

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

1. **Definitions.**

- a. "**Certificate**" means any compliance document image, such as a tax exemption certificate, excise license, or federal withholding form, that is entered, uploaded, or otherwise recorded in a Compliance Document Management Service for use in a single jurisdiction. If a single compliance document image is used for multiple jurisdictions, each of the jurisdictions where it is used will count as one Certificate.
- b. "**CertCapture**" means the Service for the storage and management of tax exemption certificates.

2. **Certificate Calculations.** CertCapture has usage tiers based on the intended number of Certificates recorded by Customer. The number of Certificates counted for purposes of calculating usage of CertCapture will be the maximum number of Certificates stored at any point in time during each Subscription Term.

3. **Automatic Upgrades and Overages.** Customer may choose one of two options if Customer exceeds the usage tier for Certificates set forth in its Order Document: either payment of a per-Certificate overage charge or automatic upgrade to the next subscription tier. At any time prior to exceeding the number of Certificates in Customer's purchased subscription tier, Customer may change the selected option, but the default choice will be the overage option unless the automatic upgrade option has been specified by Customer. Overage fees for the Initial Subscription Term will be charged at the rate specified in the Order Document, and in any Renewal Subscription Term, Avalara's then-current overage rates will apply.

4. **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 Service for which it was provided.

5. **Add-On Services.** Customer may purchase the following Add-On Services.

- a. **CertCapture Single Sign-On.** "**CertCapture Single Sign-On**" permits Customer's Authorized Users to access CertCapture using a web-based single sign-on service, eliminating the need for application-specific passwords. CertCapture Single Sign-On integration with the Service uses the SAML 2.0 standard. SAML 2.0 is not compatible with previous versions of the SAML protocol, and SAML 1.0 and 1.1 are not supported.
- b. **Customer Data File Exchange.** "**Customer Data File Exchange**" enables secure file upload and import between a client application and CertCapture through a secure FTP site. Avalara charges a separate fee for each application that integrates into Customer Data File Exchange.
- c. **Exemption Data File Exchange.** "**Exemption Data File Exchange**" enables secure file extraction and download between a client application and CertCapture through a secure FTP site. Avalara charges a separate fee for each application that integrates into Exemption Data File Exchange.
- d. **CertCapture for Retail.** "**CertCapture for Retail**" allows Customers to enable their store associates and sales representatives to look up customer tax exemption status and allow their customers to digitally complete new certificates or upload already completed forms. Certificates can be automatically validated on completion and stored in CertCapture or submitted into CertCapture's data entry area for validation. CertCapture for Retail also provides access to the CertCapture mobile scan app for digitizing paper exemption certificates and submitting to CertCapture for validation and storage.
- e. **CertCapture Dedicated Server.** With this module, Avalara provides a dedicated database server for CertCapture Customer Data.

- f. **CertCapture for eCommerce.** “*CertCapture for eCommerce*” integrates with an existing digital storefront or order management software to create new exemption certificates with online validation. Certificates can be automatically validated on completion and stored in CertCapture or submitted into CertCapture’s data entry area for validation.
- g. **CertCapture Managed Services.**
 - i. **Upload.** Avalara will convert hard copies of legacy certificates to PDF files and upload the PDF files into Customer’s Account. Images will not be visible in Customer’s Account until validated.
 - ii. **Identification Number.** Customer has the option of including the corresponding customer identification number on the certificate image or in the certificate file name to support the mapping process.
 - iii. **Review.** Avalara will review the Certificates and assess contents for inclusion of Customer’s customer name, Customer name, exemption reason, tax identification number, signature, and signature date. Avalara will verify the resale tax identification number for those states that make this information available on their websites, and will verify the format of this number for all states. Avalara will not otherwise verify the accuracy of this number.
 - iv. **Reports.** Avalara will make standard reports available so Customer can review the validations that have been performed and their results.
 - v. **Multijurisdictional Certificates.** Multijurisdictional Certificates will be separated by jurisdiction into unique Certificates and assigned individual Certificate identification numbers to ensure proper treatment for each jurisdiction (e.g., jurisdictions may have different expiration rules, reporting rules, and so forth). Each jurisdiction counts as a unique validation. Avalara will validate multijurisdictional Certificates for each jurisdiction. Customer can opt to limit validation of multijurisdictional Certificates to those jurisdictions contained in its nexus table or Customer Data.
 - vi. **Campaigns.** Avalara will conduct a campaign to request updated Certificates from Customer’s customers using Avalara forms.
 - A. **Email and Mail.** With respect to recurring CertCapture Managed Services, Avalara will prepare and send letters for up to 15% the number of Certificates in Customer’s purchased subscription tier. The letters will be sent by the U.S. Postal Service. This mailing service includes printing envelopes and contents, stuffing envelopes, applying postage, and mailing.
 - vii. **Data Formatting.** Customer is responsible for ensuring that such data is accurate, up-to-date, and complete to the best of Customer’s knowledge, and shall answer Avalara’s questions regarding such data in a timely manner and for provide final written approval of the resulting data set.
 - viii. **Disclaimers.** Customer understands and agrees that CertCapture Managed Services do not guarantee the validity of Certificates and that campaigns do not have a guaranteed response rate.
- 6. **Avalara Compliance Document Network.** For the purpose of facilitating easier and more accurate sharing of compliance documents between sellers, buyers, and other participants in Avalara’s compliance document management system (“*Network Participants*”), Avalara may create a directory listing for Customer that includes Customer’s identifying information (for example, name, address, and business category) to be shared with other Network Participants. If Customer wishes to opt out of participating in the Avalara compliance document network, Customer may do so by emailing legal@avalara.com.

7. **Optional Use.** Avalara may elect to provide Customer with access to certain Services for a limited time without charge. Customer acknowledges Avalara may remove Customer's access to such Services at any time without notice.