

These Support Service-Specific Supplemental Terms (“**Support Terms**”) govern Customer’s use of Support Services. These Support Terms are in addition to and incorporate by reference the Avalara Service Terms and Conditions located at <https://www.avalara.com/terms> (the “**Terms**”). Any capitalized terms used in these Support Terms and not defined have the meaning given in the Terms.

1. **Definitions.**

- a. “**Assisted Support**” means the Service where Avalara provides support for AvaTax and implementation of certain additional Services that Customer purchases during the Subscription Term.
- b. “**Business Support**” means the Service where Avalara provides support for AvaTax, ECM, CertCapture, Managed Returns, and Managed Returns Premium. Business Support is a legacy service and is no longer available for new sales.
- c. “**Enterprise Support**” means the Service where Avalara provides support for AvaTax, ECM, CertCapture, Managed Returns, and Managed Returns Premium.
- d. “**Managed Support**” means the Service where Avalara provides support, ongoing maintenance of Customer’s Account for AvaTax and Managed Returns, including nexus monitoring, and implementation of certain additional Services that Customer purchases during the Subscription Term.
- e. “**One-time Managed Setup Services**” means the Service where Avalara sets up the applicable Service on Customer’s behalf.
- f. “**Partner Support**” means the Service where Avalara provides support for a partner participating in an Avalara partner program. For purposes of these Support Terms, “Customer” refers to the partner.
- g. “**Services Results**” means all deliverables, work product, designs, methodologies, processes, techniques, ideas, concepts, inventions, designs, tools, trade secrets, and know-how, and any modifications, improvements, or derivative works of the foregoing, resulting from the Support Services, including any intellectual property rights therein.
- h. “**Standard Support**” means the Service where Avalara provides support for AvaTax, ECM, CertCapture, Managed Returns, and Managed Returns Premium.
- i. “**Standard Support Plus**” means the Service where Avalara provides support for AvaTax, ECM, CertCapture, Managed Returns, and Managed Returns Premium. Standard Support Plus is a legacy service and is no longer available for new sales.
- j. “**Support Services**” means Assisted Support, Business Support, Enterprise Support, Managed Support, One-time Managed Setup Services, Partner Support, Standard Support, and Standard Support Plus.

2. **One-time Managed Setup Services; Managed Support.**

- a. **One-time Managed Setup Services.** This Section 2(a) applies only to One-time Managed Setup Services.
  - i. **Customer Obligations.**
    - A. Customer shall timely provide detailed information regarding its business reasonably requested by Avalara, which may include tax nexus information, legal company name, tax filing calendar details, locations, and identification numbers.
    - B. Customer shall ensure Avalara has access to its accounts with applicable tax authorities and any systems Customer uses and

wants to connect to the Services. If Customer is unable to provide Avalara with access to Customer's systems, Customer shall make personnel available and schedule time with Avalara to conduct the One-time Managed Setup Services. Customer will disable Avalara's access to its systems (but not its tax authorities accounts) within five business days after configuration is complete.

- C. Customer shall review and test the setup and configuration of the Services for conformance with Customer's tax and other internal policies (including information technology policies) and advise Avalara of any nonconformance within five business days of setup completion. Avalara will correct discrepancies within five business days after receipt of such notice. Without notice from Customer, the configuration will be deemed approved after five business days of setup completion.
  - D. Customer shall review and approve the tax codes Avalara suggests for its product catalog within five business days after Avalara sends them. If no approval is received within five days, Avalara will set all products to the tax code for tangible personal property and Customer will have the option to adjust the tax codes at a later time.
  - E. Customer is solely responsible for its tax policy, business requirements, and any related decisions, including certificate management and tax positions.
- ii. **Avalara Obligations.** Avalara shall set up and configure the Services to integrate with Customer's systems (e.g., ERP, marketplace, ecommerce, etc.) using available pre-built integrations. Avalara will suggest tax codes for the products in the product catalog Customer provides.
- b. **Managed Support.** This Section 2(b) applies only to Managed Support.
- i. **Customer Obligations.** Customer shall notify Avalara of any business changes that impact Customer's compliance, including nexus setup, tax code selection, filing frequencies, new entity setup, any information used to provision Customer's Account, and activities that impact physical or economic nexus.
  - ii. **Avalara Obligations.** Avalara will provide the following:
    - A. **Support.** Customer support is available by phone during U.S. business hours, 5 a.m. to 5 p.m. Pacific Time, Monday through Friday. Customer may open a support case from Customer's Account. Avalara will respond to requests for support within eight business hours.
    - B. **AvaTax Account Maintenance.** [If Customer has AvaTax, ]Avalara will update the [AvaTax] Account with changes identified by Avalara or Customer that impact compliance.
    - C. **Nexus.** Avalara will advise Customer when Customer Data in AvaTax indicates Customer may have economic nexus in a new state. Customer may opt to register in the new state or purchase registration services from Avalara. Upon registration, Avalara will update Customer's Account accordingly. Avalara will request and Customer will provide information regarding physical nexus once per year, and Avalara will update Customer's Account accordingly.
    - D. **Implementation of Additional Products.** If Customer purchases additional AvaTax, Managed Returns or Streamlined Sales Tax and

Certified Service Provider Program Service subscriptions during the Subscription Term, Avalara will assist Customer in setting up its Account.

E. **Training.** Avalara will provide regular webinars with question-and-answer sessions. Avalara will also provide annual training for Customer's new Authorized Users.

c. **Assumptions and Limitations.** This Section 2(c) applies only to both One-time Managed Setup Services and Managed Support.

- i. Recommendations for tax codes are limited to 1,000 unique products. Any requested recommendations in excess of 1,000 may be subject to additional fees in an Order Document.
- ii. Support Services are limited to 100 locations. Any requested locations in excess of 100 may be subject to additional fees in an Order Document.
- iii. Services will commence within ten days after purchase. Work will be performed remotely and during Avalara business hours.
- iv. Avalara may identify ways in which Customer is not compliant with tax requirements. If Customer wishes to use additional recommended Avalara services, Customer must purchase them separately.
- v. One-time Managed Setup Services are only available for U.S. or Canadian sales and use tax and only in conjunction with the purchase of Assisted Support or Managed Support.
- vi. Registering to collect and remit sales and use tax can impact federal, state, and other reporting requirements, such as income or franchise tax, all of which are out of the Service's scope. Customer should consult a third-party tax advisor regarding such matters.
- vii. Avalara will use commercially reasonable efforts to provide consistent personnel for the duration of the One-time Managed Setup Services.

3. **Assisted Support.** This Section 3 applies only to Assisted Support.

- a. **Support.** Customer support is available by phone or chat during U.S. business hours, 5 a.m. to 5 p.m. Pacific Time, Monday through Friday. Customer may open a support case from Customer's Account. Avalara will respond to requests for support within eight business hours.
- b. **Implementation of Additional Products.** If Customer purchases additional AvaTax, Returns or Streamlined Sales Tax and Certified Service Provider Program Service subscriptions during the Subscription Term, Avalara will assist Customer in setting up its Account. Customer may incur additional fees for certain implementation services; Avalara will advise Customer in such instances, and only provide those services if Customer agrees in writing in advance.
- c. **Training.** Avalara will provide regular webinars with question-and-answer sessions.

4. **Business Support.** This Section 4 applies only to Business Support.

- a. **Support.** Customer support is available by phone or chat 24 hours per day, seven days per week. Customer may open a support case from Customer's Account. Avalara will respond to requests for support within four hours.
- b. **Training.** Avalara will provide regular webinars with question-and-answer sessions.

5. **Enterprise Support; Partner Support.** This Section 5 applies only to Enterprise Support and Partner Support.

- a. **Support.** Customer support is available by phone or chat 24 hours per day, seven days per week. Customer may open a support case from Customer's Account. Avalara will respond to requests for support within one hour. Avalara will assign a technical account manager to Customer.
  - b. **Training.** Avalara will provide regular webinars with question-and-answer sessions.
  - c. **Sandbox.** Avalara will provide Customer with a sandbox Account.
6. **Standard Support.** This Section 6 applies only to Standard Support. Standard Support is included in subscriptions for AvaTax, ECM, CertCapture, Managed Returns, and Managed Returns Premium. Standard Support is available by submitting a support case from Customer's Account during U.S. business hours, 5 a.m. to 5 p.m. Pacific Time, Monday through Friday. Avalara will respond to requests for support within 24 hours.
7. **Standard Support Plus.** This Section 7 applies only to Standard Support Plus.
  - a. **Support.** Customer support is available by phone or chat 24 hours per day, seven days per week during U.S. business hours, 5 a.m. to 9 p.m. Pacific Time, Monday through Friday. Customer may open a support case from Customer's Account. Avalara will respond to requests for support within eight hours.
  - b. **Training.** Avalara will provide regular webinars with question-and-answer sessions.
8. **Trial Period for Managed Support and Assisted Support.** During the Initial Subscription Term only, Customer may immediately terminate Customer's subscription to Managed Support or Assisted Support 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 8 (*Trial Period for Managed Support and Assisted Support*), then Avalara shall refund Customer the fees Customer paid to Avalara for those Services.
9. **Exclusions.** Avalara does not provide development or support of custom integrations.
10. **Additional Services.** If Avalara identifies additional services Customer may need for compliance purposes, such as back filing, tax registrations, or voluntary disclosure agreements, Customer may purchase those services separately.
11. **Intellectual Property Rights.** Unless expressly stated otherwise in an Order Document, Avalara will retain all right, title, and interest in and to the Services Results. To the extent that the ownership of the Services Results does not automatically vest in Avalara, Customer hereby assigns and will assign to Avalara the Services Results and all right, title, and interest therein and thereto that Customer may have now or in the future. Upon full payment of all fees and expenses owing to Avalara under the applicable Order Document, Avalara hereby grants to Customer a non-exclusive, worldwide, non-transferable, non-sublicensable, royalty-free license to access and use the Services Results provided to Customer for the purposes specified in the Order Document.