Sales and Use Tax - Premium

This Data Sheet describes the following Cloud Solutions to be provided by Sovos Compliance, LLC ("Sovos") to the customer named on an applicable Order Form ("Customer") in accordance with this Data Sheet:

- **Sovos Global Tax Determination (Cloud)** – A cloud-based indirect tax (sales and use, goods and service tax) determination solution that is powered by global content and automatically calculates taxes for sales, purchases and rentals in real time when integrated with customers' ERP transaction systems and/or in batch format for a deferred calculation requirement.

- **Sovos Sales and Use Tax Filing** – A cloud-based sales and use tax Returns preparation, and automated transmission application that can be used on its own or in conjunction with one of Sovos' tax determination solutions. When used with Sovos' hosted Sovos Global Tax Determination solution, transaction data will flow directly from determination to Sovos Sales and Use Tax Filing via the platform data warehouse. For certain of Sovos' premise-based tax determination solutions, tax data is extracted from the tax determination solution and converted into a file format that is consumed by Sovos Sales and Use Tax Filing to allow population of the tax and exempt amounts directly onto tax Returns. Sovos Sales and Use Tax Filing provides electronic Returns transmission capabilities via SER (Simplified Electronic Return) as well as PDF to simplify e-Filing and paper returns.

- **CertManager** – A cloud solution that automates the management of sales exemption certificates and is integrated to the Sovos Tax Determination engine to facilitate transaction processing. In addition to collecting, storing, and retrieving exemption certificates, CertManager identifies expiring or expired exemption certificates, and missing or invalid certificates.

- **Sovos Use Tax Manager** – A cloud-based indirect tax (sales and use tax) determination solution that is powered by global content, calculates taxes on purchases in non-real time batches and provides tools to accrue, validate, reconcile and manage the tax charged by vendors.

1   DEFINITIONS.

1.1   **"Exemption"** means a jurisdictionally specific claim of tax exemption stored against an individual purchaser. One multi-jurisdictional Certificate can carry multiple exemptions.

1.2   **"Invoice"** means an individual document issued by a seller to the customer with the details of a unique business transaction for a defined time period.

1.3   "**Return**" means a tax form that reaches "Complete" status in the Software and is completed for submission to a tax authority for each of Customer's (i) legal entities; and (ii) individual business locations, where required.

1.4   "**Standard Adapter**" means software developed and made generally commercially available by Sovos for the purpose of integrating the Software.

1.5   "**System**" means the Software and Sovos Data.

1.6   "**Transaction**" means any time the System executes a tax calculation for Customer.

2   **INTEGRATION AND ADAPTERS**. Customer is solely responsible for data mapping. Customer may purchase the right to use a Standard Adapter, if available from Sovos. Customer's use of such Standard Adapter is subject to all terms and conditions of the Agreement. If no Standard Adapter is available or purchased by Customer, Customer is responsible for: (i) developing and maintaining the adapter; and (ii) updating the adapter to be compatible with new releases of the System and Customer's Application. Sovos can provide adapter services on a time and materials basis pursuant to the Professional Services provisions of this Governing Agreement. SOVOS PROVIDES NO WARRANTY, SUPPORT OR MAINTENANCE FOR ANY NON-STANDARD ADAPTER.

3   Access and use of the Cloud solution may require certain components of the Software to be installed in Customer's data center. In such event, use of such components of the Software installed in Customer's data center will be limited to Customer's Access and use of the Software and subject to the restrictions on use set forth in the Governing Agreement and any applicable Data Sheets.

4   Customer is solely responsible for any liabilities, penalties, or interest related, but not limited to, (i) the proper application of sales, use and value-added tax, (ii) the proper determination of Customer's nexus to any jurisdiction, (iii) the applicability of taxes for Customer's products and services, (iv) use tax determination and calculation, (v) determination of exempt sales applicable to Customer's transaction, (vi) Customer's failure to perform any obligation or responsibility under the Agreement.

5   **CHANGES**. Sovos may, from time to time and in its sole discretion, make changes to this document or the terms and conditions set forth herein, provided however, in no event shall Sovos make any changes that will degrade the products or services applicable to this Data Sheet without prior written notice to Customer. When Sovos makes changes hereto which do not degrade the products or services applicable to this Data Sheet, Sovos will provide notice as appropriate under the circumstances, e.g., by displaying a notice within the applicable Sovos products or services, by updating the Data Sheet located at https://sovos.com/customer-legal-data-sheets/ or by sending Customer an email.

6   **TERMS AND CONDITIONS**. Customer's execution of an applicable Order Form for the products applicable to this Data Sheet signifies Customer's agreement to the terms and conditions in this Data Sheet and its acknowledgment that the Products are provided under and is governed by such applicable Order Form and the separate written agreement between the parties that expressly governs Sovos' delivery of products and services (the "Governing Agreement").

7   **DEFINED TERMS**. Except as defined herein or otherwise required by the context herein, all defined terms used in this Data Sheet have the meaning set forth in the Governing Agreement.

This document constitutes a Data Sheet as defined in the Governing Agreement.

SOVOS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, IN THIS DOCUMENT.