

This Technology Partner Program document describes the terms and conditions of Avalara's Technology Partner Program and is subject to the Avalara Partnership Agreement between Avalara and Partner. The terms and conditions of this Technology Partner Program govern Avalara's offering of the Partner Program described below and Partner's participation in the Program. Terms not defined in this Technology Partner Program are defined in the Avalara Partnership Agreement or the General Partner Terms.

1. **Definitions.** Unless otherwise defined in this Technology Program, the capitalized terms used herein shall have the meaning set forth below:
 - a. "**Certification**" means that Partner has completed the process to ensure that the Connector functions in accordance with Avalara's requirements.
 - b. "**Connector**" means a software and communications interface that connects an End User's business or financial software with an Avalara Service. An Extractor, as defined in the Terms and Conditions, is a form of Connector.
 - c. "**End User**" means a customer who purchases an Avalara Service in conjunction with Partner's Connector.
 - d. "**Service**" means the software and/or service provided to End Users by Avalara. A complete list of Avalara offerings that are considered Services under this Agreement is contained in **Exhibit A**.
2. **Program.** Partner will develop, maintain, and support the Connector(s) submitted to Avalara and achieving Certification.
3. **Commission.** Avalara will pay Partner the percentage set forth in Exhibit A (the "**Commission Rate**") of the amounts attributable to an End User's purchase of Avalara Services set forth in an Order Document or renewal notice that includes access to Partner's Connector (the "**Commission**") according to the terms of this Program.
 - a. **Commission Eligibility.** To be eligible for the Commission:
 - i. Partner's Connector must be Certified and maintained as set forth in this Agreement; and
 - ii. Avalara must receive full payment of all applicable fees from the End User.
 - iii. Partner must have provided all tax documentation that Avalara needs to make payments to Partner, including Partner's W-9.
 - b. **Calculation.** Commission payments are based on percentage of "**Net Revenue**", which is defined as the gross amount actually received by Avalara from an End User for the Services as listed on Customer's Order Document or appearing on Customer's renewal notice. Net Revenue excludes: (a) subsequently credited charges, refunds, or charge backs; (b) charges to an End User for exceeding its Avalara subscription plan level (*such as exceeding the number of transactions or returns included in a subscription plan*); (c) charges in connection with a change made to an End User's Avalara subscription plan during its subscription term; (d) postage, fax, insurance, or other administrative charges; and (e) any taxes, interest, fines, or other charges or assessments imposed or levied by a governmental agency.
 - c. **Exclusions and Limits.**
 - i. If Partner receives Commission under this Agreement, Partner will not be eligible to receive Commission under any other Avalara partner program for

the same order of Services unless otherwise expressly agreed to by the Parties in the Avalara Partnership Agreement.

- ii. Partner shall only be entitled to Commission for Services described in Exhibit A to which Partner's Connector integrates (e.g., a Connector to Avalara AvaTax is eligible to earn Commission for Avalara AvaTax items).
- iii. For End Users who purchase multiple Connectors, the Commission will be split as described in this section. The calculation will be made at the time that the End User purchases a product or service and/or renews a subscription and will be based on the number of Connectors used by the End User at that time. In the event that the Commission is split under this section, Partner's Commission Rate will be calculated as follows: $C = (X/Y)*Z$, where C is the Commission Rate that Partner will receive, X is the number of Connectors provided by Partner to the End User, Y is the total number of Connectors ordered by the End User, and Z is the applicable Commission Rate specified in Exhibit A. For example, if a new End User remits to Avalara Net Revenue of \$30,000, that End User uses three Connectors at that time, of which two are provided by Partner, and the applicable Commission Rate specified in Exhibit A is 10%, then Partner's Commission Rate would be 6.7% (2/3 of 10%) and Partner would receive \$2,000 (6.7% of \$30,000) in Commission for this End User.
- d. **No Additional End User Fees.** As consideration for the Commission provided under this Agreement, Partner agrees to make the Connector available to End Users at no additional cost (including, but not limited to, fees for installation or maintenance of the Connector).

4. Development, Certification, and Acceptance.

- a. **Certification Submission.** Avalara will assist with Partner's development of the Connector through documentation and specifications Avalara makes available at <http://developer.avalara.com>. Avalara's Certification team will also be available as reasonably requested by Partner to answer any questions Partner may have regarding development and Certification of the Connector. Partner will use commercially reasonable efforts to develop and submit the Connector for Certification in accordance with the acceptance criteria and Certification documentation, **within 90 calendar days** of the Effective Date.
- b. **Acceptance and Certification.** Each Connector will be subject to Avalara's final approval and acceptance prior to Certification. To achieve Certification for each Connector, Partner must ensure the Connector meets the acceptance testing criteria made available by Avalara, and Partner will submit the Connector and the results of such testing to Avalara for acceptance. Avalara will also independently test and evaluate each Connector. If Avalara rejects a Connector, Partner will correct the Connector and will resubmit the Connector to Avalara for Certification. If Partner's Connector is not accepted by Avalara, Avalara will provide Partner with a written report describing the reasons for non-acceptance. Partner will not be eligible to receive Commission for a Connector unless and until such Connector has been certified by Avalara.
- c. **Connector Documentation, Training, and Access.** Partner will: (a) provide documentation for installation and user support (for example, user guides) to Avalara in a format specified by Avalara, (b) provide training resources to Avalara's personnel on all aspects of the Connector (including training sessions via webinar and technical documentation), and (c) provide access necessary to enable Avalara to demonstrate the Connector to End Users and to provide support as set forth in Section 5.3 (Technical Support) below.
- d. **Costs.** Unless otherwise specified in this Agreement, Partner will bear sole responsibility for all expenses incurred in connection with the development, maintenance, and support

of its Connector(s).

5. Connector Maintenance and Support.

- a. **Maintenance.** Partner will use commercially reasonable efforts to ensure that each Connector remains functional and compatible in all material respects with Avalara's Services. If an updated, modified, or new version of Avalara's Services affects the functionality of a Connector, Partner will update the Connector to ensure proper functionality and compatibility and will provide the updated Connector to End Users within a commercially reasonable period of time.
- b. **Commission Suspension.** If Partner fails to maintain the functionality and compatibility of a Connector, Avalara will provide Partner with notice of such failure via email or through Avalara's Partner Portal. If Partner does not correct its failure within 30 days of the date of the notice, Partner shall not earn Commission for which it would otherwise be eligible under the Program, and Partner will not be eligible to restart earning Commission until such functionality and compatibility issues are resolved.
- c. **Technical Support.**
 - i. **Partner Support.** At Partner's expense, Partner will provide technical support to Avalara and to End Users to answer questions and resolve problems to the extent such questions or problems relate to the Connector. Requests for technical support may come directly or by escalation or referral by Avalara. Partner will use commercially reasonable efforts to respond to technical support requests for the Connector within two business days and at no less than the same level of support that Partner provides to Partner's own customers and end users.
 - ii. **Avalara Support.** Avalara will provide technical support relating specifically to Avalara's Services. If Partner determines that a problem experienced by an End User is caused by Avalara's Services and not Partner's Connector, Partner will refer such End User to Avalara for technical assistance.

6. Marketing.

- a. **Partner Business Plan.** The Parties will collaborate to establish a detailed marketing and sales plan ("**Partner Business Plan**") to promote the Connector within 30 calendar days after the Effective Date and will review and revise the Partner Business Plan on an annual basis thereafter. As part of the Partner Business Plan, Partner will: (a) participate in regular reviews of the business and the marketing activities in the Partner Business Plan, and (b) permit Avalara and third parties to promote and make available the Connector to potential End Users.
- b. **Marketing upon Certification.** Upon Certification of each Connector: (a) Partner will be eligible to use Avalara's Certification Logo for Partner's Connector; (b) the Parties may issue a joint press release announcing the Certification and the availability of Partner's Connector; and (c) the Parties will advertise the availability and features of Partner's Connector on their respective websites.

7. Fees and Payment.

- a. **Payment.** Avalara will pay Commission payments ("**Payment(s)**") on a monthly basis. Payments will be remitted to Partner within 30 days following the last day of the month in which the Commission was earned. Payments will only include amounts for funds actually collected by Avalara from End Users whose right to a refund has expired (typically, the right to refund expires after 60 days). Avalara will track commissionable sales to End Users and make those reports available to Partner. The form, content, and frequency of the reports may vary from time to time in Avalara's sole discretion. Any Commissions due for funds collected by Avalara from End Users after the applicable

- i. All rights and licenses granted under this Agreement will immediately cease;
 - ii. Partner will have no obligation to support or maintain Connector(s), and Avalara will stop charging End Users for their use of the Connector upon the expiration of their then-current Subscription Terms;
 - iii. End Users of Partner’s deployed on-premise solution(s), if any, have the right to continue to use the associated Connector(s) at their own risk, and Partner shall have no obligations with regard to such use;
 - iv. Each Party will immediately stop using and either destroy or delete any Confidential Information (*as defined in the General Partner Terms*) provided by the other Party under this Agreement; and
 - v. Those provisions of this Agreement that by their nature should survive termination or expiration will survive, including, but not limited to, ownership provisions, confidentiality, disclaimers, indemnities, and limitations of liability.
11. **Wind Down.** Both Parties acknowledge that some End Users subscribe to the Services based on the availability of Partner’s Connector and rely on the availability of that Connector. To mitigate any disruption to those End Users, for a period not to exceed 18 months after the date of any termination or expiration of this Agreement, both Parties (a) will ensure that existing End Users can continue to use the Connector and the applicable Service for the remainder of those End Users’ subscriptions, and (b) will continue to perform their maintenance and support obligations under this Agreement with respect to Connectors and Services until all Avalara Service subscriptions with End Users using Partner’s Connector have terminated or transitioned to other Connectors.
12. **Option to Purchase and Notice of Sale or Change of Control.** If the Connector integrates with software or services developed by a third party or if the Connector is installed locally by End Users, the following additional sections apply:
- a. **Option to Purchase.** During the Term of this Agreement and for a period of 12 months after the termination or other expiration of this Agreement, Avalara will have the option to purchase all rights to any Connector developed by Partner under this Agreement for an amount equal to the greater of \$10,000 or the Commission earned by Partner for the Connector for the 12 full calendar months preceding the termination or expiration of the Agreement. Upon Avalara’s exercise of this option, Partner shall: (a) transfer to Avalara the right, title, and benefit in and to the Connector, including all Intellectual Property Rights; (b) provide Avalara with all code and documentation necessary to maintain and improve the Connector; and (c) provide full cooperation in ensuring that this transfer of rights and information is conducted in an expeditious manner that minimizes disruption to Avalara’s business.
 - b. **Notice of Sale or Change of Control.** Partner shall provide notice to Avalara of any contemplated sale or change of control of Partner or a Connector that, if completed, would impact ownership of the Connector, and Avalara will have 60 calendar days from the date of receipt of such notice to elect the option and right to purchase the Connector in accordance with the terms of Section 12(a) (Option to Purchase). Such notice shall include (i) the identity of the offeror, and (ii) the terms of the offer that relate to the Connector. Partner shall not convey any rights in the Connector until the earlier of either (a) the end of the 60-day period or (b) Avalara’s notice to Partner that Avalara has waived Avalara’s option to purchase the Connector.

Exhibit A: Commissions Rates Table

Product	Item	Commission Rates
Avalara AvaTax	Activation	10%
	Connector	10%

	Consumer Use Tax (Primary & Additive)	10%
	Service	10%
AvaTax for Communications	Annual Subscription	10%
	Connector	10%
CertCapture	Activation	10%
	Connector	10%
	Service	10%
VAT Reporting	Connector	10%
	Service	10%
VAT Expert	Connector	10%
	Service	10%
Avalara AvaTax Excise	Connector	10%
	Service	10%
Avalara e-Invoicing and Live Reporting	Connector	10%
	Service	10%