

Last updated May 1, 2023.

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

1. **Definitions.**

- a. “**Return**” means a tax return or other filing prepared with the assistance of Avalara Returns for Small Business.
- b. “**Returns Settings**” means the settings in Avalara RSB that reflect Customer’s filing jurisdictions, filing frequency, and other Return-related settings.
- c. “**Transaction**” means a record that Customer inputs directly or imports into Avalara RSB to generate a Return. Transactions include, for example, sales invoices, purchase invoices, inventory transfer invoices, return invoices, and committed ecommerce shopping carts.
- d. “**Tax Professional**” means a tax preparer Customer who is authorized by a client to prepare returns on its client’s behalf for a fee.

2. **Customer Obligations.** Customer shall: (i) carefully review the Returns Settings and ensure the Returns Settings are up to date and accurate at all times; (ii) ensure the accuracy and completeness of all Transactions, Returns Settings, Customer Data, and of all Returns prior to filing (collectively, “**Tax Data**”); and (iii) if Avalara files Returns for Customer, provide accurate and current tax registration numbers and log-in information for each entity in each filing jurisdiction to ensure Avalara can at all times identify and access Customer’s account in that filing jurisdiction (“**Account Information**”). Customer shall not import more than 250,000 Transactions into Avalara RSB per Subscription Term. Avalara will not review or audit the accuracy or completeness of Tax Data. Avalara is not responsible for any charges, interest, or penalties incurred as a result of incorrect Account configuration, Tax Data, or Account Information. It is solely Customer’s obligation to ensure that the Service is properly configured at all times for Customer’s specific circumstances. Customer is solely responsible for paying any taxes owed to the applicable filing jurisdiction.

3. **Tax Professionals.** Tax Professionals may use Avalara RSB to prepare and file Returns for their clients as part of the Tax Professional’s internal business operations.

4. **License.** 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.

5. **Avalara Data Storage - Returns.**

- a. **Included Storage.** Avalara Returns for Small Business 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 increments of 25,000 (each increment, a “**Storage Unit**”).

6. **Fees.** Customer shall pay all fees specified in the Order Document. Fees for use of Avalara RSB consist of two elements: the monthly subscription charge (“**Subscription Charge**”) and fees for filing Returns (“**Filing Fees**”). Customer may file Returns through Avalara RSB and Avalara will charge Customer the Filing Fee for each Return. Avalara shall charge Customer’s payment method on file for the Returns filed through Avalara RSB in each month as incurred. Filing Fees are provided on the Order Document or renewal notice.
7. **Termination.** Notwithstanding anything to the contrary in the Terms, either Party may notify the other Party of nonrenewal by providing 30 days’ advance written notice.