Sovos On-Premise Solutions for VAT Determination

This Data Sheet is effective for orders placed on or after July, 01 2022.

This Data Sheet describes the following On-Premise VAT Determination Software to be provided by Sovos Compliance GmbH. ("Sovos") to the customer named on an applicable Order Form (the "Customer") in accordance with this Data Sheet:

- **Sovos VAT Determination – Sales – EMEA:** An On-Premise VAT determination add-on for SAP ERP, which integrates with SAP ERP, maps business processes, and identifies VAT Transaction Types in the Sales module of the SAP System.

- **Sovos VAT Determination – Purchases – EMEA:** An On-Premise VAT determination add-on the SAP ERP, which integrates with SAP ERP, maps business processes, and identifies VAT Transaction in the Purchase module of SAP.

- **Sovos VAT Determination – ID Validator – EMEA:** An On-Premise add on, which integrates with SAP ERP, and validates VAT IDs.

- **Sovos VAT Determination – Monitoring and Reporting – EMEA:** An On-Premise add on, which integrates with SAP ERP and includes: VAT Reconciliation; Tax Report; Billing Report; and Invoice Report.

- **Sovos VAT Determination – Enterprise – EMEA:** A bundled package including the following products defined above: Sovos VAT Determination – Sales – EMEA; Sovos VAT Determination – Purchases– EMEA; Sovos VAT Determination – ID Validator – EMEA; and Sovos VAT Determination – Monitoring and Reporting – EMEA.

1. DEFINITIONS.

"**Billing Report**" lists business transactions for VAT determination.

"**Invoice Report**" compiles data to carry out VAT determination of incoming invoices.

"**Production Instance**" means the use of Sovos Software for data transmission on a live environment by end users.

"**SAP**" means relevant SAP ERP versions supported by Sovos.

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

"**Transaction Types**" mean Country of: VAT ID number; taxation; departure; and destination.

"**VAT Reconciliation**" compares a movement balance sheet with all the amounts posted by tax code for a certain period, based on standard SAP reports.

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. **Adaption.** Adjustments or changes to the software as well as the creation of interfaces to third-party programs by Sovos are only provided insofar as these are necessary for maintenance or repair.

2.3. **Upgrades.** Sovos may at its sole discretion require Customer to take over updates, upgrades, new versions, releases (in total "program parts") of the Software released by Sovos.

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 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 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").

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.

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

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