

Sovos SAF-T

This Data Sheet describes the following cloud and on-premise solutions and services (the "Software") to be provided by the Sovos entity identified in the Order Form ("Sovos") that includes these products to the customer named on an applicable Order Form (the "Customer") in accordance with this Data Sheet:

- **Sovos SAF-T – Transactions:** Provides a cloud-based solution for the import of eAccounting Data. A subscription to this product provides Customer with Transactions that can be consumed for activated Countries and is required to enable any of the other products in this Data Sheet.
- **Sovos SAF-T – Country Activation:** Provides a cloud-based solution that applies Analysis and Generation to the eAccounting Data based on the formats specified by supported Countries.
- **Sovos SAF-T – Additional Tax IDs:** Extends the provision of selected eAccounting products to additional Tax IDs of the Customer.
- **Sovos SAF-T – Long Term-Archiving:** Provides cloud-based Long-Term Archiving beyond 12 months.
- **Sovos SAF-T – SAP Framework:** Provides on-premise extraction software, for one Source System within Customer's SAP ERP, that facilitates obtaining eAccounting Data.

1 DEFINITIONS

1.1 "Analysis" means the supported data checks, cross-checks, dashboards and key performance indicators produced over the imported eAccounting Data and/or Submission Ready Files.

1.2 "Application" means the version of Customer's financial or transaction application to be used with the System.

1.3 "Country" means a country, or an administrative jurisdiction within that country supported by Sovos.

1.4 "eAccounting Data" means data that is sent to the Software in the supported Standards, as defined in the Documentation.

1.5 "Generation" means the creation of Submission Ready Files.

1.6 "Long-Term Archiving" means product functionality designed to assist the User Organization with archiving of Submission Ready Files. Long Term Archiving is made available by Sovos during a Customer's active subscription to "Sovos SAF-T - Long Term Archiving".

1.7 "Source System" means any transactional system (e.g. ERP, accounting package, billing system, accounts payable system, etc.) that connects to the Software.

1.8 "Standards" means data formats, transmission protocols, authentication mechanisms, and other technical means required to connect and use the products. Supported Standards are described in the Documentation. Custom Standards may be agreed separately.

1.9 "Submission Ready File" means the eAccounting files for the respective Country that are supported by Sovos (as described in the Documentation).

1.10 "System" means the Software and Sovos Data.

1.11 "Transaction" means the total count of discrete data records submitted, including header records, master file entries (customers, suppliers, general ledger accounts, tax codes, products), transactional documents (invoices, payments, journal entries), and source document references, measured as individual XML elements or database records that represent distinct business events or entity definitions.

1.12 "Tax ID" means a tax identification number ID or legal entity.

1.13 "User Organization" means a legal entity authorized to use the Software, which can be the Customer or, if applicable under an Order Form or the Governing Agreement, an Authorized Affiliate or a Customer's customer.

2 SOFTWARE

2.1 All Sovos Software is licensed separately. Sovos will provide Customer with

credentials to test systems to allow appropriate configuration and testing.

2.2 When subscribing to Sovos SAF-T - Transactions, the import of eAccounting Data shall include:

2.2.1 Standard integration through one Source System of Customer, via Standards;

2.2.2 Issuing or receiving eAccounting Data from a single Customer legal entity and Tax ID.

3 OFFBOARDING

Upon termination of the Agreement or the applicable Order Form, or the subscription for Sovos SAF-T – Long-Term Archiving, Sovos will maintain all data pertaining to User Organizations in the Cloud Solution for a maximum period of thirty (30) calendar days, to allow the User Organization to carry out the data off-boarding. Unless otherwise agreed in writing with the User Organization, one month after the termination of the Agreement or the Order Form, Sovos will permanently delete the data. Customer acknowledges that, upon expiration of the applicable storage period, or upon termination of the Agreement or the applicable Order Form, stored e-invoices, attachments, meta-data and preservation sets, when applicable, are permanently deleted by Sovos and rendered logically inaccessible.

4 CUSTOMER RESPONSIBILITIES

4.1 Technical and process aspects. Customer shall ensure that (i) data sent to the Software represents only legitimate production business data pertaining to User Organizations; (ii) 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.

4.2 Other compliance aspects: (i) Customer shall ensure that all the necessary legal authorizations are obtained, to enable Sovos to execute the import of eAccounting Data services; (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 eAccounting 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 establishment of the User Organization's legal entity.

5 LICENSE METRICS

5.1 The following products are licensed by number of Transactions:

Sovos SAF-T – Transactions

Sovos SAF-T – Long Term Archiving

5.2 The following products are licensed by number of Countries:

Sovos SAF-T – Country Activation
Sovos SAF-T – SAP Framework

5.3 Sovos SAF-T – Additional Tax IDs is licensed by the number of Tax IDs/legal entities.

6 INTEGRATION AND ADAPTERS. Unless otherwise specified and described in a SOW, Customer is solely responsible for data mapping and integration with the Software as described in the Documentation. Customer may purchase the right to use a Standard Adapter (e.g. Sovos SAF-T – SAP Framework), 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 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 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.