

Cloud for Exemption Certificate Management

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:

- **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 Exemption Certificate Management** – A cloud solution that automates the management of sales exemption certificates. In addition to collecting, storing, and retrieving exemption certificates, Exemption Certificate Management identifies expiring or expired exemption certificates, and missing or invalid certificates.

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

1.3 "System" means the Software and Sovos Data.

2 **INTEGRATION AND ADAPTERS.** 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 **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.

4 **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.

5 **TERMS AND CONDITIONS.** Customer's execution of an applicable Order Form for the Software applicable to this Data Sheet signifies Customer's agreement to the terms and conditions in this Data Sheet and its acknowledgment that the Software is provided under and is governed by such applicable Order Form and the separate written agreement between the parties that expressly governs Sovos' delivery of Software and Services (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.