

Last updated April 1, 2022

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

1. **Suite of Services.** Avalara for Small Business is a suite of four Avalara Services: AvaTax, Returns for Small Business, Avalara License Guidance, and Exemption Certificate Management Essentials. Each of these component Services may have additional supplemental terms that apply (see Section 15 (*Supplemental Terms*) of the Terms for more information). Customer’s purchase level and available usage for each component Service is set forth in Customer’s Order Document, which includes websites or user interfaces used to purchase Avalara’s services.
2. **Limitations.** For clarification, as stated in Section 2 (a) of the Terms, ASB is available for Customer’s internal business operations only. Customer shall not use ASB to provide services to third parties. For instance, tax preparers may not use ASB to prepare tax returns for their clients.
3. **Termination.** Customer may terminate ASB immediately upon notice to Avalara. No further fees will be charged to Customer. Any unused prepaid fees will not be refunded. Avalara may terminate Customer’s subscription to ASB upon 30 days’ prior written notice.
4. **Automatic Upgrades and Overages.** Customer’s purchase of Avalara for Small Business may be subject to both upgrade and overage fees, depending on how Customer uses the Services.
 - a. **Automatic Upgrades.** If Customer upgrades ASB, then the Subscription Term immediately terminates and a new Subscription Term begins at the upgraded level at the then-current rate for that tier. Upon upgrade, Avalara will charge Customer’s payment information on file for the first month of the new Subscription Term (any unused prepaid fees will not apply to the upgrade). Customer’s subscription will automatically upgrade to the next tier if Customer’s use of AvaTax exceeds the subscription tier unless Customer opts out of automatic upgrades. Notwithstanding the foregoing, once Customer’s use of AvaTax reaches 5,000 Transactions, Customer’s ASB subscription will not be upgraded, and all further usage will be charged as overages.
 - b. **Overages.** Avalara will charge overage fees for Customer’s use of Returns for Small Business and Exemption Certificate Management Essentials if Customer’s usage exceeds Customer’s ASB tier, but Customer will not be upgraded to the next tier of ASB as a result of any such overages.