

**Data Sheet** 

## Sovos Saphety elnvoicing- Colombia

This Data Sheet describes the following Cloud Solutions and Services (the "Software") to be provided the Sovos entity identified in the Order Form that includes these products ("Sovos") to the customer named on an applicable Order Form (the "Customer") in accordance with this Data Sheet:

- Sovos Saphety elnvoicing – Colombia – Cloud based application, certified by Colombian Tax Authority, under the system number no 1835, to generate and process Fiscal Relevant Documents, outbound and inbound, in accordance with the applicable legislation.

## 1 DEFINITIONS.

- 1.1 "Fiscal Relevant Documents" include invoices, debit notes, credit notes, payroll documents, support documents for not obligated.
- 1.2 "Transaction" means any electronic document that is processed by the Software. Individual updates of the status of the electronic document in the Software (e.g., finalized, rejected, etc.) are not considered individual Transactions.
- 1.3 "Updates" means a new version of the Software, Updates include bug fixes, patches, Error corrections, minor and major releases, non-new platform changes, or modifications or revisions that enhance existing performance. Updates exclude new products, modules or functionality for which Sovos generally charges a separate fee.
- 2 PRODUCTS. All Sovos products listed above are licensed separately. Sovos will provide Customer with credentials to test and development systems to allow appropriate testing.

## 3 CUSTOMER RESPONSIBILITIES.

- 3.1 Technical and process aspects: (i) Customer shall only send data to the Software that represent legitimate production business data pertaining to User Organizations; (iii) Customer shall ensure that all data sent to the Software is appropriately formatted and contains the information required for the correct performance of the Software according to Sovos´ Documentation.
- 3.2 VAT and other compliance aspects: (i) Customer shall obtain the necessary legal authorizations for Sovos to sign, issue, clear, retrieve or store electronic documents from User Organizations; (ii) Customer is responsible to comply with any requirements for prior notification, authorization, system documentation, derogation or any other types of government, authority or law enforcement approval that may be required as a precondition for using the Software; and (iii) Customer is responsible for requirements related to invoice data in accounting systems, including reporting, presentation, audit, analysis etc. as well as the determination of applicable law and jurisdictions for invoices, and the country of a legal entity's establishment.
- 3.3 Tax authority: Customer must provide all communications and reporting required by the Colombian tax authority.
- 4 INTEGRATION AND ADAPTERS. Customer is solely responsible for data mapping. 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 PROVIDES NO WARRANTY, SUPPORT OR MAINTENANCE FOR ANY NON-STANDARD ADAPTER.
- 5 <u>CHANGES.</u> 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 <a href="https://sovos.com/customer-legal-data-sheets/">https://sovos.com/customer-legal-data-sheets/</a> or by sending Customer an email.

- **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 gov erns Sovos' delivery of products and services (the "Governing Agreement").
- 7 <u>DEFINED TERMS.</u> 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.