

Last updated July 1, 2022

These Supplemental Terms for Avalara e-Invoicing, Avalara Live Reporting Avalara EDI Business Process, Avalara EDI Business Partner Connection and Avalara EDI Business Partner Routing ("**ILR Terms**") govern Customer's purchase and use of ILR Solutions and Additional Services. These ILR Terms are in addition to and incorporate by reference the Avalara Service Terms and Conditions available at www.avalara.com/terms (the "**Terms**"). Any capitalized terms used and not defined in these ILR Terms have the meanings given in the Terms. For the ILR Solution, any references in the Agreement to "Avalara, Inc." or "Avalara" will be deemed to be to "Avalara Europe Ltd.", an Affiliate of Avalara, Inc.

1. Definitions.

- a. "**Additional Services**" means those services ancillary to the ILR Solution, including, without limitation, Digital Archiving Services, that may be subject to additional fees.
- b. "**Avalara EDI Business Partner Connection**" means the transmission of Customer Data to the Customer's business partners in its original format.
- c. "**Avalara EDI Business Partner Routing**" means the conversion of Customer Data by Avalara into the format determined by the Customer's business partners and the transmission of such converted Customer Data to the Customer's business partners.
- d. "**Avalara EDI Business Process**" means the receipt of Customer Data from the Customer's ERP system into Avalara's systems.
- e. "**Avalara e-Invoicing**" means the service for electronic management of invoices in different formats and as required by the Filing Jurisdiction.
- f. "**Avalara Live Reporting**" means the service for periodically reporting sales transactions (e.g., invoices) or accounting information (e.g., ledgers) in an electronic format as required by the Filing Jurisdiction.
- g. "**Business Connection**" means, in association with the performance of Electronic Data Interchange services, any technical facility implemented by Avalara for the exchange of electronic documents between Avalara and the Customer or Avalara and the Customer's business partner.
- h. "**Customer Infrastructure**" means the Customer's computing environment (consisting of hardware, software, and telecommunications networks) that Customer uses in connection with its use of the ILR Solution.
- i. "**Digital Archiving Services**" means the service for storing invoices and other documentation within a secure environment.
- j. "**Electronic Data Interchange Services**" include Avalara EDI Business Process, Avalara EDI Business Partner Connection, and Avalara EDI Business Partner Routing.
- k. "**Filing Jurisdiction**" means a taxing jurisdiction supported by Avalara for which Customer requests Avalara to provide the ILR Solution.
- l. "**ILR Solution**" means Avalara e-Invoicing, Avalara Live Reporting and/or Electronic Data Interchange Services collectively; these services may be purchased together or separately.

2. The Services.

- a. **Customer's Account Setup.** Customer shall promptly provide Avalara with all requested information, including Customer Data, that is reasonably necessary to begin providing the ILR Solution and the Additional Services. Customer shall provide such information through the method designated by Avalara.

- b. **Customer Obligations.** Customer shall provide Avalara with the necessary assistance, materials, and resources that Avalara may reasonably require from time to time in connection with the performance of the ILR Solution and Additional Services, including access to Customer Data and Customer Infrastructure. Customer shall maintain complete, up-to-date, reproducible, and accurate backup copies of all data, programs, and electronic records held by Customer necessary for Avalara's provision of ILR Solution.
- c. **Avalara Obligations.** Avalara, in connection with the ILR Solution, shall: (i) process and deliver the relevant documents to the Filing Jurisdiction; and (ii) assist the Customer in complying with local requirements in the Filing Jurisdictions as Avalara determines to be appropriate.

3. Digital Archiving Services.

- a. **Provision of Digital Archiving Services.** Avalara shall, in connection with the provision of Avalara E-Invoicing and Avalara Live Reporting services and in the countries listed in Appendix A, provide Digital Archiving Services. If Avalara provides Digital Archiving Services in additional countries, applicable fees will be set out in the applicable Sales Order. Nothing in these terms requires Avalara to provide Digital Archiving Services in any country other than those listed in Appendix A
- b. **Customer Obligations.** Customer shall timely provide the information and execute any documentation required by regulatory bodies or local vendors engaged by Avalara (collectively "**Documentary Requirements**"). Avalara may refuse to provide Digital Archiving Services if Customer fails to satisfy such Documentary Requirements in a timely manner.
- c. **Suitability of Archiving Services.** Customer is solely responsible for determining whether Digital Archiving Services meet its applicable regulatory obligations in the relevant Filing Jurisdiction.

4. Fees.

Customer shall pay all fees and expenses for the ILR Solution as specified in each Order Document or Invoices or as otherwise described herein by Avalara.

- a. **E-Invoicing.** Fees for Avalara e-Invoicing and Avalara Live Reporting are each based on the number of invoices processed by Avalara.
- b. **Electronic Data Interchange.** Fees for Electronic Data Interchange Services are based on the number of Business Connections implemented by Avalara. For the avoidance of doubt, facilities for the exchange of documents of different types or between different parties are each a separate Business Connection.

Fees for Additional Services may require advance payment in full before Avalara begins performance.

- 5. **Governing Law; Jurisdiction and Venue.** The ILR Terms and all matters in connection with the ILR Terms are governed by the laws of England and Wales. Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these ILR Terms or their subject matter or formation.
- 6. **Third Party Rights.** The ILR Terms do not confer any rights on any other person or party (other than the Parties to the ILR Terms, and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

7. Deviations from the Terms.

- a. **Trials.** The sections of the Terms entitled *Trial Period* and *Automatic Upgrades and Overages* and any provisions relating to Services delivered as "software as a service"

(such as provisions relating to uptime statistics, status updates, and downtime) do not apply to Avalara e-Invoicing or Avalara Live Reporting or to Additional Services offered pursuant to these ILR Terms.

- b. **No Automatic Upgrade.** Customer's Avalara e-Invoicing and Avalara Live Reporting subscription will not be automatically upgraded to the next highest subscription tier.

APPENDIX A

Digital Archiving Service Countries

Brazil

India

Italy

Turkey