

These Tax Research Service-Specific Supplemental Terms ("**Tax Research Terms**") govern Customer's purchase and use of the Tax Research Services described below. These Tax Research Terms are in addition to, and incorporate by reference, the Avalara Terms and Conditions available at <https://www.avalara.com/terms> (the "**Terms**"). Any capitalized terms used in these Tax Research Terms and not defined have the meanings given in the Terms.

1. **Definitions.** Unless otherwise defined in the Agreement, capitalized terms have the following meaning:

- a. "**Tax Research Essentials**" means the Service where Avalara provides Customer with access to Avalara Technology and Content.
- b. "**Tax Research Essentials for Accountants**" means the Service where Avalara provides Customer with access to Avalara Technology and some Content for use by accountants. Use of this product is subject to the requirements in Section 8 of these Tax Research Terms.
- c. "**Tax Research Essentials for Insurance**" means the Service where Avalara provides Customer with access to Avalara Technology and some Content related to insurance.
- d. "**Tax Research Managed Services for Insurance**" means the Service where Avalara researches tailored content on behalf of Customer. This is an add-on product that requires a Customer to have an active subscription to Tax Research Standard for Insurance.
- e. "**Tax Research Premium**" means the Service where Avalara provides Customer with access to Avalara Technology, including the "Ask an Expert" feature and the "Tax Matrix" feature, and expanded Content.
- f. "**Tax Research Premium for Accountants**" means the Service where Avalara provides Customer with access to Avalara Technology, including the "Ask an Expert" feature and the "Tax Matrix" feature, and expanded Content for use by accountants. Use of this product is subject to the requirements in Section 8 of these Tax Research Terms.
- g. "**Tax Research Standard**" means the Service where Avalara provides Customer with access to Avalara Technology, including the "Ask an Expert" feature, and expanded Content.
- h. "**Tax Research Standard for Accountants**" means the Service where Avalara provides Customer with access to Avalara Technology, including the "Ask an Expert" feature, and expanded Content for use by accountants. Use of this product is subject to the requirements in Section 8 of these Tax Research Terms.
- i. "**Tax Research Standard for Insurance**" means the Service where Avalara provides Customer with access to Avalara Technology, including the "Ask an Expert" feature, and expanded Content related to insurance.

2. **The Services.**

- a. **Customer Data.** Notwithstanding anything in the Terms, no information uploaded, provided, or made accessible by Customer to Avalara, including through the "Ask an Expert" feature, will be considered Customer Data or Confidential Information (even if explicitly marked as confidential). Customer shall not upload Personal Information to the Service.
- b. **License.** Avalara grants a limited, nonexclusive, nontransferable, nonassignable, worldwide license to use, and retain insubstantial portions of, (as determined by Avalara in its sole discretion), the Content, that is returned by the Services to Customer solely for its internal compliance purposes in connection with the goods and services it sells.
- c. **Ask an Expert.** Certain Services provide access to Avalara's "Ask an Expert" feature. Customer may submit a reasonable number of questions each Subscription Term for response. Avalara may, in its sole discretion, either charge Customer for, or not provide responses to, questions submitted beyond this amount.

3. Proprietary Rights.

- a. **Customer's Intellectual Property.** If Customer submits a question to Avalara through the "Ask an Expert" feature, then that question, along with any accompanying attachments, data, or information is provided "as-is" and Customer grants Avalara a nonexclusive, perpetual, irrevocable, fully paid-up, royalty-free, worldwide license to, with rights to transfer, sublicense, sell, use, reproduce, display, and make derivative works of, such question, attachments, data, or information. Avalara retains and owns all right, title, and interest in the answer to such questions. Customer may request that its question not be posted publicly, subject to approval from Avalara.
 - b. **Logos; Legal Notices.** These Tax Research Terms do not grant Customer the right to use any branding or logos used in the Services. Customer shall not remove, obscure, or alter any legal notices displayed in or along with the Services.
4. **Trial Use.** If Customer is using a Service (or accessing certain Content therein) without providing payment information as a trial authorized by Avalara in writing, the duration is determined by Avalara in its sole discretion and subject to change without notice. Customer may use the Service (or such Content) solely for purposes of evaluating the Service. At the conclusion of the trial, Customer shall (i) cease all use of the Service and Content; (ii) delete any copies of Content from the Service or data derived from Customer's computer system and cause such copies to be deleted from any other computer system where Customer caused such Content to be stored; and (iii) at Customer's expense, destroy or return to Avalara any physical copies of such Content in Customer's possession. Avalara may, in appropriate circumstances and at its discretion, terminate the Account or access of users who infringe the intellectual property rights of others. Customer acknowledges that Service trial use may be provided with limited functionality.
5. **Trial Period.** During the Initial Subscription Term only, Customer may immediately terminate Customer's subscription to Services described in these Tax Research Terms 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 5 (*Trial Period*), then Avalara shall refund Customer the fees Customer paid to Avalara for the terminated Service.
6. **Deviations from the Terms.** For Services governed by these Tax Research Terms:
 - a. **Affiliate Use.** Notwithstanding anything to the contrary in the Terms, Customer may not share access to Services governed by these Tax Research Terms with Affiliates.
7. **Audit Guarantee.** Avalara makes commercially reasonable efforts to keep all the Content on its website up to date. If Customer relies on the Content provided through Services governed by these Tax Research Terms in making a taxability or rate determination and such reliance results in a negative audit finding and financial loss, Avalara will work directly with the governmental agency in order to reconcile Avalara's answer with the government agency's position. Avalara does not warrant that the Content is correct. The following limitations apply to the Audit Guarantee:
 - a. Customer must have properly classified items sold by Customer, and Customer is fully responsible for any final classification decision. To the extent that the incorrect result was caused by Customer's failure to determine its product classification, Avalara will not be responsible for the incorrect result.
 - b. Avalara will not be responsible for the incorrect result to the extent that it was caused by the failure of the applicable taxing authority to timely and accurately provide or update correct and current tax rates, boundaries, rules, and classifications.
 - c. Customer must provide notice to Avalara no later than the earlier of either: (1) 10 days after the taxing authority's finding of a negative audit assessment, or (2) 45 days after the date that Customer identifies, or the taxing authority initially identifies to Customer, an issue that relates to the alleged incorrect result provided by Avalara.
 - d. Customer must provide full and timely assistance to Avalara in confirming the nature and occurrence of the

alleged error, including providing Avalara with access to its relevant financial reporting records, transaction logs, reports, and all other relevant information reasonably related to the alleged error.

- e. Customer must provide full and timely assistance to Avalara in responding to the taxing authority findings if Avalara, in its sole discretion, determines them to be incorrect.
- f. Customer's account must be in good standing and Customer must have a current subscription to a Service described in these Tax Research Terms.

8. **Tax Research Services for Accountants.** This Section 8 only applies to Customers who have purchased the Services in order to provide Content to Customer's Clients. "**Client**" means entities or individuals for whom the Customer provides accounting services.

- a. **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 insubstantial portions of (as determined by Avalara in its sole discretion), the Content that is returned by the Services to Customer solely (i) for its internal business operations and (ii) to assist Clients with their compliance inquiries.
- b. **Conditions.** In accordance with Section 8(a) of these Tax Research Terms and as to Tax Research Services for Accountants only, Customer may provide Clients with Content from the Avalara Services, subject to the following conditions and limitations:
 - i. Customer shall only provide the Content to Client in conjunction with Client's purchase of Customer's other offerings, and Customer shall not resell the Services on a standalone basis or provide separate line item pricing for the Services when charging Clients. The fees for the Services are Avalara's Confidential Information under the Terms.
 - ii. Customer shall solely manage the Account, shall not permit Clients access to the Avalara user portal using the Account credentials, and shall not disclose the Account access credentials to Clients.
 - iii. Customer shall provide support for 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.
- c. **Indemnification.** Customer shall indemnify and defend Avalara, its affiliates, and their respective employees, officers, directors, agents, and shareholders against any claims, losses, liabilities, settlement payments, costs, expenses, interest, awards, judgment, damages (including punitive damages), fines, fees, penalties, and litigation expenses (including court, mediation, and arbitration fees, witness fees, attorneys' fees, other professional fees, and any other costs of investigating, defending, or asserting any claim for indemnification under this Agreement), arising out of or related to (a) the Account, the Clients, their use of Customer's offerings, or their use of Avalara's Services; (b) a Client's actual or alleged violation of applicable law.

9. **Tax Research Managed Services.** Additional service descriptions, terms, and conditions for Tax Research Managed Services, Tax Research Managed Services for Accountants, and Tax Research Managed Services for Government provided to Customer with the Order Document are hereby incorporated into the Agreement by reference.