On-Premise Solutions for Tax Determination

This Data Sheet describes certain on-premise and content-driven tax determination solutions to be provided by Sovos Compliance, LLC ("Sovos") to the customer named on an applicable Order Form (the "Customer") in accordance with this Data Sheet. The on-premise and content-driven tax determination solutions applicable to this Data Sheet are as follows:

- **Sales & Use Tax System (SUT)** – An On-Premise and content-driven sales and use tax determination solution for the US and Canada, which integrates with customers ERP or financial application, that automatically calculates taxes for sales, purchases and rentals.

- **Sovos Global Tax Determination (GTD)** – An On-Premise indirect tax (e.g. value-added, goods and service, sales, and use tax) determination solution, which integrates with customers' ERP or financial application, that is powered by global content and automatically calculates taxes for sales, purchases and rentals.

- **Sovos Global Tax Determination (GTD) Hybrid (Cloud)** – An On-Premise add-on to Sovos Global Tax Determination (Cloud) that allows for calculation of indirect tax even if Sovos Global Tax Determination (Cloud) is offline. The calculation happens on premise while reporting, configuration and database are housed in Sovos' cloud environment. Customer must have a license for Sovos Global Tax Determination (Cloud).

- **TaxSolver** – An On-Premise U.S. sales and use tax form preparation and remittance automation tool that can be used on its own through a custom import feature or in conjunction with one of Sovos' tax determination solutions. When used with a tax determination solution, tax data is extracted from the tax determination solution and converted into a file format that is consumed by the tool to allow population of the tax and exempt amounts directly onto tax returns, thus providing an end-to-end solution.

- **Tax Content Solution (TCS)** – A set of uniform tax content files with sales and use tax rates in the US and Canada, including standard tax rates by tax type, exceptions to standard rates, and information that can be used by a Customer's application to calculate adjustments to standard rates, taxes, and taxable amounts.

- **Tax Management Database (TMD)** – A file to be utilized within an Oracle application that allows Customers to access tax rate information in the US and Canada.

- **VeraTax** – A sequential file for the US and Canada containing individual sales and use tax rates for a location based on ZIP code and the combined sales and use tax rates.

- **WorldTax** – An On-Premise value-added tax determination solution, which integrates to customers' ERP or financial application, that is powered by global commodity, service, and standard rate master files that automatically calculates value-added taxes, with the exception of Brazil, India, and China.

1   DEFINITIONS.
1.1   "**Lookup**" means manually accessing the VeraTax Rate/Data File to determine an individual tax rate.

1.2   "**Operating Environment**" means Sovos-recommended hardware, operating system, middleware, database and other software on which the System will operate as listed in Sovos' Maintenance and Support Policy.

1.3   "**Rate/Data File**" means a flat file containing the Sovos Data for use other than within the Software.

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

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

2   ON-PREMISE SOFTWARE LICENSE.

2.1   **Delivery**. Sovos will deliver the System to Customer via electronic means or via courier FOB Origin to the "ship to" address identified on the applicable Order Form. Sovos will provide Customer with another copy of the System at minimal or no charge in the event of accidental loss or damage.

2.2   **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 the terms and conditions of the Governing 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 the Governing Agreement. SOVOS PROVIDES NO WARRANTY, SUPPORT OR MAINTENANCE FOR ANY NON-STANDARD ADAPTER.

3   POST TERMINATION. Within ten (10) business days after termination of the On-Premise License, Customer shall destroy the original and all copies of the Software.

4   RATE FILES. This Section 4 contains additional terms which shall apply only if Customer is licensing Rate/Data Files.

4.1   **VeraTax; Restrictions**. Customer may use the VeraTax Rate/Data File for Lookup purposes only.

4.2   **Tax Management Database I and II ("TMD 1" or "TMD 2"); Restrictions**. Customer may use the Tax Management Database I or II Rate/Data File for integrating with Oracle 11i and Oracle R12, respectively.

4.3   **Tax Content Solutions ("TCS"); Restrictions**. Customer may use Tax Content Solution Rate/Data File for point-of-sale use only and must also have a license for Sovos Global Tax Determination. Use of the Tax Content Solution outside of Sovos Global Tax Determination for point-of-sale is only permitted to the extent Sovos Global Tax Determination is unable to accommodate point-of-sale transactions.

4.4   **License Metrics**. The License Metric for Rate Files shall be number of production copies.

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 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.

7 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").

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

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