

## Sovos API – Direct

This Data Sheet describes the following Cloud Solutions and Services to be provided by TrustWeaver AB, a Sovos Compliance, LLC Affiliate (“Sovos”) to the customer named on an applicable Order Form (the “Customer”) in accordance with this Data Sheet:

**Sovos Post Audit Issuing API – Direct:** Provides Cloud-based eInvoice requirements localization for issuance of compliant sales invoices only in over 60 countries and territories.

**Sovos Post Audit Validating API – Direct:** Provides Cloud-based eInvoice requirements localization for eSignature validation to establish integrity and authenticity compliance of purchase invoices in over 60 countries and territories.

**Sovos External Validation API – Direct:** Provides Cloud-based eSignature validation of invoices that have not been signed by Sovos.

**Sovos Clearance API – Direct:** Provides Cloud-based eInvoice requirements localization for issuance, cancellation, completion, validation or acknowledge receipt of fiscally relevant documents in Clearance Territories.

**Sovos Mapping API – Direct:** Provides Cloud-based transformation of XML documents, typically invoices.

**Sovos Archiving API – Direct:** Provides a Cloud-based solution for global compliant long-term storage of electronic invoices and/or other associated legally relevant business documents.

**Sovos Archive Migration API – Direct:** Provides a Cloud-based solution for one-time migration of existing legacy archives for global compliant long-term storage of electronic invoices and/or other associated legally relevant business documents.

**Sovos Customized Cloud Archiving API – Direct:** Provides for a custom configuration in the Sovos Archiving Cloud Solution that stores the archive record payload ('blob') in a third party / public cloud instead of Sovos data centers for localization or other purposes.

**Sovos TaxID Check API – Direct:** Provides for API communication with government end points verifying TaxIDs, white lists, and other registrations for direct customers.

**Sovos Additional System Integrations API – Direct:** Provides Cloud Access to additional Customer production system(s) to Sovos API products.

**Sovos Post Audit Content Service – Direct:** Service consisting of twice-yearly updates in tabular format on minimum mandatory invoice content for certain supported Post Audit Territories.

**Sovos Scanned Invoice Compliance – Direct:** Service consisting of twice-yearly updates in tabular format on requirements for the electronic storage of scanned invoices in certain supported Post Audit Territories.

### 1 DEFINITIONS.

**1.1 “Archiving Relevant Requirements”** means requirements regarding security, access, download, storage period, and location for the archiving of ‘source’/‘original’ electronic invoices in officially published value-added tax /goods and services tax law and general accounting law and secondary legislation, in each of the Territories. Exceptions to the rules otherwise applicable to the electronic archiving of invoices in a Territory are excluded, including without limitation: (i) Specific sector rules; specific rules may apply to certain sectors e.g. invoices for real estate, or for telecommunications services which may fall under obligations to preserve certain data related to communications for law enforcement purposes; (ii) Pro-longed accounting/fiscal years; invoices belonging to an accounting/fiscal year longer than twelve (12) months; (iii) Suspension or extension of storage period; declaration of bankruptcy of one of the transacting parties, special regulatory measures (e.g. prevention of money laundering rules), certain types of tax audit, revised assessments or criminal investigation can suspend or extend the archiving period. (iv) Late tax return filings or late bookings; if tax returns are filed later than the year following the accounting/fiscal period, or later than during the quarter to which the invoice relates, this may lead to prolonged storage periods. This may also be the case for late bookings of invoices.

**1.2 “Archiving Transaction”** means depositing one (1) fiscal document, with or without attachments, into the Cloud Solution for the entire applicable storage period as determined by the Cloud Solution or creating a token for Tag and Get. Files that exceed 150kb will be considered additional Archiving Transactions for each increment of 150kb.

**1.3 “Clearance Relevant Requirements”** means requirements in officially published tax laws and secondary legislation in the respective Clearance Territory, for use of any or all of the functions supported by Sovos.

**1.4 “Clearance Transaction”** means the submission of one document to the Cloud Solution for processing of a supported sender or receiver functionality in a given Clearance Territory. Files that exceed 150kb will be considered additional Clearance Transactions for each increment of 150kb.

**1.5 “Compliance Map™”** means an electronic document maintained by Sovos providing a structured summary mapping Relevant Requirements against solution features of the Cloud Solution and allowing configuration or the

execution by Customer of Territory-specific rules in the Cloud Solution.

**1.6 “External Validation Transaction”** means functionality that is identical to a Validation Transaction for e-invoices that have not been signed by Sovos but by a third party if the document and signatures formats as well as the Certification Authority are supported by Sovos. Files that exceed 150kb will be considered additional Extended Validation Transactions for each increment of 150kb.

**1.7 “File Size”** means the size of all data, but excluding meta-data, sent to the Cloud Solution in one call.

**1.8 “Issuing Transaction”** means the submission of an e-invoice to the Cloud Solution for Sovos Post Audit Issuing API – Direct for signing, issuing and, where appropriate according to the technical format of the invoice, for signature validation. Files that exceed 150kb will be considered additional Signing Transactions for each increment of 150kb.

**1.9 “Mapping Transaction”** means the submission of an e-invoice to the Cloud Solution for format mapping. Files that exceed 150kb will be considered additional Mapping Transactions for each increment of 150kb.

**1.10 “Post Audit Relevant Requirements”** means requirements for guaranteeing integrity and authenticity of B2B e-invoices, for the creation and/or validation of electronic signatures or seals as part of e-invoicing issuing or receiving processes in formally published tax laws and secondary legislation, including laws and secondary legislation referred to therein in Post Audit Territories.

**1.11 “Qualified Validation Service”** means the signature validation functionalities described in Regulation (EU) 910/2014.

**1.12 “TaxID Check Transaction”** means the submission of a TaxID and supporting data to the Cloud Solution to verify the existence and status of said TaxID as well as return information associated with that TaxID and any relevant evidence of performing the check.

**1.13 “Territory”** means an administrative territory covered by the specific Cloud Solution as published in the Compliance Map™ and updated by Sovos from time to time. This includes “Post Audit Territories”, where explicitly included and defined as Post Audit Territories in the Compliance Map™ and “Clearance Territories” where explicitly included and defined as Clearance Territories in the Compliance Map™.

**1.14 “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.

**1.15 “Validation Transaction”** means the submission of an e-invoice to the Cloud Solution for validation. Files that exceed 150kb will be considered additional Validation Transactions for each increment of 150kb.

**2 PRODUCTS.** All Sovos products listed above are licensed separately. Sovos will provide Customer with credentials to test and development systems to allow appropriate testing.

**2.1 Qualified Validation Service Limitations.** The Qualified Validation Service is only available for qualified electronic signatures and qualified electronic seals created after 1 July 2016 with qualified certificates issued by Certification Authorities pre-configured by Sovos in the Qualified Validation Service. The current validation policy is available at [www.sovos.com/policies](http://www.sovos.com/policies). If a Certification Authority is not configured an error message is produced. This message does not convey, and cannot be construed as providing, any response from Sovos as to the validity, legal effect, level of trustworthiness or appropriateness for any purposes of the qualified electronic signature or seal. The Qualified Validation Service will only identify a certificate as a qualified certificate if such mention is expressly included in the corresponding certificate’s content.

**2.2 File Size:** All Sovos API Cloud Solutions are subject to maximum File Size limitations, as described in the Documentation.

**2.3 Clearance Territories supported functionalities.** Sovos supports the below functionalities in Clearance Territories, as further defined in the Compliance Map™.

**2.3.1 Argentina (Comprobante Electrónico).** Receiver functionalities for clearance status and integrity check on validation data sets in predefined XML format created and submitted by Customer.

**2.3.2 Brazil (NF-e and NFS-e for Sovos supported municipalities).** Sender functionalities for signature of electronic invoice data and submission for clearance. Sender functionalities for invoice cancellation requests to clearance authorities, when applicable. Receiver functionalities for integrity checks and clearance status of purchase NF-e invoices.

**2.3.3 Chile (Documento Tributario Electrónico).** Receiver functionalities for clearance status and integrity check on validation data sets of purchase invoices, and for signature and, if applicable, submission for clearance of acknowledgement, acceptance and rejection messages.

**2.3.4 India (invoice, eWaybill, credit and debit notes).** Sender functionalities for submission to the Invoice Registration Portal (IRP) through an accredited GSP (GST Service Provider) Partner. Data will be subject to IRP review, and the Invoice Reference Number (IRN), signed JSON invoice data, signed QR code data and metadata will be returned when the submitted data has been approved. The IRN, signed QR code data and signed JSON invoice data are returned to Customer together with the metadata.

**2.3.5 Italy (FatturaPA invoices, purchase orders).** Sender functionalities for signature, submission to the governmental document exchange system (SDI) for issuance and clearance and, if required, SDI delivery of FatturaPA sales invoices and purchase order messages to buyer or its authorized intermediary. Receiver functionality for retrieval of FatturaPA and purchase orders issued through the SDI, provided Sovos is identified as authorized recipient in the applicable invoice or purchase order.

**2.3.6 Mexico (CFDI).** Sender functionalities for signature of electronic invoice data and submission for clearance. Receiver functionalities for cryptographic and certificate validity checks and clearance status of purchase invoices.

**2.3.7 Peru (CPE).** Receiver functionalities for validation of schema, integrity, authenticity, certificate status and clearance. CPEs issued through the local tax authority portal and identified with the numbering series EXXX- are not supported.

**2.3.8 South Korea (einvoice, einvoice amendment):** Sender functionalities for submission of einvoices and einvoice amendments. Data, appropriately formatted under local requirements, will be signed and submitted to the National Tax System (NTS) through an accredited service provider (ASP).

Data will be subject to ASP and NTS review.

**2.3.9 Turkey (eFatura, eArsiv, eWaybill).** Sender functionalities for signature and, as applicable, clearance. Sender functionalities for receipt of acknowledge messages and periodic reporting of issued eArsiv invoices to Turkish Revenue Administration. Receiver functionalities submission to Turkish Revenue Administration of acknowledge messages for acceptance and rejection of purchase invoices through portal. Default long term storage of the records can be disabled by Customer during User Organization onboarding.

**2.4 Data processing.** To the extent that any data submitted to the Cloud Solution for Clearance constitutes Personal Data, Customer acknowledges that Sovos may require transferring, processing and archiving of the Customer data in data centers located in third countries. The processing activities are necessary for the provision of the Cloud Solution in Clearance Territories and storage is limited to the period needed for legitimate administrative purposes under applicable laws and regulations. In particular, the use of the Clearance Software in Brazil necessitates processing of Customer data in data centers managed by Sovos Compliance Desenvolvimento de Sistemas Ltda., CNPJ 24.492.961/0001-29, with registered address Al Rio Negro, 161, Andar 13 Conj 1301 1302 E 1303, CEP 06.454-000, Alphaville Centro Industrial e Empresarial/Alphavi, Barueri, SP, Brazil. The use of the Services of the Clearance Software in Turkey necessitates processing of Customer data in data centers managed by FIT Bilgi İşlem Sistemleri Servisleri San.Tic.A.S. with registered address at Altaycesme Mah. Oz Sok. No:19/10, Maltepe, 34843 Istanbul, Turkey. The use of the Services of the Clearance Software in India necessitates processing of Customer data in data centers managed by Sovos Compliance Private Limited, with registered address at Mindspace Airoli East, Building, number 3, Floor 7, Airoli, Navi Mumbai, India. The use of the Services of the Clearance Software in South Korea necessitates processing of Customer data in data centers managed by BusinessON Communication, a Korean entity with registered address at 5th Floor Ubim B/D 230, Hakdong-ro, Gangnam-gu, Seoul, Republic of Korea. To the extent that any data submitted to the Cloud Solution for Customized Cloud Archiving API constitutes Personal Data, Customer instructs Sovos to transfer the Customer data to Amazon Data Services India Private Limited for processing in data centers located in Mumbai, India. Customer for these purposes gives or has obtained a consent from the Controller of Personal Data for Sovos to enter into standard contractual clauses published by the EU Commission in the Decision of 5 February 2010 no 2010/87/EU for the transfer of personal data to processors established in third countries under Directive 95/46/EC, or a similar measure under GDPR if relevant. The use of the Cloud Solution for Italy necessitates the disclosure of Customer data to the Agenzia delle Entrate and the operator authorized by Italian Law to operate the SDI, Sogei SpA.

**2.5 Sovos Archiving API - Direct:** Sovos will provide Customer with access to a web service interface exposing methods that enable Customer to store, download, search for and organize electronic invoices and other fiscally relevant documents pertaining to User Organizations globally in the Territories. The Tag and Get functionality allows Customer to obtain a token for invoice distribution to a non-registered party. This Cloud Solution allows electronic invoices to be stored with associated attachments and meta-data to cater to searchability and ancillary record keeping requirements in the Territories. This Cloud Solution incorporates a graphical user interface that allows User Organizations to search for, access and download archived documents. Where applicable, as described in the Compliance Map™ and other Documentation, the Cloud Solution will perform additional processing to those records subject to local long-term storage requirements such as timestamp or preservation. The Cloud Solution considers the Relevant Requirements to automatically calculate the storage period applicable to each electronic invoice. Sovos disclaims all warranties for compliance with laws and regulations, particularly personal data regulations, for any customized data storage beyond the default storage period.

**2.6 Sovos Archive Migration API - Direct:** Customer may, at any time during the Term, terminate without cause its subscription for the Sovos Archive Migration API – Direct by providing forty-five (45) days written notice to Sovos. Customer expressly acknowledges that fees for the Sovos Archive Migration API – Direct are not refundable, even in cases where Customer terminates before the Term expires.

**2.7 Deletion and off-boarding:** Upon termination of the Agreement or the applicable Order Form, 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. In case the invoices have been paid upfront for their lifetime as calculated by the Cloud Solution, Sovos will maintain such invoices available on-line for the User Organizations through the Archive GUI for the remaining storage period, provided the User Organization agrees to Sovos standard terms and conditions within one month from the termination of the Agreement or the applicable Order Form. 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.

**3 METRICS.** All Sovos API products use Transaction based License Metrics on defined transaction rate tables.

#### **4 CUSTOMER RESPONSIBILITIES.**

**4.1 Technical and process aspects.** Customer shall (i) only send data to the Cloud Solution that represent legitimate production business data pertaining to User Organizations; (ii) only send ISO 3166 (two letter) country codes or any other codes chosen from a list of standard codes as may be provided by Sovos from time to time corresponding to the Territories listed in the Compliance Map™. Customer is responsible for the correct use of these country codes, which are not verified for accuracy by the Cloud Solution. Customer shall ensure that all data sent to the Cloud Solution is appropriately formatted and contains the information required for the correct performance of the Cloud Solution according to Sovos' Documentation. Customer is responsible to reset section passwords for the Archiving GUI.

**4.2 VAT and other compliance aspects.** Customer shall obtain the necessary legal authorizations for Sovos to sign, issue, clear, retrieve or store invoices from User Organizations. Customer is responsible for (i) complying 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 Cloud Solution; and (ii) requirements related to invoice 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 a legal entity's establishment.

**5 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.

**6 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 Software and Services are provided under and are 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 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.