

Last updated May 1, 2023.

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

1. **Definitions.**

- a. “**Avalara Returns for Accountants**” or “**ARA**” means Avalara’s Service that enables Customer to prepare sales and use tax returns.
- b. “**Client**” means a client of Customer.
- c. “**Client Data**” means any information uploaded to ARA by Customer or Customer’s Authorized Users relating to Customer’s Clients, including any Client data needed to properly complete a tax return. Customer Data includes Client Data.
- d. “**Filing Jurisdiction**” means a taxing jurisdiction for which Customer will prepare a Client Return using ARA.
- e. “**Return**” means a sales and use tax return that Customer prepares, approves, and generates for filing using ARA. A Return is “generated” when a Return is available for electronic filing, PDF creation, download, or printing. A Return may be revised without incurring additional charges within the Return’s current filing period. Amending a Return after the original Return has been filed is an additional Return.

2. **Use of the Services.** Customer is authorized to use ARA solely for Customer’s internal business operations, which include the preparation and filing of Returns for its Clients. Customer must be in the business of providing accounting or tax advisory services as part of its standard offerings in addition to providing tax preparation services to 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 purposes in connection with the specific Return for which it was provided and (ii) to assist the applicable Client with its compliance inquiries.

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 ARA, including identification of applicable Filing Jurisdictions, setting up Client filing calendars and Client entities, and any other information Customer needs to use ARA to prepare and file Returns 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 (including calculation accuracy), and review of Returns that Customer prepares using ARA, and (iv) the timeliness of filing Client Returns. Any information regarding Filing Jurisdiction deadlines in ARA 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.
- b. **Client Data.** Customer will deliver Client Data to ARA in the form that Avalara specifies from time to time. 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 ARA 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 Filing Jurisdiction.
 - d. **Electronic Filing.** Customer shall comply with each Filing Jurisdiction's electronic filing and direct deposit and debit rules, regulations, and deadlines. Customer represents and warrants that any electronic filing credentials it uses are registered to Customer or Customer's Clients, and that Customer has the legal right to share those credentials with Avalara. Customer represents and warrants that for each Client Return Customer submits through ARA for electronic filing, Customer has the Client's authorization to file that Return. Customer is solely responsible for the timely filing of Client Returns, including in the event of planned or unplanned downtime of ARA or Customer's misuse of or inability to use ARA. Avalara does not guarantee that Filing Jurisdictions will accept the Returns that Customer files. Customer shall review electronic filing and remittance status after submission to confirm a Return was accepted. For Filing Jurisdictions that do not accept electronic filings, Customer shall file Returns through another method.
 - e. **Remittance.** Customer and Clients are solely responsible for timely funding and remitting the payment of any taxes or fees associated with Returns or filing them.
 - f. **Notices.** Customer and Clients are solely responsible for receiving and managing any notices from a Filing Jurisdiction.
 - g. **Customer Support.** Customer shall purchase the applicable support entitlement.
4. **Implementation Services.** Customer shall purchase the applicable implementation services ("**Implementation Services**"). Implementation 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 Customer's offerings or ARA. Avalara's indemnification obligations set forth in Section 10(a) (*Indemnification by Avalara*) of the Terms do not apply to claims by Clients.
6. **Avalara Data Storage - Returns.**
 - a. **Included Storage.** ARA includes access to stored transaction data for the current and previous four calendar years.
 - b. **Extended Storage.** Avalara will charge a fee to access older transaction data. Fees for access to older transaction data are based on the number of "**Stored Documents**" recorded prior to the previous four calendar years. Avalara will charge a number of Stored Documents equal to the greater of (i) the number of Documents (defined in the [AvaTax Product-Specific Supplemental Terms](#)) recorded; or (ii) the total number of invoice lines in the Documents recorded divided by 35. Avalara sells Stored Documents in 25,000 increments (each increment, a "**Stored Unit**").
7. **Fees.** Customer agrees to pay fees for ARA based on Customer's subscription plan and usage of ARA.
 - a. **Per-Return Fees.** The per-Return fee specified in Customer's subscription plan is based on Customer's estimated annual usage.
 - b. **No Automatic Upgrade.** Customer's ARA subscription will not be automatically upgraded to the next highest subscription tier.

8. **ARA Trial Period.** During the Initial Subscription Term only, Customer may immediately terminate Customer's subscription to ARA by submitting a notice to Avalara in accordance with the instructions provided in the Documentation within 60 days of the Effective Date. If Customer exercises Customer's termination rights under this Section 8 (**ARA Trial Period**), then Avalara shall refund Customer the fees Customer paid to Avalara for ARA.
9. **No Third-Party Beneficiaries.** This Agreement does not and is not intended to confer any rights or remedies to Clients.