

Last updated May 1, 2023.

These Avalara License Management for Accountants Product-Specific Supplemental Terms (these “**ALMA Terms**”) govern Customer’s purchase and use of Avalara License Management for Accountants. These ALMA 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 ALMA Terms and not defined have the meanings given in the Terms.

1. **Definitions.**

- a. “**Avalara License Management for Accountants**” or “**ALMA Service**” means Avalara’s Service that enables Customer to create and manage a database of business licenses.
- b. “**Client**” means a client of Customer.
- c. “**Client Data**” means any information uploaded to the ALMA Service by Customer or Customer’s Authorized Users relating to Customer’s Clients, including any Client data needed to manage a license. Customer Data includes Client Data.
- d. “**Licenses**” means federal, state, county, or municipal business licenses, permits, tax registrations, professional licenses, or other licenses that Customer tracks in its Avalara License Management Account.

2. **Use of the Services.** Customer is authorized to use the ALMA Service solely for Customer’s internal business operations, which include the management of Licenses for its Clients. Avalara’s fees for the Services are Avalara’s Confidential Information. Avalara grants Customer a limited, nonexclusive, nontransferable, nonassignable, sublicensable (for (i) below only, to the applicable Client only), worldwide license to use and retain the Content that is returned by the Services to Customer solely (i) for its internal business purpose in connection with the specific License for which it was provided and (ii) to assist the applicable Client with its compliance inquires.

3. **Customer Obligations.**

- a. **Client Accounts.** Customer is solely responsible for (i) the accuracy and completeness of Customer’s Clients’ initial and ongoing configuration and set-up in the ALMA Service, including identification of applicable Licenses, setting up Client License filing calendars and Client entities, and any other information Customer needs to use the ALMA Service to manage Licenses for a Client, (ii) the accuracy, quality, legality, completeness, and integrity of the Client Data and the means by which Customer acquired Client Data; (iii) the preparation, content, accuracy, and review of Licenses that Customer manages using the ALMA Service, and (iv) the timeliness of filing Client Licenses. Any information regarding regulatory requirements for filing Licenses in the ALMA Service is for informational purposes only. Customer is solely responsible for obtaining and documenting permission from its Clients to access its Clients’ Avalara accounts, if applicable. Customer may configure the ALMA Service to enable its Clients to access Customer’s Account. Customer is responsible for the acts and omissions of Clients relating to the use of the ALMA Service as though they were those of Customer.
- b. **Client Data.** Customer represents and warrants that it has the right to upload Client Data to the Avalara Service for Avalara’s use as permitted by the Agreement, and Customer shall not submit any Client Data to the ALMA Service that Customer does not have the legal right to submit to Avalara or to authorize Avalara to submit to third parties. Customer shall not violate any fiduciary duty Customer has to Clients. Avalara may remove any Client Data from the Services it believes to be in violation of this Agreement or Applicable Law.
- c. **Compliance with Applicable Law.** Customer shall comply with all Applicable Laws, including the rules, regulations, and procedures of any local, state, federal, or foreign

government applicable to Customer and the services Customer provides to Clients, including rules and regulations promulgated by any licensing authority.

- d. **Customer Support.** Customer shall purchase the applicable support entitlement.
4. **ALMA Onboarding Services.** Customer shall purchase the applicable (“**ALMA Onboarding Services**”). ALMA Onboarding Services are governed by the Avalara Professional Services Terms and Conditions located at <https://www.avalara.com/ps-terms>.
5. **Additional Indemnification.** In addition to Customer’s indemnification obligations set forth in the Terms, Customer shall indemnify and defend Avalara, its Affiliates, and their respective employees, officers, directors, agents, and shareholders against Losses incurred as a result of a third-party claim or action arising from or related to a Client’s use of the ALMA Service or Customer’s services. Avalara’s indemnification obligations set forth in Section 10(a) (*Indemnification by Avalara*) of the Terms do not apply to claims by Clients.
6. **Fees.** Customer agrees to pay fees for the ALMA Service based on Customer’s subscription plan and usage of the ALMA Service.
 - a. **License Usage.** Fees for usage are based on the number of Licenses entered into, processed, maintained, or otherwise managed by Customer in the Services at any given time during the Subscription Term.
 - b. **Upgrades and Overages.**
 - i. Subscriptions for the ALMA Service are not subject to automatic upgrades under Section 7(b) (*Automatic Upgrades and Overages*) of the Terms.
 - ii. If during the current Subscription Term, Customer exceeds the usage tier for the ALMA Service, Avalara may, with 30 days’ notice prior to the next Renewal Subscription Term, (i) upgrade Customer’s subscription tier to the highest tier based on Customer’s usage in the Subscription Term and invoice Customer for the then-current fees at renewal and (ii) charge and invoice Customer for per-License overage fees for the current Subscription Term. Account usage is subject to then-current overage fees for every License over Customer’s purchased tier.
7. **No Third-Party Beneficiaries.** This Agreement does not and is not intended to confer any rights or remedies to Clients.