

These Avalara License Management Service-Specific Supplemental Terms (“**License Management Terms**”) govern Customer’s purchase and use of Avalara License Management. These License Management Terms are in addition to, and incorporate by reference, the Avalara Service Terms and Conditions available at [www.avalara.com/terms](http://www.avalara.com/terms) (the “Terms”). Any capitalized terms used in these License Management Terms and not defined have the meanings given in the Terms.

1. **Definitions.**

- a. “**Licenses**” means federal, state, county, or municipal business licenses, permits, tax registrations, professional licenses, or other licenses that Customer tracks in its Avalara License Management Account.

2. **Services.**

- a. **Account Setup.** After Avalara’s receipt of complete information and full payment of fees, Avalara shall provide Customer with access to an Account.
- b. **License.** 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 License for which it was provided.

3. **Fees.**

- a. **License Usage.** Fees for usage are based on the number of Licenses entered into, processed, maintained, or otherwise managed by Customer in the Account at any given time during the Subscription Term.
- b. **Authorized Users.** Purchase of Avalara License Management includes five Authorized Users. Customer may purchase additional Authorized Users in increments of five during a Subscription Term at Avalara’s then-current pricing.
- c. **Avalara License Management Professional Services.** Delivery of implementation services for any of the Services described in these License Management Terms (the “**Professional Services**”) is governed by the electronic SOW located at <https://www.avalara.com/ps-esow>.
- d. **Upgrades and Overages.**
  - i. Subscriptions for Avalara License Management are not subject to automatic upgrades under Section 7(b) (*Automatic Upgrades and Overages*) of the Terms.
  - ii. If during the current Subscription Term, Customer exceeds the usage tier for Avalara License Management, Avalara may, with 30 days’ notice prior to the next Renewal Subscription Term, (i) upgrade Customer’s subscription tier to the highest tier based on Customer’s usage in the Subscription Term and invoice Customer for the then-current fees at renewal and (ii) charge and invoice Customer for per-License overage fees for the current Subscription Term. Account usage is subject to then-current overage fees for every License over Customer’s purchased tier.