

Last updated May 1, 2023

These Avalara Point-of-Sale Product-Specific Supplemental Terms ("*POS Terms*") govern Customer's use of Avalara's sales and use tax calculation Service for point-of-sale devices (the "*POS Service*"). These POS Terms are in addition to, and incorporate by reference, the Avalara Terms and Conditions available at <https://www.avalara.com/terms> (the "*Terms*"). Any capitalized terms used in these POS Terms and not defined have the meanings given in the Terms.

1. **License.** Avalara grants and Customer accepts a limited, nonexclusive, nontransferable, nonassignable, worldwide license to use and retain the Content that is returned by the Services to Customer solely for its internal compliance purposes in connection with the goods and services it sells.
2. **Pricing.** The pricing for the POS Service is determined on a per-Location basis and not on the standard per-Transaction basis (as defined in the [AvaTax Product-Specific Supplemental Terms](#), "*Transaction*"). "*Location*" means the physical address where Customer has one or more point-of-sale devices (each a "*Device*") installed and configured to use the POS Service. For each Subscription Term and for each Location, Customer's subscription includes 100,000 Transactions made using the POS Service (the "*Transaction Cap*").
3. **POS Service Transactions.** Tax calculations are eligible for the POS Service pricing and usage if (i) the applicable sale was made using a Device and (ii) the "ship from" address and the "ship to" address are identical. If Customer (1) submits Transactions that were not made using a Device, (2) uses a Device for Transactions in which the "ship from" address and the "ship to" address are not identical, or (3) does not properly configure the Locations in the AvaTax system, such Transactions will be included in Customer's AvaTax subscription and will be counted and billed as described in the AvaTax Supplemental Terms.
4. **Estimated Locations.** At the beginning of the Initial Subscription Term for the POS Service, Customer shall estimate the number of Locations needed during that Subscription Term (the "*Estimated Locations*"), sign an Order Document documenting the subscription tier for Locations that correlates to the number of Estimated Locations, and pay the applicable fee for that subscription tier. For each subsequent Subscription Term, the number of Estimated Locations will be determined according to the terms of Section 4 below, unless otherwise agreed to by the Parties. Customer is not entitled to any refund of fees paid or relief from fees due if the volume of Locations actually used is less than the volume of Locations ordered, and Customer may not carry over any unused Locations or Transactions to Customer's next Subscription Term.
5. **Additional Locations and Transactions.** The Transaction Cap will be measured as an average across all Locations (e.g., a Customer with 10 Locations would have up to one million transactions to use during its Subscription Term). Customer will make an "*Additional Usage Payment*" if, at the end of a Subscription Term, Customer has exceeded either of the following: (a) the number of Estimated Locations or (b) the applicable Transaction Cap. The Additional Usage Payment will be calculated as $X * (Y - Z)$, where X is the per-Location fee; Y is the greater of (i) the maximum number of Locations used during the Subscription Term, (ii) the total number of Devices used at all Locations during the Subscription Term/ 5, or (iii) the total number of Transactions used at all Locations during the Subscription Term/ 100,000; and Z is the number of Estimated Locations. The Additional Usage Payment will be due within 30 days of the end of the applicable Subscription Term. If the Customer is required to make an Additional Usage Payment for a Subscription Term, the total number of Locations calculated to determine the Additional Usage Payment will be used as the number of Estimated Locations for the subsequent Subscription Term.
6. **No Accuracy Guarantee.** The Accuracy Guarantee described in the AvaTax Product-Specific Supplemental Terms does not apply to the POS Service.
7. **Deviations from the Terms.**
 - a. **No Automatic Upgrade.** Customer's POS subscription will not be automatically

upgraded to the next highest subscription tier.

- b. **Uptime Statistics.** Avalara's obligations relating to uptime statistics and status updates and availability of "software as a service" Services, contained in the section of the Terms entitled The Services/Avalara's Responsibilities, do not apply to POS Services.