

Last updated March 24, 2023

These Customer Support Product-Specific Supplemental Terms (“**Customer Support Terms**”) govern Customer’s use of Support Services. These Customer Support 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 Customer Support Terms and not defined have the meaning given in the Terms.

1. **Definitions.**

- a. “**Assisted Support**” means the service where Avalara provides support for AvaTax and implementation of additional Services that Customer purchases during the Subscription Term.
- b. “**Managed Support**” means the service where Avalara provides support, ongoing maintenance of Customer’s Account, including nexus monitoring, and implementation of additional Services that Customer purchases during the Subscription Term.
- c. “**One-time Managed Setup Services**” means the service where Avalara sets up the applicable Service on Customer’s behalf.
- d. “**Services Results**” means all deliverables, work product, designs, methodologies, processes, techniques, ideas, concepts, inventions, designs, tools, trade secrets, and know-how, and any modifications, improvements, or derivative works of the foregoing, resulting from the Support Services, including any intellectual property rights therein.
- e. “**Support Services**” means Assisted Support, Managed Support, and One-time Managed Setup Services.

2. **One-time Managed Setup Services.**

a. **Customer Obligations.**

- i. Customer shall timely provide detailed information regarding its business reasonably requested by Avalara, which may include tax nexus information, legal company name, tax filing calendar details, locations, and identification numbers.
- ii. Customer shall ensure Avalara has access to its accounts with applicable tax authorities and any systems Customer uses and wants to connect to the Services. If Customer is unable to provide Avalara with access to Customer’s systems, Customer shall make personnel available and schedule time with Avalara to conduct the One-time Managed Setup Services. Customer will disable Avalara’s access to its systems (but not its tax authorities accounts) within five business days after configuration is complete.
- iii. Customer shall review and test the setup and configuration of the Services for conformance with Customer’s tax and other internal policies (including information technology policies) and advise Avalara of any nonconformance within five business days. Avalara will correct discrepancies within five business days after receipt of such notice. Without notice from Customer, the configuration will be deemed approved after five business days.
- iv. Customer shall review and approve the tax codes Avalara suggests for its product catalog within five business days after Avalara sends them. If no approval is received within five business days, Avalara will set all products to the tax

code for tangible personal property and Customer will have the option to refine the tax codes at a later time.

- v. Customer is solely responsible for its tax policy, business requirements, and any related decisions, including certificate management and tax positions.
- b. **Avalara Obligations.** Avalara shall set up and configure the Services to integrate with Customer's systems (e.g., ERP, marketplace, ecommerce, etc.) using available pre-built integrations. Avalara will suggest tax codes for the products in the product catalog Customer provides.
- c. **Assumptions and Limitations.**
- i. Services will commence within ten days after purchase. Work will be performed remotely and during Avalara business hours. If Services do not commence due to Customer delay, the One-time Managed Setup Services expire within 12 months of purchase without refund.
 - ii. Avalara may identify ways in which Customer is not compliant with tax requirements. If Customer wishes to use additional recommended Avalara services, Customer must purchase them separately.
 - iii. One-time Managed Setup Services are only available for U.S. or Canadian sales and use tax and only in conjunction with the purchase of Assisted Support or Managed Support.
 - iv. Development of custom integrations is not included.
 - v. Registering to collect and remit sales and use tax can impact federal, state, and other reporting requirements, such as income or franchise tax, all of which are out of the Service's scope. Customer should consult a third-party tax advisor regarding such matters.
 - vi. Avalara will use commercially reasonable efforts to provide consistent personnel for the duration of the One-time Managed Setup Services.

3. Managed Support.

- a. **Customer Obligations.** Customer shall notify Avalara of any business changes that impact Customer's compliance, including nexus setup, tax code selection, filing frequencies, new entity setup, any information used to provision Customer's Account, and activities that impact physical or economic nexus.
- b. **Avalara Obligations.** Avalara will provide the following:
 - i. **Support.** Customer support is available by phone during U.S. business hours, 5 a.m. to 5 p.m. Pacific Time, Monday through Friday. Customer may open a support case from Customer's Account. Avalara will respond to requests for support within eight business hours.
 - ii. **AvaTax Account Maintenance.** Avalara will update the Account with changes identified by Avalara or Customer that impact compliance
 - iii. **Nexus.** Avalara will monitor Customer's AvaTax Account using the native economic nexus tool and advise Customer when Customer Data in AvaTax indicates Customer may have economic nexus in a new state. Customer may opt to register in the new state or purchase registration services from Avalara. Upon registration, Avalara will update Customer's Account accordingly. Avalara will request and Customer will provide information regarding physical nexus once per year, and Avalara will update Customer's Account accordingly.
 - iv. **Implementation of Additional Products.** If Customer purchases additional

AvaTax, Avalara Returns or Streamlined Sales Tax and Certified Service Provider Program service subscriptions during the Subscription Term, Avalara will assist Customer in setting up its Account.

- v. **Training.** Avalara will provide monthly webinars with question-and-answer sessions. Avalara will also provide annual training for Customer's new Authorized Users.

4. **Assisted Support.**

- a. **Support.** Customer support is available by phone during U.S. business hours, 5 a.m. to 5 p.m. Pacific Time, Monday through Friday. Customer may open a support case from Customer's Account. Avalara will respond to requests for support within eight business hours.
 - b. **Implementation of Additional Products.** If Customer purchases additional AvaTax, Returns or Streamlined Sales Tax and Certified Service Provider Program service subscriptions during the Subscription Term, Avalara will assist Customer in setting up its Account. Customer may incur additional fees for certain implementation services; Avalara will advise Customer in such instances, and only provide those services if Customer agrees in writing in advance.
 - c. **Training.** Avalara will provide bi-weekly webinars with question-and-answer sessions.
5. **Trial Period for Managed Support and Assisted Support.** During the Initial Subscription Term only, Customer may immediately terminate Customer's subscription to Managed Support or Assisted Support by submitting a notice to Avalara in accordance with the instructions provided in the Documentation within 60 days of the Effective Date. If Customer exercises Customer's termination rights under this Section 5 (*Trial Period for Managed Support and Assisted Support*), then Avalara shall refund Customer the fees Customer paid to Avalara for those Services.
6. **Additional Services.** If Avalara identifies additional services Customer may need to become compliant, such as back filing, tax registrations, and voluntary disclosure agreements, Customer may purchase those services separately.
7. **Intellectual Property Rights.** Unless expressly stated otherwise in an Order Document, Avalara will retain all right, title, and interest in and to the Services Results. To the extent that the ownership of the Services Results does not automatically vest in Avalara, Customer hereby assigns and will assign to Avalara the Services Results and all right, title, and interest therein and thereto that Customer may have now or in the future. Upon full payment of all fees and expenses owing to Avalara under the applicable Services Schedule, Avalara hereby grants to Customer a non-exclusive, worldwide, non-transferable, non-sublicensable, royalty-free license to access and use the Services Results provided to Customer for the purposes specified in the Services Schedule.
8. **Limitation of Liability.** In no event shall a Party's aggregate liability exceed the fees paid or payable by Customer to Avalara for the Support Services in the 12-month period immediately preceding the event giving rise to the claim. The previous sentence does not apply to instances of gross negligence or willful misconduct, to a Party's indemnification obligations set forth in Section 10 of the Terms (*Indemnification*), to Customer's obligations to pay fees and Expenses when due and payable, to noncompliance with the Acceptable Use Policy by Customer, Customer Affiliates or its or their Authorized Users or Representatives, or to any infringement or misappropriation by a Party of any Intellectual Property rights of the other Party.