

Sovos SPED

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 SPED Transactions:** Provides a cloud-based solution for the generation of tax obligations within the SPED environment. A subscription to this product provides Customer with Transactions that can be consumed for Reports and is required to enable any of the other products in this Data Sheet.
- Sovos SPED Report Activation: Provides a cloud-based solution that enables and configures the necessary reports for fulfilling tax obligations, allowing companies to access consolidated information in compliance with legal requirements.
- Sovos SPED Additional Tax IDs: Extends the provision of selected SPED products to additional Tax IDs of the Customer, allowing for the management of multiple Tax IDs (CNPJs) required tax obligations.
- Sovos SPED Long Term-Archiving: Provides secure, long-term archiving service for files generated in the tax compliance process, in accordance with regulations that require data retention for extended periods beyond 6 months.
- Sovos SPED SAP Framework: Provides an on-premise data extraction module from SAP specifically for SPED (TaxFiscal), facilitating the collection and processing of tax information directly from Customer's ERP system.
- Sovos SPED SAP REINF Framework: Provides on-premise extraction software for extracting tax data directly from SAP for submitting information related to REINF.
- Sovos SPED Oracle NetSuite Extractor: Provides an on-premise integration solution for extracting tax data directly from Oracle NetSuite for fulfilling SPED obligations.
- Sovos SPED IFS Extractor: Provides an on-premise extraction tool for the IFS system, enabling automated collection of tax information.
- Sovos SPED Workflow: Provides management of calendars and workflows to track and organize deadlines and stages of tax obligations.

1 DEFINITIONS.

- 1.1 "Report" structured, digitally generated file that consolidates tax, accounting, or fiscal data in a standardized format required by Brazilian tax authorities.
- 1.2 "System" Combination of software and data infrastructure used to manage, process, and transmit tax and accounting information in compliance with Brazilian digital bookkeeping regulations. "Tax ID" means a tax identification number ID, CNJP, or legal entity.
- **1.3** "Transaction" means any government data transfer generating a government response whether by an acknowledgement or approval code.
- **1.4** "**Tax ID**" Refers to a Tax Identification Number (commonly known as CNPJ in Brazil) that is used to uniquely identify a legal entity for tax reporting and compliance purposes
- **1.5** "SPED" is Brazil's digital bookkeeping system that standardizes and centralizes the electronic submission of tax, accounting, and fiscal data to government authorities, ensuring legal compliance and audit readiness
- 2 <u>INTEGRATION AND ADAPTERS</u>. 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 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.
- 3 ACCESS. Access and use of the Cloud Solution 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.

- 4 <u>INTEGRATION AND ADAPTERS</u>. 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.
- 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 https://sovos.com/customer-legal-data-sheets/ 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 governs 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.