

Last updated May 1, 2023.

These Extractor Product-Specific Supplemental Terms ("**Extractor Terms**") govern Customer's use of Extractors (defined below). These Extractor 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 Extractor Terms and not defined shall have the meaning given in the Terms.

RECITALS

1. At Customer's request, Avalara performs tax compliance Services for Customer and utilizes Extractors to automate the import of transaction data required to perform such Services. "**Extractor**" means the interface used by Customer to automate the transmission of Customer Data from a Third-Party Application to the Service.
2. In order to offer the Extractors, certain e-commerce marketplaces ("**Marketplaces**") require Avalara to accept developer terms ("**Developer Terms**") that may (i) contain provisions that conflict with the Terms, and (ii) require Avalara to include certain provisions in its Terms. For example, a Marketplace (i) may claim it owns the transaction data imported at Customer's behest via the Extractor (e.g. transaction data such as price, ship to/ship from, and date of sale) ("**Transaction Data**"), and (ii) can request deletion of Transaction Data while Avalara's Terms provide that only Customer can make such a request. As a result, Avalara requires Customer to accept these additional Extractor Terms to the extent Customer uses an Extractor.

EXTRACTOR TERMS

1. **Amazon Marketplace.** If Customer uses an Extractor to export Transaction Data from Amazon to Avalara's Service, the following provisions apply: (i) to perform the Services, Avalara may elect, in its sole discretion, to not import street addresses via the Extractor and import zip codes only or to anonymize street addresses at any time after importation; and (ii) if this occurs, Customer acknowledges and agrees that this reduces the accuracy of the Services, and if Avalara makes either or both of these elections, any warranties and guarantees set forth in the Terms do not apply to Customer's use of the Services.
2. **Shopify Marketplace.** If Customer uses an Extractor to export Transaction Data from Shopify to Avalara's Service, the following provisions apply: (i) Avalara is solely responsible for the Shopify Extractor; (ii) Shopify is not liable for any fault in the Extractor or any harm that may result from its installation or use; (iii) except where expressly stated by Shopify, Shopify cannot provide assistance with the installation or use of the Extractor; and (iv) Customer should contact Avalara regarding issues which may arise from Customer's access to or use of the Extractor, including (1) the development, use, marketing, or distribution of or access to the Extractor, including support for the Extractor; or (2) Avalara's access, use, distribution, or storage of Customer Data in Avalara's systems.
3. **Zoho Marketplace.** If Customer uses an Extractor to export Transaction Data from Zoho to Avalara's Service, the following provisions apply: (i) Avalara is solely responsible for the Zoho Extractor; (ii) Zoho is not a party to this Agreement; and (iii) Zoho is not responsible for the privacy, security, or integrity of Transaction Data.
4. **Access to Marketplace Extractors and Transaction Data.** Customer acknowledges and agrees that (i) a Marketplace can unilaterally suspend, deprecate, or terminate an Extractor without notice and without cause, and Customer's use of the Extractor may be immediately suspended, deprecated, or terminated as a result; and (ii) Customer's access to Transaction Data may be limited due to (x) such suspension, deprecation, or termination or (y) data storage requirements imposed by a Marketplace. In each case, Avalara may be unable to provide Services to Customer and Avalara has no liability to Customer as a result. If Avalara cannot obtain data through the Extractor, it is Customer's responsibility to deliver to Avalara the data required to provide the Services in the format specified by Avalara (for example, via .csv file).
5. **Ownership and Deletion of Transaction Data.** Customer acknowledges and agrees that the

Developer Terms may provide that a Marketplace (i) owns the Transaction Data; (ii) can mandate deletion of Transaction Data, and (iii) can control use, access to, disclosure, and retention of Transaction Data. If Avalara receives a request from a Marketplace to delete Transaction Data, Avalara may, in its sole discretion, promptly contact Customer and direct them to the Marketplace. Notwithstanding the foregoing, if Avalara permanently destroys or overwrites Transaction Data, Customer releases Avalara from any claims or liability relating to that Transaction Data, including, without limitation, any accuracy or timeliness guarantee, warranty, or indemnification.

6. **Indemnification.** Customer shall indemnify and defend Avalara and its Affiliates and their respective directors, officers, and employees against Losses incurred as a result of any claim or action brought against Avalara by a Marketplace or any other third party arising out of Customer's use of the Extractor or any unauthorized access, use, failure to delete, or disclosure of any Transaction Data.
7. **Modification.** Notwithstanding anything to the contrary in the Terms, Avalara may modify these Extractor Terms without providing a Modification Notice to Customer if modifications are required to address modifications to Developer Terms made by Marketplaces.