

Sovos VAT Filing

This Data Sheet describes the VAT Filing to be provided by the Sovos entity identified in the Order Form ("Sovos") to the customer named on an applicable Order Form (the "Customer") in accordance with this Data Sheet.

- Sovos VAT Filing Transactions: Provides a cloud-based solution for the import of VAT Filing 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 VAT Filing Country Activation: Provides a cloud-based solution enabling reporting for selected Countries.
- Sovos VAT Filing Long-Term Archiving: Provides cloud-based, Long-Term Archiving beyond 12 months.
- Sovos VAT Filing Additional Tax IDs: Extends the provision of selected VAT Filing products to additional Tax IDs of Customer.
- Sovos VAT Filing SAP Framework: Provides on-premise extraction software, within Customer's SAP ERP, that facilitates obtaining VAT return/European Sales List ("ESL") data.
- Sovos VAT Filing SAP Intrastat Framework: Provides on-premise extraction software, within Customer's SAP ERP, that facilitates obtaining Intrastat Data.

1 DEFINITIONS

- 1.1 "Country" means a country, or an administrative jurisdiction within that country supported by Sovos.
- **1.2** "Long-Term Archiving" means product functionality designed to assist the User Organization with archiving of Transactions and generated returns. Long Term Archiving is made available by Sovos during a Customer's active subscription to Sovos VAT Filing Long Term Archiving.
- 1.3 "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
- 1.4 "System" means the Software and Sovos Data.
- 1.5 "Tax ID" means a tax identification number ID or legal entity.
- **1.6** "Transaction" means a single record representing a taxable event—such as a sale, purchase, import, export, or adjustment—that includes key VAT-relevant data (e.g., tax amount, tax rate, invoice date, country, customer/supplier details, and supply type) and is used as the basis for generating VAT returns, EC Sales Lists, Intrastat or other periodic reports.
- 1.7 "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.
- **1.8** "VAT Filing Data" means data that is sent to the Software in the supported Standards, as defined in the Documentation.

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 VAT Filing Transactions, the import of VAT Filing Data shall include:
 - **2.2.1** Standard integration through one Source System of Customer, via Standards:
 - 2.2.2 Issuing or receiving VAT Filing 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 VAT Filing – 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, transactions, 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; (iii) 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 VAT Filing 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 VAT Filing 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 VAT Filing – Transactions
Sovos VAT Filing – Long Term Archiving

5.2 The following products are licensed by number of Countries:

Sovos VAT Filing – Country Activation Sovos SAP Framework

Sovos SAP Intrastat Framework

- **5.3** Sovos VAT Filing Additional Tax IDs is licensed by the number of Tax IDs/Legal Entities.
- 6 <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 VAT Filing 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.

- 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 <u>TERMS AND CONDITIONS</u>. 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 Software is provided under and is governed by such applicable Order Form and the separate written agreement between the parties that expressly governs Sovos' delivery of Software and Services (the "Governing Agreement").
- 9 <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.