Last updated May 1, 2023.

These Avalara Property Tax Product-Specific Supplemental Terms (these "***APT Terms***") govern Customer's purchase and use of Avalara Property Tax. These APT Terms are in addition to and incorporate by reference the Avalara Service Terms and Conditions located at https://www.avalara.com/us/en/legal/terms.html (the "***Terms***"). Any capitalized terms used in these APT Terms and not defined have the meaning given in the Terms.

1. **Definitions**.

    a. "***Appeal"*** means a filing made with an Assessing Jurisdiction to contest the jurisdiction's valuation of a property.

    b. "***Assessing Jurisdiction***" means a taxing authority that assesses the value of Customer's property.

    c. "***Assessment***" means a notice sent by an Assessing Jurisdiction describing the jurisdiction's valuation of Customer property.

    d. "***Avalara Property Tax Assessments for Accountants***" means the Service where Avalara provides Customer with access to Avalara Technology and Content for use by accountants to process and manage Assessments and Appeals on behalf of Customer's Clients.

    e. "***Avalara Property Tax Assessments for Enterprise***" means the Service where Avalara provides Customer with access to Avalara Technology and Content to process and manage Assessments and Appeals.

    f. "***Avalara Property Tax Bills for Accountants***" means the Service where Avalara provides Customer with access to Avalara Technology and Content for use by accountants to process and manage Bills on behalf of Customer's Clients.

    g. "***Avalara Property Tax Bills for Enterprise***" means the Service where Avalara provides Customer with access to Avalara Technology and Content to process and manage Bills.

    h. "***Avalara Property Tax Document Research for Accountants"*** means the Service where Avalara assists in identifying and processing missing Documents for known Property Tax Accounts on behalf of Customer's Clients. This is an add-on product that requires Customer to have an active subscription to Avalara Property Tax Documents for Accountants.

    i. "***Avalara Property Tax Document Research for Enterprise***" means the Service where Avalara assists in identifying and processing missing Documents for Customer's known Property Tax Accounts. This is an add-on product that requires Customer to have an active subscription to Avalara Property Tax Documents for Enterprise.

    j. "***Avalara Property Tax Documents for Accountants***" means the Service where Avalara provides Customer with access to Avalara Technology for use by accountants to enable automated data entry of information presented in property tax Documents on behalf of Customer's Clients.

    k. "***Avalara Property Tax Documents for Enterprise***" means the Service where Avalara provides Customer with access to Avalara Technology to enable automated data entry of information presented in property tax Documents.

    l. "***Avalara Property Tax Returns for Accountants***" means the Service where Avalara provides Customer with access to Avalara Technology and Content for use by accountants to enable the preparation of personal property Returns on behalf of Customer's Clients.

m. "**_Avalara Property Tax Returns for Enterprise_**" means the Service where Avalara provides Customer with access to Avalara Technology and Content to enable the preparation of personal property Returns.

n. "**_Avalara Property Tax Returns Pro_**" means the Service where Avalara provides Customer with access to Avalara Technology and Content to enable the preparation of personal property Returns for filing in certain states.

o. "**_Bill_**" means a document sent by a Collecting Jurisdiction detailing the property taxes owed by Customer.

p. "**_Client_**" means entities or individuals for whom the Customer provides accounting and/or consulting services.

q. "**_Collecting Jurisdiction_**" means a taxing authority to whom Customer remits property tax payments.

r. "**_Document_**" means a document that may be uploaded into APT Documents, including but not limited to Assessments and Bills.

s. "**_Property Tax Documentation_**" means Avalara's user guides, training manuals, instructions, usage information, and other similar documentation, as updated or revised by Avalara from time to time, that Avalara provides to Customer (i) within the Service, (ii) at https://knowledge.avalara.com (or a successor site that Avalara may designate from time to time), or (iii) https://support.crowdreason.com/.

t. "**_Return_**" means a document listing the asset costs and depreciated values of Customer's property, for submission to an Assessing Jurisdiction.

2. **Customer Obligations; License**.

   a. **Tax Data**. Customer is solely responsible for the accuracy and completeness of all data relating to Customer's properties, assets, allocations, and legal entities as well as all data relating to the relevant Assessing Jurisdictions and Collecting Jurisdictions to which Customer is obligated to file a Return or pay a Bill (collectively, the "**_Tax Data_**"). Avalara does not audit, validate, or verify Tax Data.

   b. **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, including rules and regulations promulgated by any Assessing Jurisdiction or Collecting Jurisdiction.

   c. **Remittance**. Customer is solely responsible for timely filing a Return or Appeal, and timely remitting the payment of any taxes or fees associated with an Assessment or Bill.

   d. **Correspondence**. Customer is solely responsible for receiving and managing any correspondence from any Assessing Jurisdiction or Collecting Jurisdiction.

   e. **Document Research**. Customers who have purchased Avalara Property Tax Document Research for Enterprise or Avalara Property Tax Document Research for Accountants must provide to Avalara a description of all missing Documents, either by designating the Document as missing in the platform or via other means as specified by Avalara.

   f. **License**. For all Services under these APT Terms except Avalara Property Tax for Accountants, Avalara grants Customer 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 specific Appeal, Assessment, Bill, Document, or Return for which it was provided.

3. **Fees**.

a. **Annual Billing**. The per-Return, per-Assessment, per-Bill, or per-Document fee specified in Customer's subscription plan is based on Customer's estimated annual usage.

    i. **End of Subscription Term Billing**. If Customer is billed on an annual basis and exceeds an applicable usage tier included in their Avalara Property Tax subscription, Customer will typically be invoiced for the actual usage at the end of the Subscription Term. Avalara reserves the right to charge Customers for overages incurred during an applicable billing period.

b. **Document Calculations**. Fees for usage of Avalara Property Tax Documents for Enterprise or Avalara Property Tax Documents for Accountants (collectively, "*APT Documents*") are based on the number of Property Tax Accounts associated with the Documents uploaded to the Service by Customer. "*Property Tax Account*" means the unique identifier associated with a Customer on file with an Assessing Jurisdiction or Collecting Jurisdiction. Because a single Document may be associated with multiple Property Tax Accounts, Customers will be assigned to an applicable usage tier based on the number of Property Tax Accounts extracted from the Documents they upload to APT Documents.

4. **Customer Support Plans**. Avalara will provide technical support in accordance with Customer's purchased support plan, as described in the Property Tax Documentation. Technical assistance shall generally be provided by email and telephone 9am to 5pm Central time, Monday through Friday, excluding U.S. national and Avalara holidays.

a. **Support Users**. Customer will be responsible for designating the individual users eligible to submit technical assistance support tickets ("*Support Users*"). The number of Support Users provisioned will be dependent on the customer support tier included on Customer's Order Document. Customer may not designate a Client as a Support User.

b. **Training**. Avalara will provide Customer access to live and pre-recorded webinars for training purposes in accordance with the Customer's purchased support plan.

c. **Support Issue Tracking**. For tracking purposes, Customer must send all support issues to the email address specified by Avalara.

5. **Avalara Property Tax for Accountants**. This Section 5 applies to Customers who have purchased the Avalara Property Tax Assessments for Accountants, Avalara Property Tax Bills for Accountants, Avalara Property Tax Documents for Accountants, and/or Avalara Property Tax Returns for Accountants (individually or collectively, ("*Avalara Property Tax for Accountants*"))..

a. **Use of the Services**. Customer is authorized to use Avalara Property Tax for Accountants solely for Customer's internal business operations, including the provision of tax advisory and tax preparation services for its Clients. Avalara's fees for Avalara Property Tax for Accountants 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 purposes in connection with the specific Appeal, Assessment, Bill, Document, or Return for which it was provided and (ii) to assist the applicable Client with its compliance inquiries.

b. **Customer Obligations**.

    i. **Client Data**. Customer is solely responsible for the accuracy and completeness of the information uploaded to Avalara Property Tax for Accountants relating to Customer's Clients ("*Client Data*"). Customer Data includes 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 that Customer does not have the legal right to submit to Avalara. 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.

ii. **Account Access**. Customer shall solely manage the Account, shall not permit Client access to the Avalara user portal using the Account credentials, and shall not disclose the Account access credentials to any Client.

iii. **Client Support**. Avalara is not responsible for providing support to Clients. Customer is responsible for providing all support to Clients, including support for all substantive tax issues.

iv. This Agreement does not and is not intended to confer any rights or remedies to Clients.

6. **Avalara Property Tax Returns Pro**. This Section 6 applies to Customer who have purchased Avalara Property Tax Returns Pro.

a. **Activation Fee**. Customer shall pay a one-time activation fee based on the usage tier specified in Customer's Order Document.

7. **Deviations from the Terms**.

a. **Uptime Statistics**. Avalara may elect not to provide uptime statistics.

b. **Planned Downtime**. Avalara will give users at least 24 hours written notice via a banner or notification in the platform of scheduled system maintenance or updates. Maintenance windows are typically less than one hour and performed outside of regular operating business hours to mitigate impact to Customer.

c. **Automatic Upgrades and Overages**. If Customer exceeds an applicable usage tier included in its Avalara Property Tax subscription, Customer can choose to pay: (1) an overage fee; or (2) an upgrade fee to the next applicable usage tier or to a higher volume within the same usage tier. Notwithstanding anything to the contrary in the Terms, the default choice is the overage fee.