

These Fiscal Representation for Insurance Service-Specific Supplemental Terms (“**Fiscal Representation for Insurance Terms**”) govern Customer’s use of Fiscal Representation for Insurance. These Fiscal Representation for Insurance Terms are in addition to and incorporate by reference (i) the Avalara Service Terms and Conditions located at <https://www.avalara.com/terms> (the “**Terms**”) and (ii) the Managed Returns for Insurance Service-Specific Supplemental Terms located at <https://www.avalara.com/us/en/legal/managed-returns-for-insurance-supplemental-terms.html> (the “**MR Terms**”).

Any capitalized terms used and not defined in these Fiscal Representation for Insurance Terms have the meaning given in the Terms or the MR Terms. With respect to Fiscal Representation for Insurance, any references in the Agreement to “Avalara, Inc.” or “Avalara” will be deemed to be to “Avalara Europe Ltd.,” an Affiliate of Avalara, Inc.

## 1. Definitions.

- a. “**Fiscal Representation for Insurance**” means the Service where Avalara or its Affiliate acts as Customer’s tax representative in Filing Jurisdiction(s) selected by Customer.
- b. “**Change of Control**” means, in respect of any corporate body, any change in the entity or entities having control of that corporate body, including the ability to control or direct, directly or indirectly, the board, executive body, decision making process or management of an entity by virtue of ownership, right of appointment, right to control election or appointment, voting rights, the ability to control the exercise of voting rights, management agreement or any other agreement.
- c. “**EU**” means the European Union.
- d. “**Filing Jurisdiction**” means a taxing jurisdiction supported by Avalara for which Customer requests Avalara to provide Fiscal Representation for Insurance.
- e. “**IPT Obligations**” means for Filing Jurisdiction(s), filing of IPT Returns, payments or other obligations related to IPT, penalties and interest on IPT payments that are overdue for any reason, and similar obligations or liabilities for Filing Jurisdiction(s).
- f. “**Payment Services**” means, (i) within the EU, any service relating to payment services, including those services that may be regulated in accordance with Directive (EU) 2015/2366 of the European Parliament and of the Council of 25 November 2015 on payment services in the internal market, and (ii) within the UK, the services listed at Part 1 of Schedule 1 of the Payment Services Regulations 2017, the provision of which would require authorisation or registration under the Payment Services Regulations 2017 in the UK; (iii) outside the EU, any service relating to money remittance, money transmission, issuing of payment instruments, acquiring or executing payment transactions, or payment initiation services.

## 2. Fiscal Representation for Insurance.

- a. **Appointment as fiscal representative.** Customer appoints Avalara as Customer’s exclusive fiscal representative solely to assist Customer with its IPT Obligations in Filing Jurisdiction(s).
- b. **Affiliate Use of Fiscal Representation for Insurance.** Customer is not permitted to access Fiscal Representation for Insurance on behalf of its Affiliate unless such Affiliate separately agrees to be bound by the Fiscal Representation for Insurance Terms and Avalara separately agrees to provide Fiscal Representation for Insurance to such Affiliate.
- c. **Managed Returns for Insurance.** Avalara will provide Fiscal Representation for Insurance to Customer in Filing Jurisdiction(s) only in the event that Customer has subscribed to Managed Returns for Insurance in such Filing Jurisdiction(s).

- d. Provision of Managed Returns for Insurance and payment of the applicable fees are governed by the MR Terms located at <https://www.avalara.com/us/en/legal/managed-returns-for-insurance-supplemental-terms.html>.
- e. **Avalara Obligations.** Avalara may provide Fiscal Representation for Insurance as follows:
  - i. acting on behalf of Customer in respect of IPT Obligations ensuing from applicable regulations in Filing Jurisdiction(s);
  - ii. completing and processing supporting documents, including documents related to termination of Fiscal Representation for Insurance as applicable;
  - iii. assisting Customer to comply with local IPT requirements related to Fiscal representation for Insurance in Filing Jurisdiction(s) as Avalara determines to be appropriate; and
  - iv. facilitating the provision of Payment Services by a duly licensed third-party payment service provider ("**Third-Party PSP**") to collect and remit IPT Obligations due by Customer to tax authorities. Payment Services are further detailed in Section 3.

### 3. Payments.

- a. In the event that Avalara elects to use Third-Party PSP, Payment Services will be provided in accordance with Applicable Laws by Third-Party PSP, duly licensed in the relevant jurisdiction(s). Third-Party PSP may require Customer to enter into a separate agreement for the provision of Payment Services.
- b. Customer shall pay IPT Obligations to Third-Party PSP, Avalara or the applicable tax authority in accordance with Avalara's instructions.
- c. Avalara, in its sole discretion, may direct Customer to apply overpayments to its future IPT Obligations. Any amounts of underpayments will be immediately due and payable by Customer and shall be paid to Third-Party PSP, Avalara or the applicable tax authority, as directed by Avalara.
- d. In connection with collection and remittance activities through Third-Party PSP or Avalara, Customer shall adhere and be subject to the following processes and requirements:
  - i. Customer will receive instructions from Avalara or Third-Party PSP stating the amount of Customer's IPT Obligations and the date due to Avalara or Third-Party PSP to ensure timely payment;
  - ii. Customer will timely fund the IPT Obligations in the currency instructed by Avalara by way of a credit transfer to Avalara or Third-Party PSP's account, on or before the due date;
  - iii. If Avalara directs Customer to fund Third-Party PSP account, Third-Party PSP will confirm to Avalara that the designated account contains an amount equal to the amount specified in Avalara's instruction to Customer described under Section 3(d)(i); and
  - iv. Subject to applicable payment requirements and payment processes, Avalara or Third-Party PSP will process the IPT Obligations by (i) transferring the IPT Obligations to the bank account of the applicable tax authority, or (ii) arranging for the direct debit of this amount by the applicable tax authority.
- e. If and to the extent available and/or applicable in the relevant jurisdiction(s), Customer

expressly authorizes Avalara to act as a commercial agent within the meaning of Directive (EU) 2015/2366 (Payment Services Directive 2) in respect of the provision of Payment Services thereby authorizing Avalara to negotiate or conclude the sale or purchase of goods or services on behalf of Customer acting as the payer in the relevant payment transactions.

#### **4. Avalara's Rights.**

- a. Avalara will engage any Avalara Affiliate or any third party, including Third-Party PSP, as subcontractor to perform certain obligations under these Fiscal Representation for Insurance Terms. Avalara is responsible for its Affiliate's compliance with and performance of these Fiscal Representation for Insurance Terms when acting as agent or subcontractor, and Customer shall bring any claims it may have solely against Avalara and not against such Affiliate. Customer shall provide Affiliates of Avalara or third parties with any documentation or agreement required to permit them to perform Fiscal Representation for Insurance obligations. This may include a power of attorney and an appointment letter in the format required in Filing Jurisdiction(s).
- b. Avalara may, in its discretion, impose rules or limits for, or change, suspend, or discontinue any aspect of Fiscal Representation for Insurance at any time.
- c. If Avalara identifies any questions or ambiguities related to the application of IPT to Customer's activities, Avalara may apply IPT Avalara determines to be appropriate in the filing of an IPT return or amendment of an IPT return previously filed.
- d. Avalara may consult or negotiate with the tax authority(ies) in Filing Jurisdiction(s) concerning tax levies or other costs and matters arising under the Agreement. Avalara will charge for such consultation and negotiation services at its then-standard hourly rates. Avalara shall, after consultation with Customer, be entitled to engage third parties to handle claims and negotiations with the tax authority(ies) in Filing Jurisdiction(s), all of which will be at the additional expense and risk of Customer.
- e. Avalara may modify these Fiscal Representation for Insurance Terms at any time upon 30 days' prior written notice. Avalara may change or modify Fiscal Representation for Insurance Terms at any time with immediate effect (a) for legal, regulatory, fraud and abuse prevention, or security reasons; (b) to change existing features or add additional features to Fiscal Representation for Insurance (where this does not materially adversely affect Customer's use of Fiscal Representation for Insurance); or (c) to restrict products or activities Avalara deems unsafe or inappropriate. Customer's continued use of Fiscal Representation for Insurance after the effective date of any change to the Fiscal Representation for Insurance Terms will constitute Customer's acceptance of that change. If changes are unacceptable to Customer, Customer shall cease using Fiscal Representation for Insurance and may terminate the Fiscal Representation for Insurance Terms by providing written notice to Avalara at any time prior to the effective date of change.

#### **5. Customer's Obligations.**

- a. Customer is prohibited from conducting activities in Filing Jurisdiction(s) that may give rise to any IPT Obligations that are not reported to Avalara, or that may give rise to any other form of tax representation not agreed to by Avalara. If at any time during the Term Customer becomes aware of any such prohibited activities in Filing Jurisdiction(s) that may require fiscal or any other form of tax representation, Customer shall immediately notify Avalara in writing. Further, Customer shall ensure that its systems are properly configured to ensure that all IPT Obligations in Filing Jurisdiction(s) are managed correctly through Fiscal Representation, and it is solely Customer's obligation to do so.
- b. Under these Fiscal Representation for Insurance Terms and as between the Parties, Customer is solely liable and responsible for, and shall timely remit funds for, all of its IPT Obligations in Filing Jurisdiction(s). This includes the timely and correct remittance of any

IPT Obligations due to the tax authority(ies) in Filing Jurisdiction(s), including any penalties and interest incurred in relation to any late filing, payment or otherwise.

- c. Promptly upon Avalara's request, Customer shall provide Avalara with (a) proof of funding for any applicable IPT obligation or other obligation, including for the period after termination of these Fiscal Representation for Insurance Terms during which any tax authorities may impose tax assessments retroactively; or (b) security for Customer's IPT Obligations, or for any other payment obligations to Avalara, any applicable tax authority, or any third party arising under these Fiscal Representation for Insurance Terms. Avalara will determine the form and amount of security necessary in its discretion and may require security to be made in the form of one or more payments made to Third-Party PSP or Avalara pursuant to Section 3(d)(i), or a first demand bank guarantee, in form and in amounts Avalara determines to be appropriate in its discretion. If requested by Avalara, Customer shall provide Avalara with such additional security as Avalara deems appropriate in its discretion, taking into account Avalara's potential liabilities.
- d. During the Term, at Avalara's request, Customer shall deliver to Avalara any information, in the format and manner specified by Avalara and/or as required under relevant Applicable Laws, and in response to all other requests Avalara determines to be appropriate in connection with Fiscal Representation for Insurance. Customer shall respond promptly, and no later than 7 days from the date of the request, to all information requests from Avalara related to Fiscal Representation.
- e. If Customer fails under these Fiscal Representation Terms to (i) pay Customer's IPT Obligations in Filing Jurisdiction(s) to Avalara or Third-Party PSP in whole or in part, or (ii) timely provide to Avalara the information or documentation required by Avalara to determine Customer's IPT Obligations in Filing Jurisdiction(s), Avalara may take such action as it deems appropriate with respect to Customer's local IPT requirements in Filing Jurisdiction(s), including reporting no IPT Obligations for a period (filing a "nil return") or filing additional or supplementary IPT returns. Any such activities Avalara undertakes, and any related IPT Obligations that arise will be at Customer's expense and risk.
- f. Prior to acceptance of these Fiscal Representation Terms and at all times thereafter upon request, Customer shall provide all information requested by Avalara (or, if applicable, a third-party subcontractor engaged by Avalara for this purpose (a "**Screeener**")) regarding Customer's legal existence, equity owners and other affiliated persons, and otherwise related to its operations or circumstances, to conduct "know your customer," anti-money laundering, customer suitability, tax information exchange requirements or related checks or inquiries based on Avalara's legal and regulatory obligations or commercial considerations ("**Background Screen**"). Customer expressly authorizes all such activities and shall provide additional information and otherwise cooperate with Avalara or the Screeener in connection with the Background Screen. If Customer provides any information related to its Background Screen directly to the Screeener, Customer expressly authorizes Avalara to receive, obtain copies of, transmit to its Affiliates and third parties for processing, and use such information and data from the Screeener and any analyses, conclusions or assessments made by the Screeener in connection with such Background Screen as Avalara determines to be appropriate. Avalara may, in its discretion, elect not to provide Customer with, or terminate, Fiscal Representation and related Services due to the results of the Background Screen or Customer's failure to timely provide the information requested by Avalara or the Screeener for the Background Screen; provided that if Avalara elects not to provide or terminates Fiscal Representation under this Section 5 (f) other than for failure to provide documentation required for the Background Screen, Avalara will refund any prepaid unused fees related to Fiscal Representation (excluding any activation or other one-time fees). Avalara may elect to co-ordinate fiscal representation to Customer through one or more third party fiscal representatives under such third party's terms, and different fees and expenses may apply.
- g. At any time, in Avalara's discretion and in accordance with Applicable Laws, and without

notice to Customer, Avalara may report any information related to Customer's use of Fiscal Representation or its Background Screen process (including Customer Data and Personal Information) to a regulator, law enforcement agency, or government department or unit in Filing Jurisdiction(s), in each case as Avalara determines to be appropriate and in accordance with Applicable Laws.

## 6. Customer's Representations and Warranties.

- a. Customer represents and warrants that none of Customer, any of its Affiliates, nor any of their respective officers, directors, owners, employees, representatives or agents (the "**Customer Affiliated Parties**") is or has engaged in, or been charged with, indicted for, or convicted of, any "criminal activity". For the purposes of this Section 6(a), "criminal activity" includes any activity that meets the definition set out (i) within the EU, in Article 2 of the Directive (EU) 2018/1673 of the European Parliament and of the Council of 23 October 2018 on combating money laundering by criminal law; (ii) within the UK, in the Proceeds of Crime Act 2002 (POCA), Criminal Finances Act 2017, The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 (MLRs 2017) and Terrorism Act 2000 (TA 2000), as updated and amended; or (iii) any kind of criminal involvement in the commission of any offense or crime punishable, in accordance with relevant national law, by deprivation of liberty or a detention order for a maximum of more than one year or, as regards EU member states that have a minimum threshold for crimes or offenses in their legal systems, any crime or offense punishable by deprivation of liberty or a detention order for a minimum of more than six months.
- b. Unless Customer notifies Avalara to the contrary in writing, Customer represents and warrants that none of the Customer Affiliated Parties is a Politically Exposed Person ("**PEP**") as defined by the Financial Action Task Force and which definition is located in the document available at <https://www.fatf-gafi.org/documents/documents/peps-r12-r22.html>.
- c. Customer represents and warrants that none of the Customer Affiliated Parties is under sanction, prohibition, or restriction from Filing Jurisdiction(s), the United Nations, the EU, any EU member state, the United Kingdom, Canada, or the United States.
- d. Customer represents and warrants that all information and documentation provided to Avalara under these Fiscal Representation for Insurance Terms, including in relation to Payment Services and to fulfil its obligations under Section 5, are true, correct and complete.
- e. Customer's representations and warranties in this Section 6 are deemed to be made continuously throughout the Term, and Customer will immediately provide written notice in reasonable detail to Avalara at any time that such statement ceases to be true, correct, or complete during the Term.

## 7. Termination and Suspension.

- a. Avalara may suspend Fiscal Representation for Insurance activities on behalf of Customer at any time if Customer has not fully paid its IPT Obligations or performed its other obligations under the Agreement, or while any Customer action or provision of information is outstanding after the relevant deadline, or if Avalara has reasonable grounds to believe that Customer will not be able to comply with its obligations under the Agreement. If Avalara invokes such right to suspend operations or activities, Avalara will notify Customer accordingly and may also notify affected third parties.
- b. In addition to its termination rights under the Terms, the MR Terms and elsewhere in these Fiscal Representation for Insurance Terms, Avalara may, at its option and on notice to Customer, terminate the Agreement and Customer's use of Fiscal



## Representation for Insurance for Filing Jurisdiction(s):

- i. If Customer suffers from an insolvency event, i.e. (a) upon the filing of any voluntary petition by Customer under any bankruptcy laws; (b) upon the filing of any involuntary petition against Customer under any bankruptcy laws that is not dismissed within sixty (60) days after filing; (c) upon any appointment of a receiver for all or a substantial portion of Customer's business or operations; (d) upon any assignment of all or substantially all the assets of Customer for the benefit of creditors or (e) in the event of a Change of Control over Customer.
  - ii. If Customer suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business;
  - iii. If Customer has violated any Applicable Laws, including in Filing Jurisdiction(s), prior to or during the Term;
  - iv. If Customer breaches the Agreement (including these Fiscal Representation for Insurance Terms), including by failing to timely provide required information or fund IPT Obligations or other payments;
  - v. If Customer uses Fiscal Representation for Insurance in a manner that threatens the reputation or wellbeing of Avalara or its Affiliates or the integrity of Fiscal Representation for Insurance, or that impairs the use of Fiscal Representation for Insurance by other Avalara customers;
  - vi. If the power of attorney granted by Customer to Avalara or any Affiliate of Avalara terminates, or any appointment of Avalara or any Affiliate of Avalara is terminated for any reason; or
  - vii. If Managed Reports for Insurance for one or more Filing Jurisdictions, or any other Services or contractual relationship between Avalara and Customer, terminates for any reason.
- c. The Fiscal Representation for Insurance termination date will be the earlier date on which either Customer's access to Fiscal Representation for Insurance is terminated or the date on which the appropriate form(s) to terminate Avalara or any of its Affiliates as Customer's fiscal representative in Filing Jurisdiction(s) is/are filed with the respective tax authorities. Termination of Fiscal Representation for Insurance will automatically lead to termination of any appointment or any power of attorney granted under these Fiscal Representation for Insurance Terms.
  - d. Upon any termination by Avalara under Section 7 (b), Avalara will not refund any amount of fees to Customer. Avalara expressly disclaims liability for any damages Customer incurs related to such termination. In the event of such termination Avalara may terminate Customer's use of any other product or service offered by Avalara or any Affiliate immediately upon written notice.
  - e. If required under any Applicable Laws or requested by Avalara, Customer will appoint another fiscal representative that assumes Avalara's obligations under these Fiscal Representation for Insurance Terms immediately following termination of Customer's subscription for Fiscal Representation for Insurance, or at any other time specified by Avalara in its discretion. During any period in which Customer fails to comply with this obligation, Customer shall continue to comply with its obligations towards Avalara and will be liable for all resulting Losses (as defined below).
  - f. Following any termination, Customer remains subject to all obligations and liabilities, including IPT Obligations and other payment obligations and information requirements, arising out of or related to Fiscal Representation for Insurance prior to termination.

## 8. Fees.

- a. Invoices or other Order Documents specifying fees may be issued and sent to Customer by Avalara or an Avalara Affiliate or on behalf of Avalara or its Affiliates by Third-Party PSP or another service provider. If Avalara determines that Customer fails or may fail to meet any of its obligations under the Agreement, Avalara may offset those obligations against any refunds from any tax authorities in Filing Jurisdiction(s) of whatever nature accruing to Customer in order to meet those obligations.
- b. Customer authorizes Third-Party PSP to collect subscription fees and pay such amounts to Avalara or its Affiliate, provided that Customer may also pay such amounts to Avalara or its Affiliate directly. Any subscription fees collected by Third-Party PSP may be deducted from amounts that Third-Party PSP holds on behalf of Customer. If Customer is required to report transactions or inventory transfers that occurred prior to Customer's appointment of Avalara under these Fiscal Representation for Insurance Terms, these back filing services will be considered an ancillary Service.

## 9. Limitations of Liability.

### **The Customer's attention is particularly drawn to this Section.**

- a. Fiscal Representation for Insurance is made available to Customer on an "as is" and "as available" basis, unless otherwise specified in these Fiscal Representation for Insurance Terms. To the fullest extent permitted by Applicable Laws and except as otherwise set out in these Fiscal Representation for Insurance Terms, Avalara disclaims all warranties, terms and conditions express or implied, including the implied warranties of merchantability, noninfringement, and fitness for a particular purpose. Avalara specifically disclaims any representations, warranties, terms or conditions that (a) any governmental information (including without limitation information regarding Tax rates or the applicability of certain taxes), or (b) any information imported from any other application, site, or service, is accurate, complete, current, or applicable to Customer or its business.
- b. Nothing in the Agreement shall be construed as limiting either Party's liability for death or personal injury caused by negligence, for fraud or for fraudulent misrepresentation or any other liability which cannot be excluded or limited by Applicable Laws.
- c. Subject to Section 9(a), 9(b), and 9(d), Avalara's total liability to the Customer in respect of any and all claims arising out of or in connection with the Agreement, whether in contract (including under any indemnity), tort (including negligence), breach of statutory duty, or otherwise, shall not in any case exceed an amount equivalent to the fees paid or payable by Customer in relation to Fiscal Representation for Insurance during the twelve-month period immediately preceding the events giving rise to the claims.
- d. Except as otherwise stated in Section 9(b), Avalara shall not be liable to Customer or any third party, whether in contract (including under any indemnity), tort (including negligence), breach of statutory duty, or otherwise for any:
  - i. incidental, indirect, consequential, punitive, special or exemplary damages;
  - ii. loss of profits, loss revenue, loss or damage to goodwill, wasted expenditure or loss or corruption of data;
  - iii. late or missed filings resulting from Customer's failure to provide any required information or timely approval of a return, for the timing or rejection of any opting letter seeking to waive the distance selling threshold, or for late or missed IPT Obligation or other payment owed by Customer; and
  - iv. claim in respect of which the Customer has not issued legal proceedings within two years of the events giving rise to the claim occurring.

## 10. Indemnification; Liability of Customer.

- a. Under Applicable Law of Filing Jurisdiction(s), Avalara and Customer may have joint and several liability to the tax authority(ies) of Filing Jurisdiction(s) for Customer's fulfilment of IPT Obligations. If Avalara incurs any liability, or is compelled to pay any amount related to Customer's actions, omissions, or obligations, Customer shall indemnify and hold harmless, and at Avalara's option shall defend, Avalara, each of its Affiliates, and each of its and their officers, directors, owners, employees, representatives and agents (each, an "**Avalara Indemnitee**") from and against any liability, loss, settlement payment (including any settlement an Avalara Indemnitee agrees to pay), interest, award, judgment, damages (including punitive damages), fines, fees, penalties, filing fees and court costs, witness fees, reasonable attorneys' and other professionals' fees, other reasonable investigation and defense costs, and any other fees, costs, expenses and charges ("Losses") incurred by, or pending or threatened against, any Avalara Indemnitee that arise out or relate to any (i) any IPT Obligations, or (ii) any third-party claim or action arising out of or related to Customer's actions or omissions or the provision of Fiscal Representation for Insurance to Customer under these Fiscal Representation for Insurance Terms (including any claims or actions in connection with Avalara's termination of Customer under these Fiscal Representation for Insurance Terms), except to the extent such claim or action results directly from the gross negligence or intentional misconduct of Avalara, or (iii) breach of any of Customer's representations or warranties, or any failure or omission of Customer to meet or perform any of its covenants, undertakings or obligations pursuant to the Fiscal Representation for Insurance Terms or to Fiscal Representation for Insurance, including without limitation the payment of any IPT obligation or other liability hereunder or the provision of accurate tax identification numbers and correct documents, information and data.
  - b. If any Avalara Indemnitee incurs any liability in connection with the IPT Obligations or Customer's actions or omissions under the Agreement, that Avalara Indemnitee shall have full recourse against Customer and all other rights available at law and in equity to recover such liability. In order to secure the payment of any amount that is may be due from Customer to any Avalara Indemnitee under the Agreement or otherwise, Avalara has a right of retention and set- off, and a right of pledge over, all moneys and other items of value that Avalara or Third-Party PSP may hold on behalf of Customer, or that may be due from Avalara to Customer under the Agreement or under any other current or future arrangement Customer may enter into with Avalara or any of its Affiliates.
11. **Governing Law; Jurisdiction and Venue.** The Agreement and all matters in connection with the Agreement 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 Agreement or their subject matter or formation.
12. **General.**
- a. By using Fiscal Representation for Insurance or sending electronic messages to Avalara, Customer is communicating with Avalara electronically. Avalara may be required by law to send Customer communications about Fiscal Representation for Insurance or third-party products or services and will do so in accordance with its then-current privacy policy. By registering for Fiscal Representation, sending Avalara an electronic message, or otherwise communicating with Avalara, Customer has agreed to communicate with Avalara electronically.
  - b. In the event of any contrary or inconsistent terms between the MR Terms and the Fiscal Representation for Insurance Terms, the Fiscal Representation for Insurance Terms will control with respect to the provision of Fiscal Representation for Insurance.
  - c. Any reference in these Fiscal Representation for Insurance Terms to the "discretion" of Avalara means the "sole and absolute discretion" of Avalara.
  - d. Customer may not assign these Fiscal Representation for Insurance Terms without the prior written consent of Avalara. Avalara may assign all or any part of these Fiscal



Representation for Insurance Terms to any other party upon notice to Customer.

- e. No third party, other than an Avalara Indemnitee, may enforce any term of this Agreement. The rights of the parties to terminate or modify this Agreement (as provided in the Agreement or Applicable Laws) are not subject to the consent of any other person.

13. **Deviations from the Terms.** The following provisions of the Terms do not apply to Fiscal Representation for Insurance or with respect to these Fiscal Representation for Insurance Terms: Section 2(c) (i), (ii) and (iii) (*Avalara's Responsibilities*); Section 2(e) (*Customer Affiliates*); Section 5 (*Service Suspension and Disputes*); Section 6(e) (*Termination for Breach or Cause*); Section 9(b) and (c) (*Avalara's Warranties; Disclaimer of Implied Warranties*); Section 10 (*Indemnification*); Section 11 (*Modifications*); Section 12 (a), (b) and (c) (*Exclusion of Certain Claims; Limitation of Liability; Limitation of Claims*); Section 13(f) (*Governing Law; Jurisdiction and Venue*); Section 13(h) (*Force Majeure*); and Section 13(j) (*Successors and Assigns*).