

Sovos Exemption Certificate Services

This Data Sheet describes the Sovos Exemption Certificate Services to be provided by Sovos Compliance, LLC ("Sovos") to the customer named on an applicable Order Form ("Customer") in accordance with this Data Sheet. Through Sovos Exemption Certificate Services, Sovos' managed services team collects, organizes, and updates exemption certificates using Sovos' cloud based Sovos Exemption Certificate Management Software.

1 DEFINITIONS.

1.1 "Audit Import Assistance" means the import of Customer audit data into the audit import functionality that exists within the Software.

1.2 "Certificate" means a document provided by Customer's customer to Customer which indicates that the customer is exempt from the collection of tax.

1.3 "Certificate Conversion" means the conversion and import of physical Certificates into electronic format into the Software and entry of mutually defined data elements from the Certificates into the Software.

1.4 "Certificate Review" means the review of Certificates by Sovos to determine if the Certificates meet the Sufficiency Requirements.

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

1.6 "Sovos Exemption Certificate Services" include Audit Import Assistance, Certificate Review, Certificate Conversion, Mailing Services and Report Delivery.

1.7 "Mailing Services" mean electronic or physical mailings completed by Sovos on a monthly or quarterly basis to notify Customer's customers of incomplete or expired certificates and request Customer's customers to provide an updated or new Certificate.

1.8 "Report Delivery" means the monthly delivery of reports by Sovos to Customer to inform Customer of Certificates that do not meet the Sufficiency Requirements, Certificates that have expired or will expire in 60 days, and Certificates which cannot be matched to an existing Customer's customer record in the System.

1.9 "Sufficiency Requirements" means the set of criteria used by Sovos to validate incoming Certificates.

2. SOVOS EXEMPTION CERTIFICATE SERVICES.

2.1 **Customer Responsibilities.** Customer shall (i) notify its customers of the appropriate fax and/or email lines for Certificate submission; (ii) define the criteria used for Certificate Review during the onboarding process; (iii) update the Software with new customer data; (iv) furnish customer address information and exemption data; and (v) provide, in the format required by Sovos, audit import data, for Audit Import Assistance.

2.2 **Cooperation.** Customer will follow the instructions and reasonable policies established by Sovos from time to time and communicated to the Customer. Customer shall provide Sovos with good faith cooperation as may be reasonably required by Sovos in order to provide the Software and Services. Customer agrees to bring to the attention of Sovos changes in the information as originally presented, as soon as such changed information becomes available.

2.3 **Sovos Responsibilities.** Sovos shall (i) setup and maintain dedicated fax and/or email lines; (ii) deliver Sovos Exemption Certificate Services; and (iii) destroy Certificates that have undergone Certificate Conversion.

2.4 **Document Destruction.** Certificates processed by Sovos shall be destroyed after work has been completed. Notwithstanding the foregoing, Sovos may retain documents as required by law, or as part of its routine backup, archival, and data destruction procedures, or as otherwise permitted by the Governing Agreement, provided that all information retained by Sovos shall continue to be subject to the nondisclosure obligations set forth in the Governing Agreement.

3 **CERTIFICATE SUBMISSION.** Customer shall submit Certificates to Sovos either: (i) electronically via electronic upload or a dedicated fax number or email address; (ii) by paper mailing; or (iii) via wizard. If Customer submits through the wizard, Sovos shall provide Customer or Customer's customer with a website and login credentials to enter information to complete an online form. Wizard input may vary based on the requirements of Sovos and/or the applicable State Department of Revenue. Certificates sent by mail shall be sent to Sovos Compliance, LLC, Attn: Managed Services, 200 Ballardvale St, Building 1, 4th Floor, Wilmington, MA 01887.

4 **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.

5 **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.

6 **TERMS AND CONDITIONS.** Customer's execution of an applicable Order Form for the Services applicable to this Data Sheet signifies Customer's agreement to the terms and conditions in this Data Sheet and its acknowledgment that the Services 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 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.