

These Avalara Partner Program General Terms and Conditions (the “**General Partner Terms**”), together with any applicable document used to describe a partnership between Avalara and Partner (the “**Partner Agreement**”) (the Partner Agreement with the General Partner Terms are the “**Agreement**”) constitute a binding agreement between Avalara and Partner (each, a “**Party**”). Partner agrees to be bound by these General Partner Terms by executing, including clicking through, any document that references these General Partner Terms.

1. **Definitions.** Unless otherwise defined in the Agreement, capitalized terms have the following meanings:
  - a. “**Affiliate**” means an entity that controls, is controlled by or is under common control with a Party. For this definition, “control” means direct or indirect ownership of more than 50% of the voting interests of the subject entity.
  - b. “**Avalara**” means Avalara, Inc. a Washington corporation and its Affiliates.
  - c. “**Avalara Add-On Services**” means AvaTax support plans, training services, and sales and use tax registration services, among others. Avalara Add-On Services do not include any other Professional Services offered by Avalara or any Avalara Affiliates.
  - d. “**Avalara CertCapture**” or “**CertCapture**” means Avalara’s CertCapture Service for exemption certificate storage and management.
  - e. “**Avalara Product**” means any Avalara Property, Avalara Add-On Service, and other Avalara products or services.
  - f. “**Avalara Property**” means all products and services offered by Avalara, including, without limitation, Avalara AvaTax, Avalara Returns, Avalara CertCapture, the Avalara SDK, and other Avalara products and services.
  - g. “**Avalara Professional Services or Professional Services**” means services supplemental to the Avalara Services, including professional consulting services, to be performed for End Users by Avalara’s employees or contractors, as specified in the applicable Order Document.
  - h. “**Avalara Returns**” means the software application for compliance, preparation, and management of sales and use tax returns, treasury, remittance, and notice management, including all updates, upgrades, and accompanying documentation.
  - i. “**Avalara SDK**” means the AvaTax software development kit that enables developers to integrate applications into and is a part of the Service.
  - j. “**Avalara Technology**” means the technology and Intellectual Property that Avalara uses

to provide its products and services, including computer software programs, websites, networks, and equipment. Avalara Technology includes all Avalara Products and Avalara Property.

- k. “**AvaTax**” or “**Avalara AvaTax**” means Avalara’s AvaTax Service for calculating transactional taxes on the sale of goods and services, including sales, use, and value added taxes.
- l. “**Certificate**” means, with respect to CertCapture, each unique image file of a form document for a single jurisdiction uploaded to the CertCapture Service.
- m. “**Certification**” means the successful completion of the process to ensure that the Connector functions in accordance with Avalara’s requirements.
- n. “**Certification Documentation**” means documentation made available to Partner that outlines the requirements to successfully complete Certification. Certification Documentation may be updated from time to time by Avalara in its sole discretion, and Partner may be required to fulfill additional requirements in order to retain such Certification.
- o. “**Certification Logo**” means the visual representation provided by Avalara to Program applicants that signifies Certification, as required under certain Avalara Programs. A Certification Logo will be licensed for Partner’s use upon completion of the required training.
- p. “**Connector**” means a software and communications interface that connects an End User’s software with an Avalara Service.
- q. “**Console**” means the administrative console through which an End User accesses its Avalara account.
- r. “**Documentation**” means a Party’s user guides, training manuals, and other similar information, as updated or revised by that Party from time to time.
- s. “**End User**” means a customer who purchases an Avalara Service in conjunction with Partner’s Connector.
- t. “**Integration**” or “**Integrate**” means development of an interface that enables the Avalara Property and the Solution to work together through the Connector.
- u. “**Intellectual Property**” means all trade secrets, patents and patent applications, Marks, copyrights, moral rights, rights in Inventions, and all other intellectual property and proprietary rights (whether registered or unregistered, any application for the foregoing, and all rights to enforce the foregoing), and all other equivalent rights that may exist anywhere in the world.

- v. “**Invention**” means any work of authorship, invention, know-how, device, design, algorithm, method, process, improvement, concept, idea, expression, discovery or invention, whether or not copyrightable or patentable and whether or not reduced to practice.
- w. “**Leads**” or “**Customer Information**” means complete and up-to-date contact details of third parties that express an interest, or may have an interest, in purchasing the Services.
- x. “**Logo**” means the Marks Avalara provides to Partner in accordance with Section 3(b)(iii) (*Marketing Activities; Avalara Marks*).
- y. “**Mark**” means any trade names, trademarks, service marks, marks and logos owned by a Party (whether registered or unregistered and including any goodwill acquired in such trademarks).
- z. “**Order Document**” means a sales order, statement of work, or other document used to purchase Avalara Products(s) from Avalara.
- aa. “**Our Site**” means [www.avalara.com](http://www.avalara.com) or any other URL owned by Avalara.
- ab. “**Partner**” or “**Business Partner**” or “**Solution Partner**” means the Party who enters into a partnership agreement with Avalara or participates in an Avalara Partner Program.
- ac. “**Partner Portal**” means the website Avalara manages containing information for Partners about Avalara’s Services. Avalara provides Partners with access to the Partner Portal upon execution of the applicable partnership agreement or upon approval as participant in an Avalara Partner Program.
- ad. “**Partner Technology**” or “**Work Product**” means the technology and Intellectual Property that the Partner uses to provide its Connector and the Solution, if applicable, including computer software programs, Partner’s Documentation, schematics, websites, networks, and equipment, as applicable.
- ae. “**Program**” means any program Avalara offers to third parties to partner with Avalara, including programs for developing Connectors and referring potential customers to Avalara in return for commissions.
- af. “**Referred Client**” means an End User other than the Partner who purchases Services or Avalara Professional Services as a result of being referred to Avalara by Partner.
- ag. “**Service**” means the software and/or service offered to End Users by Avalara.
- ah. “**Solution**” means any business or financial software provided by a Partner or third party, such as Enterprise Resource Planning (ERP), Customer Relationship Manager (CRM), or ecommerce platform, including all updates, modifications, and amendments.

- ai. **“Transaction”** means (i) with respect to CertCapture, the collecting (by email, facsimile and/or mail) and the processing (uploading, validating and/or linking) of a document image file for a single jurisdiction on behalf of an End User, and (ii) with respect to AvaTax, an electronic request submitted by End User to the AvaTax system to calculate tax, post a document, or validate an address.
2. **Service Account.** Subject to the Not for Resale Account Terms located at <https://www.avalara.com/us/en/legal/nfrterms.html> (“**NFR Account Terms**”, “**Terms and Conditions**” or “**AvaTax Terms**”) and incorporated into this Agreement by reference, if applicable, Avalara will provide a Service account to Partner (the “**Not for Resale Account**”, the “**NFR Account**,” or the “**Free Avalara AvaTax License**”).
3. **Proprietary Rights.**
  - a. **Partner’s Intellectual Property.**
    - i. **Partner Technology.** Partner retains all right, title, and interest in all Intellectual Property rights in the Partner Technology, Partner Confidential Information, and all enhancements or improvements to, or derivative works of, the foregoing. Nothing in the Agreement transfers or conveys to Avalara any ownership interest in the Partner Technology, Partner Confidential Information or any Intellectual Property in the foregoing. Partner hereby grants to Avalara a non-transferable (except as permitted under the Agreement), non-exclusive and sub-licensable license to: (A) demonstrate the Connector to End Users and users of the applicable Solution; (B) sell the right to use the Avalara Property in conjunction with the Connector, including use after the termination of the Agreement; (C) test the functionality of the Connector to ensure that the Connector is functional and compatible with Avalara Technology and Services; (D) provide support to End Users; and (E) use the Connector and the Partner Technology to satisfy Avalara’s other obligations under the Agreement.
    - ii. **Restrictions.** Except to the extent required by Avalara (or service providers acting on behalf of Avalara) to exercise its rights or perform its obligations under the Agreement or to provide necessary support to End Users, or as otherwise contemplated by the Agreement or the Partner Documentation, Avalara shall not A) reverse assemble, reverse engineer, decompile, or otherwise attempt to derive source code from any of the Partner Technology; (B) reproduce, modify, create, or prepare derivative works of any of the Partner Technology or Partner Documentation; (C) distribute or display any of the Partner Technology or Partner Documentation; (D) share, sell, rent, lease, or otherwise distribute access to the Partner Technology or use the Partner

Technology to operate any timesharing, service bureau, or similar business; or (E) alter, destroy, or otherwise remove any proprietary notices within the Partner Technology or Partner Documentation.

- iii. **Partner Marks.** Subject to the terms of the Agreement, Partner grants to Avalara a limited, non-exclusive, non-transferable, revocable license to display Partner's Marks solely to market and promote the relationship contemplated by this Agreement.

b. **Avalara's Intellectual Property.**

- i. **Avalara Technology.** Avalara retains and owns all right, title, and interest in all Intellectual Property rights in the Avalara Technology, Avalara's Documentation, Avalara's Confidential Information, the Services, and all enhancements or improvements to, or derivative works of, the foregoing. Any work product created by the Avalara Professional Services (including any Inventions used or developed by Avalara or its subcontractors in connection with the Avalara Professional Services) will be Avalara's Intellectual Property only to the extent that the work product does not incorporate (A) any Partner Intellectual Property or Partner Technology or (B) any works-made-for-hire that Avalara creates for Partner's exclusive use. Nothing in the Agreement transfers to Partner any ownership interest in the Avalara Intellectual Property.
- ii. **Restrictions.** Partner shall use the Services only as set forth in the Agreement and the Documentation. Partner shall not (A) reverse assemble, reverse engineer, decompile, or otherwise attempt to derive source code from any of the Avalara Technology; (B) reproduce, modify, create, or prepare derivative works of any of the Avalara Technology or Documentation; (C) except as permitted by this Agreement, distribute or display any of the Avalara Technology or Documentation; (D) share, sell, rent, lease, or otherwise distribute access to the Services, or use the Services to operate any timesharing, service bureau, or similar business; (E) alter, destroy, or otherwise remove any proprietary notices within the Avalara Technology or Documentation; or (F) disclose the results of any Service or program benchmark tests to any third parties without Avalara's prior written consent.
- iii. **Marketing Activities; Avalara Marks.** In conducting any marketing activities under a Partner Program, Partner shall use only those marketing materials Avalara provides (either directly or through <https://brandguide.brandfolder.com/guide/brandstory>) or approves in writing ("**Avalara Assets**"). Partner shall use the Avalara Assets and Avalara Marks

in compliance with all guidelines Avalara provides. Partner shall not modify the Avalara Assets or Avalara Marks without Avalara's prior written approval. Avalara grants Partner a limited, non-exclusive, non-transferable, non-assignable, revocable right to display the Avalara Assets and Avalara Marks solely to fulfill its obligations under the Agreement. This right to use terminates automatically when the Agreement terminates. Notwithstanding the foregoing, Avalara retains all right, title, and interest in the Avalara Assets and Avalara Marks, and nothing in the Agreement confers any right of ownership in the Avalara Assets or Avalara Marks on Partner, and all use of them inures to Avalara's benefit.

- c. **Suggestions and Feedback.** If either Party provides the other Party with any suggested improvements to a Program, NFR Account, Avalara Assets, the Partner Portal, Intellectual Property, the Services, Partner's Solution or any other products or services of such Party, then that Party also grants the other Party a nonexclusive, perpetual, irrevocable, royalty free, worldwide license, with rights to transfer, sublicense, sell, use, reproduce, display, and make derivative works of such suggested improvements. Notwithstanding the foregoing, nothing in this Section 3(c) (Suggestions and Feedback) grants a Party a license to use any Inventions covered by a registered patent owned by the other Party.

4. **Modification.** Except as may otherwise be provided in the Agreement and except for the rights set forth in Section 3(a), Avalara may modify these General Partner Terms. If Avalara modifies these General Partner Terms, it will provide prior written notice ("**Modification Notice**") to Partner of those modifications at least 30 days prior to the effectiveness of the modifications. If the modifications materially and adversely affect Partner, and Partner does not wish to accept such modifications, then Partner may withdraw Partner's participation in the applicable Program and terminate the applicable Partner Agreement, subject to any wind down obligations in the Partner Agreement by written notice to Avalara.

#### 5. **Term and Termination.**

- a. **Agreement Term.** The term of the Agreement (the "**Term**") begins on the effective date of the first Partner Agreement the Partner enters into and ends on the date of termination or expiration of the final Partner Agreement.
- b. **Termination for Breach or Cause.** Either Party may terminate the Agreement or withdraw from participation in any Program by notice to the other (i) if the other Party materially breaches its obligations under the Agreement and, if the breach is capable of cure, fails to cure the breach within 30 days of the date of notice of breach; or (ii) upon the other Party ceasing to operate in the ordinary course, making an assignment for

benefit of creditors, or becoming the subject of any bankruptcy, liquidation, dissolution, or similar proceeding that is not resolved within 60 days of filing.

- c. **Effects of Termination.** Upon termination, (i) all licenses granted under the Agreement terminate; (ii) subject to a Party's wind down obligations, (1) Avalara shall cease all use of Partner Marks and Partner Technology and (2) Partner shall cease all use of the Avalara Marks and the Avalara Assets; (iii) each Party will remain liable for all fees owed to the other Party; (iv) upon request, each Party will immediately return or, if instructed, destroy the other Party's Confidential Information in its possession or control other than in automatic computer backups. A Party is not required to destroy or return any Confidential Information that must be retained for regulatory, legal, or audit purposes or for compliance with its document retention policies and has no obligation to destroy electronic copies made as part of its routine archival or backup procedures. All provisions that by their nature should survive termination will do so (including, for example, payment obligations, indemnification and defense obligations, and duties of confidentiality).

## 6. Confidential Information.

- a. **Confidential Information.** "**Confidential Information**" means any information disclosed by a Party to the other Party, either directly or indirectly, in writing, orally, or by inspection that (a) is designated as "Confidential," "Proprietary," or some similar designation or (b) by the nature of the information or the circumstances surrounding disclosure, would be reasonably understood as proprietary or confidential.
- b. **Exclusions.** Confidential Information does not include information (i) that is or becomes generally available to the public other than through the action of the receiving Party; (ii) lawfully in the possession of the receiving Party at the time of disclosure without restriction on use or disclosure; (iii) lawfully obtained by the receiving Party from a third party without restriction on use or disclosure or breach of such third party's obligations of confidentiality; or (iv) independently developed by the receiving Party without use of or reference to the disclosing Party's Confidential Information.
- c. **Disclosures Required by Law.** If any applicable law, regulation, or judicial or administrative order requires the receiving Party to disclose any of the disclosing Party's Confidential Information (a "**Disclosure Order**") then, unless otherwise prohibited by the Disclosure Order, the receiving Party will promptly notify the disclosing Party in writing prior to making any such disclosure, in order to facilitate the disclosing Party's efforts to protect its Confidential Information. Following such notification, the receiving Party will cooperate with the disclosing Party, at the disclosing Party's reasonable expense, in seeking and obtaining protection for the disclosing Party's Confidential Information. If, in the absence of a protective order or other remedy or the receipt of a waiver by the

disclosing Party, the receiving Party is legally compelled to disclose Confidential Information by any tribunal, regulatory authority, agency, or similar entity, the receiving Party may disclose, without liability hereunder, that portion of the Confidential Information which is legally required to be disclosed and the receiving Party will exercise its best efforts to preserve the confidentiality of the remaining Confidential Information.

- d. **Restrictions on Use and Disclosure.** Subject to the permitted disclosures set forth in Section 6(c) (Disclosures Required by Law), the receiving Party shall hold Confidential Information in strict confidence and shall not directly or indirectly disclose Confidential Information to third parties. The receiving Party may disclose Confidential Information to an employee, advisor, or consultant (“**Representatives**”) who needs such access in order to fulfill a Party’s obligations under these Terms on the condition that the receiving Party: (i) ensures that such Representatives are bound by a written agreement that is as substantially protective as the Agreement; and (ii) accepts full responsibility for its Representatives’ use of the Confidential Information. The receiving Party shall protect Confidential Information from unauthorized access and disclosure using the same degree of care, but in no event less than a reasonable standard of care, that it uses to protect its own Confidential Information and refrain from reverse engineering, decompiling, or disassembling any Confidential Information.
- e. **Notice.** Each Party will promptly notify the other Party, as reasonably practicable under the circumstances, not to exceed 72 hours from the time of confirmation, of unauthorized access, use, or disclosure of Confidential Information; each Party will reasonably cooperate with the other with respect to such unauthorized access, use, or disclosure, including its containment and investigation. Upon confirmation of any vulnerability or breach of security, a Party will modify its processes and security program as necessary to remediate the vulnerability or breach, at such Party’s sole cost and expense.

## 7. Data Privacy.

- a. **End User Data.** Any data provided to Avalara by an End User is solely governed by the agreement between that End User and Avalara.
- b. **Representatives.** If Partner provides Avalara with any information of an individual employee, agent, or representative that can be used to identify that person and that is protected by law (“**Personal Information**”), Avalara’s use of that information shall be governed by the Avalara Privacy Policy located at <https://www.avalara.com/privacy-policy>.
- c. **General Data Protection Regulation.** Partner shall comply with the General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council (“**GDPR**”) and the U.K. Data Protection Act 2018 and the United Kingdom General Data



Protection Act ("**UK GDPR**") with respect to the exercise of individual data subjects' rights, including, for example, collecting and documenting individual data subjects' affirmative consent to disclose their Personal Information prior to providing such Personal Information to Avalara.

- d. **California Consumer Privacy Act.** Avalara does not sell personal information as that term is defined by the CCPA ("**CCPA Personal Information**"). If Avalara processes CCPA Personal Information for or on behalf of Partner, Avalara collects, retains, uses, and discloses such CCPA Personal Information solely as contemplated by the Agreement, and for no other commercial purpose. "**CCPA**" means California Consumer Privacy Act, Cal. Civ. Code §§ 1798.100 et seq. and implementing regulations. Avalara certifies that it understands and will comply with the restrictions set forth in this Section 7(D) (California Consumer Privacy Act).

## 8. **Warranties.**

- a. **Mutual Warranties.** Each Party represents and warrants to the other Party that (i) it has the authority to enter into the Agreement and perform its obligations hereunder; (ii) the Agreement does not conflict with any other agreement entered into by it; and (iii) it does not conduct business for any unlawful purpose.
- b. **Partner Warranties.** Partner represents and warrants that: (i) the information Partner provides in connection with any Program, including Leads and registration information of Referred Clients and their billing information is current, accurate, and complete; (ii) to the extent Partner provides any Personal Information of data subjects protected by the GDPR or UK GDPR, Partner has the affirmative prior consent of the data subjects to provide such Personal Information to Avalara; (iii) Partner will not engage in any unfair or deceptive marketing practices whether by statement, act, omission, or implication and will immediately cease all such marketing upon a written request from Avalara; and (iv) any Leads or Referred Clients that Partner provides are not on the United States Department of Treasury, Office of Foreign Asset Control's list of Specially Designated National and Blocked Persons.
- c. **Disclaimer of Implied Warranties.** Except as expressly provided in the Agreement, the Programs, the Partner Portal, the Services, and the Avalara Technology are provided on an "as is" and "as available" basis, and neither Party makes any warranties of any kind, whether express, implied, statutory, or otherwise, and each party specifically disclaims all implied warranties to the maximum extent permitted by applicable law.

## 9. **Indemnification.**

- a. **Indemnification by Avalara.** Avalara shall indemnify and defend Partner against any

Losses arising from a third-party claim that (1) Partner's use of the Avalara Technology in accordance with the Agreement infringes a copyright, registered trademark, issued patent, or other Intellectual Property right of such third party (an "**Infringement**"); (2) results from Avalara's breach of the Agreement; or (3) results from Avalara's violation of applicable laws. "**Loss**" means any liability, loss, claim, settlement payment (including any settlement the Indemnitee agrees to pay as long as it is in a written settlement approved by Indemnitor in writing), cost and expense, interest, award, judgment, damages (including punitive damages), fines, fees, penalties, or other charges, filing fees and court costs, witness fees, costs of investigating and defending third party claims, and reasonable attorneys' and other professionals' fees, and any other fees.

- b. **Indemnification by Partner.** Partner will indemnify and defend Avalara against any Losses arising from a third-party claim that (1) Avalara's use of the Partner Technology in accordance with the Agreement causes an Infringement; (2) results from Partner's breach of the Agreement; (3) results from Partner providing Personal Information to Avalara without the prior affirmative consent of the individual data subject; or (4) results from Partner's violation of applicable law.
- c. **Mutual Indemnification.** Each Party shall indemnify and defend the other Party against any Losses resulting from a third-party claim (including any End User claim) arising under such third party's purchase or use of the Indemnitor's products or services, except those claims covered by 9(a)(1) or 9(b)(1) (e.g., as to Avalara, the Services and Avalara Technology; and, as to Partner, the Solution, Connector, and Partner Technology), including, for example, any claims based on warranty or product liability.
- d. **Process.** The obligations of a Party ("**Indemnitor**") to defend or indemnify the other ("**Indemnitee**") under this Section 9 (Indemnification) are subject to the following: (i) the Indemnitee must promptly inform the Indemnitor in writing of any claim within the scope of the Indemnitor's defense or indemnity obligations set forth in the Agreement, provided that Indemnitor shall not be excused from its indemnity obligations for failure to provide prompt notice except to the extent that the Indemnitor is prejudiced by any such failure to provide prompt notice; (ii) the Indemnitor shall be given exclusive control of the defense of such claim and all negotiations relating to the settlement thereof (except that the Indemnitor may not make any admissions on the Indemnitee's behalf or settle any such claim unless the settlement unconditionally releases the Indemnitee of all liability and the Indemnitee may participate in the defense of the claim at its sole cost and expense); and (iii) the Indemnitee must reasonably assist the Indemnitor in all necessary respects in connection with the defense of the claim at the Indemnitor's expense.
- e. If the Avalara Technology or the Partner Technology (each individually, the "**Technology**") is subject to a claim of Infringement and as a result, the Indemnitee's use

of the Indemnitor's Technology is enjoined, then the Indemnitor, shall, at no cost to the Indemnitee, procure for the Indemnitee the right to continue using the Indemnitor's Technology or replace that Technology with non-infringing or modified Technology of materially equivalent functionality. If none of the above options are available on terms that are commercially reasonable, then the Indemnitor may terminate the Indemnitee's right to access and use the Technology, subject to Section 5(c).

- f. Neither Party has any obligation with respect to any actual or claimed Infringement to the extent that the Infringement is caused by (A) the Indemnitee's Technology, (B) use or modification of the Indemnitor's Technology other than as specified in the Documentation or the Agreement, (C) combination of the Indemnitor's Technology with any products, software, services, data, or other materials not provided by the Indemnitor or approved by the Indemnitor in writing if the Infringement would not have occurred but for such combination, or (D) any act or omission by the Indemnitee or any employee, agent, or Affiliate of the Indemnitor in violation of the Agreement, another agreement between the Parties, or applicable law.
- g. **No Third Party Beneficiaries.** This Section 9 (Indemnification) does not confer any rights or remedies upon End Users or any other party but the Parties.
- h. **Exclusive Remedy.** This Section 9 (Indemnification) states the Indemnitor's sole liability and the Indemnitee's exclusive remedy with respect to claims. This Section 9 (Indemnification) does not cover any claims based on an incorrect tax calculation result or other error in accuracy or timeliness of any tax calculation, tax return, or compliance document. Such claims are governed by the applicable terms and expressly excluded from this Agreement.

#### 10. **Exclusion of Certain Claims; Limitation of Liability.**

- a. **Exclusion of Certain Claims.** Neither Party will be liable to the other Party or any other party for any consequential, indirect, special, punitive, incidental, exemplary, or lost profits damages of any kind, whether foreseeable or unforeseeable, including damages for loss of data, goodwill, investments, use of money or use of facilities, interruption in use or availability of data, stoppage of other work, or impairment of other assets, even if advised of the possibility of such damages, arising out of (i) the performance or nonperformance of the Agreement or of products, software, Services, or Avalara Professional Services provided under the Agreement, or (ii) any claim, cause of action, breach of contract, indemnity, or any express or implied warranty, misrepresentation, negligence, strict liability, or other tort. The previous sentence will not apply to instances of gross negligence or willful misconduct, a Party's breach of its confidentiality obligations set forth in

**Section 6 (Confidential Information), or a Party's indemnification obligations set forth in Section 9 (Indemnification).**

- b. **Limitation of Liability.** Except for instances of gross negligence or willful misconduct, a Party's aggregate liability will not exceed the fees paid or payable by Avalara to Partner under the Agreement in the 12-month period immediately preceding the event giving rise to the claim. The previous sentence does not apply to a Party's indemnification obligations set forth in Section 9 (Indemnification), to a Party's obligations to pay fees and expenses when due and payable, or to any infringement or misappropriation by a Party of any Intellectual Property rights of the other Party.
- c. **Limitation of Claims.** Except with respect to claims of infringement or misappropriation of any Intellectual Property, misuse of Confidential Information, or a Party's failure to pay amounts due, neither Party may bring any claim relating to the Agreement more than two years after the events giving rise to the claim occurred.
- d. **General.** Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some or all of the above exclusions or limitations may not apply and the Parties may have additional rights.

**11. Miscellaneous.**

- a. **Payment Information.** If Partner is to receive payments pursuant to a Partner Agreement, Partner shall promptly provide Avalara with any documentation reasonably required by Avalara, including, for example, a W-9.
- b. **Relationship of the Parties; Transparency.** The Agreement does not create a partnership, joint venture, agency, or fiduciary relationship between the Parties. Partner's and Avalara's other business partners are independent of Avalara and are not Avalara's agents. Either Party may disclose any Avalara Partner Program terms that are publicly available, including information about commissions, and the existence of this Agreement. Each Party shall conduct its business in compliance with applicable laws.
- c. **Governing Law; Jurisdiction and Venue.** The Agreement will be governed by laws of the State of New York, without regard to any laws, treaties, or conflicts of laws principles that would apply the law of any other jurisdiction. For any claims or causes of action arising out of the Agreement, the Parties agree to the exclusive jurisdiction of, and venue in, the state and federal courts located in the following locations: (i) if Partner is the plaintiff, in King County, Washington, and (ii) if Avalara is the plaintiff, in the applicable jurisdiction of Partner's corporate headquarters, or if Partner's corporate headquarters are not in the United States, Partner's primary place of business in the United States.

- d. **Equitable Relief.** Each Party acknowledges that damages may be an inadequate remedy if the other Party violates the obligations under the Agreement, and each Party shall have the right, in addition to any other rights it may have, to seek injunctive relief without any obligation to post any bond or similar security.
- e. **Force Majeure.** Neither Party will be responsible for failure or delay of performance caused by circumstances beyond its reasonable control, including earthquake, storm, or other act of God; labor disputes; electrical, telecommunications, or other utility failures; embargoes; riots; acts of government; or acts of terrorism or war (collectively, "**Force Majeure Condition**"). A Party seeking relief from performance under this Section 11(d) (Force Majeure) must (i) provide notice of such circumstances to the other Party as soon as practicable, (ii) use all commercially reasonable efforts to avoid or mitigate such circumstances, and (iii) resume performance as soon as practicable upon the cessation of the circumstances. If the failure or delay continues for more than 30 days, the other Party may, in its discretion, terminate this Agreement. That termination will not result in any liability by either Party.
- f. **Notices.** Avalara will communicate announcements of general interest by email or by posting on its website or in the Partner Portal. Avalara will provide Partner with legal notices by email, mail, or courier to the address provided by Partner. Partner shall immediately notify Avalara if Partner's address for notice changes. Except as otherwise specified in the Agreement, all notices must be in writing, with account notices sent to [customerloyalty@avalara.com](mailto:customerloyalty@avalara.com) and legal notices sent to [legal@avalara.com](mailto:legal@avalara.com).
- g. **Successors and Assigns.** Either Party may assign the Agreement without the other Party's consent to an entity that acquires all or substantially all of its assets or that is an Affiliate of the assigning Party, provided that (i) the assigning Party must provide notice to the other Party of the assignment, (ii) the assignee must agree in writing to be bound by the Agreement, and (iii) the non-assigning Party may prohibit assignment to a competitor. Except as provided above, neither Party may assign its rights or obligations under the Agreement without the other Party's prior written consent, such consent not to be unreasonably withheld or delayed, and any attempt to so assign the Agreement will be null and void. The Agreement will bind and inure to the benefit of each Party's permitted successors and assigns.
- h. **Severability.** If any provision of the Agreement is determined to be invalid or unenforceable by any court, then to the fullest extent permitted by law, that provision will be deemed modified to the extent necessary to make it enforceable and consistent with the original intent of the Parties and all other provisions of the Agreement will remain in full force and effect.

- i. **Waiver.** No waiver of any provision of the Agreement, nor consent by a Party to the breach of or departure from any provision of the Agreement, will in any event be binding on or effective against such Party unless it is in writing and signed by such Party, and then the waiver will be effective only in the specific instance and for the purpose for which given.
  
- j. **Entire Agreement.** These General Partner Terms, together with the Partner Agreement, and all other terms incorporated by reference, constitutes the entire agreement and understanding between the Parties. Except as provided in Section 4 (Modification) of these General Partner Terms, the Agreement may not be modified or amended except by a written instrument executed by both Parties. Partner's standard terms of purchase (including purchase order terms), if any, are inapplicable.