

Escontech

This Data Sheet is effective for orders placed on or after 11 September 2023.

This Data Sheet describes the following software and services (the "Services") to be provided by Escontech del Peru S.A.C. ("Sovos") to the customer named on an applicable Order Form (the "Customer") in accordance with this Data Sheet:

- **Escontech Outbound:** Provides a Cloud-based transmission eInvoice functionality to comply with Peru's *SUNAT's* electronic invoicing mandate, which requires taxpayers to submit their transactional data in real time through *SUNAT's* portal. This Service can issue receipts manually or from the *SUNAT* portal.
- **Escontech Outbound on Behalf of Third Parties:** Provides a Cloud-based transmission eInvoice functionality to comply with Peru's *SUNAT's* electronic invoicing mandate, which requires taxpayers to submit their transactional data in real time through *SUNAT's* portal, but through an external OSE provider. This Service can issue receipts manually or from the *SUNAT* portal.
- **Escontech Transformation:** Transforms the Customer's current invoicing and invoice filing system into XML format and provides for the subsequent validation of the invoices leveraging Sovos' OSE and PSE accreditation.
- **Escontech Validation:** Provides Cloud-based transactional document validation to comply with *SUNAT* mandate which requires taxpayer to validate Transactions through a *SUNAT* approved OSE (Electronic Services Operator). Escontech Validation legally approves and/or rejects fiscal documents, including electronic invoices and electronic receipts, and generates authorization numbers on behalf of the *SUNAT*.
- **Escontech Bulk Printer Module:** Provides the Customer with a high-speed printer module. The module is focused on logistics operation for the Customer or the Customer's office that requires high volume printing of issued receipts.

1 DEFINITIONS.

- 1.1 "OSE" means the local Peruvian accreditation published by *SUNAT* called *Operador de Servicios Electronicos* that allows a private company to provide validation services to electronic invoices to customers instead of directly with *SUNAT*.
- 1.2 "PSE" means the local Peruvian accreditation published by *SUNAT* called *Proveedor de Servicios Electronicos* that allows a private company to provide electronic invoice services to customers instead of directly with *SUNAT*.
- 1.3 "RUC" means the tax identification number issued to by *SUNAT*.
- 1.4 "System" means the Software and Sovos Data.
- 1.5 "SUNAT" means the local Peruvian customs and tax enforcement called *Superintendencia Nacional de Aduanas y de Administracion Tributaria*.
- 1.6 "Transaction" means any electronic document processed by the System. Individual updates of the status of the electronic document in the System (e.g., validated, mapped, signed, etc.) are not considered an individual Transaction.

2 **PRODUCTS.** All Sovos products listed above are licensed separately. Sovos products include one (1) tax identification/RUC as part of standard implementation; additional tax identifications/RUCs are at additional charge. Sovos is *SUNAT* approved OSE; therefore, Sovos legally approves and/or rejects fiscal documents, including electronic invoices and electronic receipts, and generates authorization numbers on behalf of *SUNAT*. Sovos products use Sovos as the exclusive OSE/PSE and do not utilize any other OSE providers.

3 **TRANSACTIONS.** All Services use a Transaction licensing metric based on defined Transaction rate tables. Transaction counts are cumulative across all purchased Services.

4 **PRODUCTION INSTANCES.** All Services use a production instance licensing metric based on number of enterprise resource planning production instances integrated.

5 **ARCHIVING.** During the term of the Governing Agreement, the Services include the *SUNAT*-mandated archival of Transactions and their associated fiscal data for six (6) calendar years.

6 **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 Software and Customer's Application. Sovos can provide adapter services on a time and materials basis pursuant to the Services provisions of the Governing Agreement. SOVOS PROVIDES NO WARRANTY, SUPPORT OR MAINTENANCE FOR ANY NON-STANDARD ADAPTER.

7 **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.

8 **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").

9 **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.