

Last Updated May 1, 2023.

These Avalara 1099 Product-Specific Supplemental Terms (“**1099 Terms**”) govern Customer’s purchase and use of Avalara 1099 and other Services available on the Track1099 by Avalara website. These 1099 Terms are in addition to, and incorporate by reference, the Avalara Service Terms and Conditions located at <https://www.avalara.com/terms> (the “**Terms**”). Any capitalized terms used in these 1099 Terms and not defined have the meanings given in the Terms.

1. **Definitions.**

- a. “**Client**” means a client of Customer for which Customer uses the Service.
- b. “**Client Data**” means Customer Data uploaded to the Service by Customer relating to a Client.
- c. “**Filing Agency**” means a filing agency to which Avalara will file on behalf of the Customer.
- d. “**Recipient**” means any person or entity, other than a Filing Agency, Client, or Customer, sent a form through the Service by the Customer.
- e. “**Recipient Data**” means Customer Data uploaded to Track1099 by Customer relating to a Recipient.

2. **Use of the Services.** Customer is authorized to use the Service solely for Customer’s internal business operations. If the Customer is in the business of providing accounting or advisory services as part of its standard offerings, internal business operations may include the preparation and filing of forms for Clients. Avalara grants Customer a limited, nonexclusive, nontransferable, nonassignable, sublicensable (to the applicable Client), worldwide license to use and retain the Content that is returned by the Services to Customer solely for its internal business operations in connection with the specific request for which it was provided.
3. **Authorization.** Customer authorizes Avalara, on Customer’s behalf, to perform TIN matching as requested and to file 1099-series, 1095-B, 1095-C, W-2, 1042-S, T4A, and other forms as applicable. Customer also authorizes Avalara to interact with appropriate authorities and other third parties on Customer’s behalf for validation, filing, and status retrieval purposes related to the Service. Customer understands that Avalara will not interact with regulatory agencies on behalf of Customer or Clients for any other purpose.
4. **Customer Responsibilities.** In addition to the responsibilities in the Terms, Customer shall: (i) verify the filing status of each information return or filing filed on Customer’s behalf by Avalara; (ii) ensure the Recipient received all necessary forms, and if not, transmit that information to the Recipient; and (iii) promptly correct any errors in information. Customer shall download and save records as necessary to maintain its own records separate from the Service and shall not use the Service for general archiving or back-up purposes. Customer authorizes Avalara to perform TIN matching. Customer shall only request TIN matching for income subject to backup withholding on Forms 1009-B, DIV, INT, MISC, NEC, OID, 1099-K, G and/or PATR. Customer affirms that all of the information entered into the Service for the purposes of submission, including to the Internal Revenue Service, Canadian Revenue Agency, and/or Social Security Administration, is true and accurate, to the best of Customer’s knowledge.
5. **Trial Use.** Certain subscription Services may provide the option for a trial usage. If Customer is not satisfied with such Service, during the Initial Subscription Term only, Customer may terminate their subscription by declining to provide payment information.
6. **Use of Services for Clients.** Customer is solely responsible for properly setting up, configuring, and maintaining Customer’s profile in order to use the Service for the benefit of Customer’s Clients, including, for each Client; (i) information Customer needs to use the Service on behalf of Customer’s Clients; (ii) the preparation, content, accuracy, and review of informational documents or

other filings that Customer prepares using the Service; and (iii) the timely filing of any informational documents or other filings, including any late filings due to unavailability of the Service. Customer represents and warrants that it has the right to upload Client Data and Recipient Data to the Service.

7. **Additional Indemnification.** In addition to Customer's indemnification obligations set forth in the Terms, Customer shall indemnify and defend Avalara against any Losses arising from a third-party claim that results from Customer's use of the Service for a Client (except for third-party claims for Infringement or arising solely from Avalara's breach of the Agreement or Applicable Law).
8. **No Third-Party Beneficiaries.** This Agreement does not and is not intended to confer any rights or remedies to any third party, including Clients or Recipients.
9. **Deviations from the Terms.**
 - a. **Uptime Statistics.** Avalara may elect not to provide uptime statistics.
 - b. **Planned Downtime.** Avalara may elect not to provide notice of planned downtime.
 - c. **Automatic Upgrades and Overages.** If Customer purchased through the Track1099 by Avalara website, Customer cannot use more forms than it has paid for. If Customer purchased through an assisted sales process and Customer exceeds the number of Reports included in Customer's subscription, Customer will be charged for any additional Reports at the per-Report overage price specified on the applicable Order Document unless Customer upgrades to a higher usage tier.
 - d. **One-Time Services.** Some Services offered on the Track1099 by Avalara website are one-time Services. Provisions in the Terms specifically applicable to subscription Services do not apply. Unless otherwise specified, the Initial Subscription Term expires when Avalara has performed all its Service obligations hereunder and will not automatically renew.
 - e. **Indemnification.** Sections 10(a)(2) and 10(a)(3) (*Indemnification by Avalara*) do not apply to purchases made through the Track1099 by Avalara website.