

These E-Invoicing and Live Reporting and Electronic Data Interchange Service-Specific Supplemental Terms ("**ELR Terms**") govern Customer's purchase and use of ELR Solutions and Additional Services.

These ELR Terms are in addition to and incorporate by reference the Avalara Service Terms and Conditions available at <https://www.avalara.com/terms> (the "**Terms**"). Any capitalized terms used and not defined in these ELR Terms have the meanings given in the Terms. For the ELR Solution and any Additional Services, any references in the Agreement to "Avalara, Inc." or "Avalara" will be deemed to be to "Avalara Europe Ltd.

1. Definitions.

- a. "**Additional Services**" means those services ancillary to the ELR Solution, including, without limitation, Digital Archiving Services, that may be subject to additional fees.
- b. "**E-Invoicing and Live Reporting**" means the service for electronic management of invoices in different electronic formats, via a data exchange network, as required by the Filing Jurisdiction (E-Invoicing) and the service for reporting sales transactions (e.g., invoices or invoice data), accounting information (e.g., ledgers) or other required documents in an electronic format as required by the Filing Jurisdiction (Live Reporting).
- c. "**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.
- d. "**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.
- e. "**Digital Archiving Services**" means the service for storing invoices and other documentation within a secure environment.
- f. "**Electronic Data Interchange**" means the service for electronic management and transmission of data in different electronic formats between the Customer and Customer's business partners.
- g. "**ELR Solution**" means one of the following: E-Invoicing and Live Reporting or Electronic Data Interchange.
- h. "**Filing Jurisdiction**" means a taxing jurisdiction supported by Avalara for which Customer requests Avalara to provide the ELR Solution.

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 ELR 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 ELR 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 ELR Solution.
- c. **Avalara Obligations.** Avalara, in connection with the ELR 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 may, in connection with the provision of Avalara E-Invoicing and Live Reporting services and as disclosed in the Documentation, provide Digital Archiving Services. Avalara reserves the right to charge applicable fees for Digital Archiving Services and will set out any applicable fees in the Sales Order. Nothing in these terms requires Avalara to provide Digital Archiving Services in any country other than those listed in the Documentation.
- 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 ELR Solution as specified in each Order Document or Invoices or as otherwise described herein by Avalara.

- a. **Avalara E-Invoicing and Live Reporting:** Fees for E-Invoicing and Live Reporting are based on the number of transactions (i.e., invoices) processed by Avalara.
- b. **Avalara 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.
- c. **Additional Services:** Fees for Additional Services shall be as set out in the Sales Order and may require advance payment in full before Avalara begins performance.

5. Governing Law; Jurisdiction and Venue.

The ELR Terms and all matters in connection with the ELR 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 ELR Terms do not confer any rights on any other person or party (other than the Parties to the ELR Terms, and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

7. Inapplicable Provisions of the Terms.

- a. **Trials.** Any provisions relating to Services delivered as "software as a service" (such as provisions relating to status updates, and downtime) do not apply to Avalara E-Invoicing and Live Reporting or to Additional Services offered pursuant to these ELR Terms.
- b. **No Automatic Upgrade.** Customer's Avalara E-Invoicing and Live Reporting subscription will not be automatically upgraded to the next highest subscription tier.