

Sovos VAT eInvoice - Spain

This Data Sheet is effective for orders placed on or after August 25th, 2023.

This Data Sheet describes the following Cloud and On-Premise Software to be provided by Sovos Compliance BV, a Sovos Compliance, LLC Affiliate (“Sovos”) to the customer named on an applicable Order Form (the “Customer”) in accordance with this Data Sheet:

- **Sovos VAT (OEM) SII - Spain:** Provides a Cloud based solution which takes the legal format and reports to the tax authority platform client's sales and purchase transactions to comply with tax authority platform SII standards in Spain. Solely for **Sovos VAT SII - Spain**, the cloud solution includes long term storage of the Outbound files.
 - o **Sovos VAT SII - Canary Island:** Add-on to Sovos VAT SII Spain. Provides Cloud based solution which maps and reports client's sales and purchase transactions to comply with tax authority platform SII standards in Canary Islands. Requires purchase of transactions with Sovos VAT SII - Spain.
 - o **Sovos VAT SII – Bizkaia:** Add-on to Sovos VAT SII Spain. Provides Cloud based solution which maps and reports client's sales and purchase transactions to comply with tax authority platform SII standards in Bizkaia. Requires purchase of transactions with Sovos VAT SII - Spain.
 - o **Sovos VAT SII – Gipuzkoa:** Add-on to Sovos VAT SII Spain. Provides Cloud based solution which maps and reports client's sales and purchase transactions to comply with tax authority platform SII standards in Gipuzkoa. Requires purchase of transactions with Sovos VAT SII - Spain.
- **Sovos VAT SII SAP Framework - Spain:** Provides SAP-based customizable solution to comply with Spain, Canary Islands, Bizkaia, Gipuzkoa eReporting regulatory requirements. Requires purchase of Sovos VAT SII - Spain and as needed, Canary Island, Bizkaia, Gipuzkoa products.
- **Sovos VAT eInvoice - Additional Tax ID/Legal Entity - Spain:** Additional Tax ID/Legal Entity for applicable eInvoice products in Spain.

1 DEFINITIONS.

- 1.1 **“Application”** means the version of Customer's financial or transaction application to be used with the System.
- 1.2 **“System”** means the Software and Sovos Data.
- 1.3 **“File Size”** means the size of all data, but excluding meta-data, sent to the Cloud Solution in one call.
- 1.4 **“Transaction”** means any document data transfer that for Outbound functionalities generates a response including, but not limited to, acknowledgement, rejection or approval codes as made available by the tax authority platform. Documents whose File Size exceed 150kb will be considered additional Transactions for each increment of 150kb.
- 1.5 **“Sovos Canonical Invoice”** means a standard fiscal document format as defined by Sovos from time to time and available on <https://developer-guide.sovos.com/Fields> within the documents are marked-up and organized by Sovos using an open library of standard electronic business documents named UBL (Universal Business Language).
- 1.6 **“Production Instance”** means the use of Sovos Software for data transmission on a live environment by end users.
- 1.7 **“User Organization”** means a legal entity authorized to use the Cloud Solution, which can be the Customer or, if applicable under an Order Form or the Governing Agreement, an Authorized Affiliate or a Customer's Client.
- 1.8 **“Tax ID”** means a Tax ID or legal entity.
- 1.9 **“SII”** means “Suministro Inmediato de Informacion” (Immediate Supply of Information).
- 1.10 **“AEAT”** means “Agencia Estatal de Administración Tributaria” (Spanish Tax Agency).
- 1.11 **“NIF”** means “Numero de Identificación Fiscal” (Legal Identification Number).

2 **DATA ACCURACY.** Customer is solely responsible for the accuracy of Customer's data imported into the System.

3 **PRODUCTS.** All Sovos Cloud Software products listed above are licensed separately.

4 **TRANSACTIONS.** All Sovos Cloud Software Products listed above use a Transaction licensing metric based on defined Transaction rate tables.

5 **PRODUCTION INSTANCES.** All Sovos On-Premise products listed above use a production instance licensing metric based on number of ERP production instances integrated.

6 **INTEGRATION AND ADAPTERS.** Customer is solely responsible for data mapping. Customer may purchase the right to use a Standard Adapter (e.g. **Sovos VAT SII SAP Framework - Spain**). 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 System 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 **ACCESS.** Access and use of the Cloud Software may require certain components of the Software to be installed in Customer's data center. In such event, use of such components of the Software installed in Customer's data center will be limited to Customer's Access and use of the Software and subject to the restrictions on use set forth in the Governing Agreement and any applicable Data Sheets

8 **CHANGES.** Sovos may, from time to time and in our 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 Sovos' obligations under this Data Sheet without prior written notice to Customer. When Sovos makes changes hereto which do not degrade Sovos' obligations under 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/customerlegal-data-sheets/> or by sending Customer an email.

- 9 **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").
- 10 **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.