordance with Data Protection Laws and shall use reasonable endeavors to mitigate any damage suffered by a Data Subject in these circumstances.

Data Processing Addendum**Vertex Approved Sub-Processor List**

This page lists Approved Sub-Processors engaged by Vertex in connection with its processing of Customer Personal Data in accordance with the Data Processing Addendum (located at <https://www.vertexinc.com/vertex-legal>). Approved Sub-Processors relevant to an individual Customer will depend on the particular Product or Service a Customer uses.

Approved Sub-Processor	Region(s)	Purpose
Third Parties		
Amazon Web Services, Inc., and affiliates (AWS)	USA, Germany, Ireland	Cloud hosting and infrastructure provider.
Oracle America, Inc., and affiliates (OCI)	USA, Switzerland	Cloud hosting and infrastructure provider.
Microsoft Corporation, and affiliates (Azure)	USA	Cloud hosting and infrastructure provider.
Global VAT Compliance B.V.	The Netherlands	Indirect tax registration services.
Prople BPO, Inc.	Philippines	Indirect tax registration and returns services.
Trade-Van Information Services Co.	Taiwan (R.O.C.)	eGUI services.
Vertex Affiliates		
Vertex, Inc. (where Vertex, Inc. is not the designated selling entity on an Order)	USA	Indirect tax calculation services.
ecosio GmbH, and affiliates	Austria, Germany, UK	Electronic invoicing and electronic data interchange services.