

These Avalara for Technology Partners Terms and Conditions (“**Technology Partner Terms**”) govern Avalara’s offering of, and Partner’s participation in, Avalara for Technology Partners (the “**Program**”), and are in addition to and incorporate by reference the Avalara Partner Program General Terms and Conditions (located at <http://partners.avalara.com/partnergeneralterms>) (the “**General Partner Terms**”), as well as the Avalara Partner Program Agreement between Avalara and Partner (the “**Partner Program Agreement**”). Terms not defined in these Technology Partner Terms are defined in the General Partner Terms or the Partner Program Agreement. If a provision of these Technology Partner Terms conflict with the General Partner Terms or the Partner Program Agreement, the Partner Program Agreement governs, followed by these Technology Partner Terms, and, lastly, the General Partner Terms.

1. **Definitions.** The capitalized terms used herein shall have the meanings set forth below:

“**Certification**” means that Partner has completed the process to ensure the Connector functions in accordance with Avalara’s requirements, and Avalara has provided final approval and acceptance of the Connector. A Connector is “**Certified**” if Avalara issues Certification.

“**Connector**” means a software and communications interface that connects a Customer’s business or financial software with an Avalara Service.

“**Customer**” means a customer who purchases an Avalara Service in conjunction with Partner’s Connector.

“**Financial Incentives**” means the amounts payable to Partner by Avalara as compensation for a Customer’s purchase of Avalara’s Services in accordance with Section 3 below.

“**Service**” means the software or service provided to Customers by Avalara that is eligible for Connector Incentives. The Services are set forth in **Exhibit A**.

“**Service Fees**” means the fee types that are eligible for Connector Incentives. The Service Fees are set forth in **Exhibit A**

2. **Avalara for Technology Partners.** Partner will develop, maintain, and support the Connector(s) submitted to Avalara and achieve and maintain Certification.

a. **Partner Tiers.** The Program has different tiers with associated requirements and benefits (“**Partner Tiers**”) for which Partner may qualify. The requirements to qualify for each Partner Tier (“**Partner Tier Requirements**”) are set forth in **Exhibit B**. Partner’s satisfaction of the Partner Tier Requirements and resulting Partner Tier will be determined based on Partner’s qualifying activities during the prior calendar year. If Partner qualifies for a higher Partner Tier during the first half of the current calendar year, Partner will be upgraded to the higher Partner Tier for the second half of the current calendar year. If Partner fails to maintain the Partner Tier Requirements associated with Partner’s current Partner Tier, Partner will be downgraded to a lower Partner Tier at the end of the current calendar year. At the start of Partner’s Initial Term, Partner will be a Registered Partner. “**Registered Partner**” means a partner enrolled in the Program that does not qualify for any Partner Tier.

b. **Avalara for Technology Partners Benefits.** The benefits associated with each Partner Tier of the Program are set forth in the Avalara Partner Program Guide located at <http://www.avalara.com/partner/program-guide.html> (“**Program Guide**”).

c. **Modifications to Program Guide.** Avalara may modify the Program Guide periodically without notice, with such modifications becoming effective upon the date set forth at the top of the Program Guide. Partner should review the Program Guide regularly to ensure awareness of any modifications.

3. **Financial Incentives.** Subject to these Technology Partner Terms, Partner will earn Financial Incentives when a Customer purchases Avalara Services as set forth in an applicable Order Document or renewal notice that includes access to Partner’s Certified Connector (“**Connector Incentive**”).

- a. **Connector Incentive Eligibility.** To be eligible to earn Connector Incentives, Partner must meet the following conditions:
  - i. Partner's Connector must be Certified and maintained as set forth in these Technology Partner Terms;
  - ii. Avalara must have received full payment of all applicable fees from the Customer; and
  - iii. Partner must have provided all tax documentation and other information that Avalara needs to make payments to Partner, including Partner's W-9 or equivalent document.
- b. **Calculation.** Connector Incentives are calculated by multiplying the applicable percentage set forth in **Exhibit A ("Connector Incentive Rate")** by Net Revenue. "**Net Revenue**" means the gross amount of Service Fees actually received by Avalara from a Customer for the Services being used with Partner's Certified Connector, as set forth in the applicable Order Document or renewal notice. Net Revenue excludes: (i) subsequently credited charges, refunds, or charge backs; (ii) charges to an Customer for exceeding its Avalara subscription plan level (such as exceeding the number of transactions or returns included in a subscription plan); (iii) charges in connection with a change made to an Customer's Avalara subscription plan during its subscription term; (iv) postage, fax, insurance, or other administrative charges; and (v) any taxes, interest, fines, or other charges or assessments imposed or levied by a governmental agency.
- c. **Exclusions and Limits.**
  - i. Except as may otherwise be provided in the Partner Program Agreement, if Partner receives a Connector Incentive under these Technology Partner Terms, Partner will not be eligible to receive financial incentives under any other Partner Program offered by Avalara for the same order of Services.
  - ii. Partner shall only be entitled to Connector Incentives for Services described in **Exhibit A** that are purchased by a Customer for use with Partner's Certified Connector (e.g., a Certified Connector to Avalara AvaTax is eligible to earn Connector Incentives for Avalara AvaTax items).
  - iii. For Customers who purchase multiple Connectors, the Connector Incentive will be split as described in this section. The calculation will be made at the time the Customer purchases or renews a Service subscription and will be based on the number of Connectors used by the Customer at that time. If the Connector Incentive is split under this section, Partner's Connector Incentive Rate will be calculated as follows:  $C = (X/Y) * Z$ , where C is the Connector Incentive Rate that Partner will receive, X is the number of Certified Connectors provided by Partner to the Customer, Y is the total number of Connectors ordered by the Customer, and Z is the applicable Connector Incentive Rate specified in **Exhibit A**. For example, if a new Customer remits to Avalara Net Revenue of \$30,000, that Customer uses three Connectors at that time, of which two are provided by Partner, and the applicable Connector Incentive Rate specified in Exhibit A is 10%, then Partner's Connector Incentive Rate would be 6.7% (2/3 of 10%) and Partner would receive \$2,000 (6.7% of \$30,000) in Connector Incentives for this Customer.
- d. **No Additional Customer Fees.** As consideration for the Connector Incentives provided under these Technology Partner Terms, Partner agrees to make the Connector available to Customers 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>. In Avalara's sole discretion, Avalara may assign a resource to support Partner's 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 180 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 does not accept a Connector, Partner will correct the Connector and resubmit it 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. Certification expires after three years, after which the Connector must be resubmitted for Certification in accordance with the then-current guidelines and requirements for Certification.
- 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 Customers and to provide support as set forth in Section 5(c) (*Technical Support*) below.
- d. **Costs.** 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 Customers within a commercially reasonable period of time.
- b. **Failure or Expiration of Certification.** 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 or if Certification is expired, Partner shall not earn Connector Incentives for which it would otherwise be eligible under these Technology Partner Terms, and Partner will not be eligible to restart earning Connector Incentives until such functionality and compatibility issues are resolved. Avalara has no obligation to provide notice of Certification expiration to Partner. Avalara will not enforce this Section 5(b) with respect to Certification expiration until January 1, 2025.
- c. **Technical Support.**
  - i. **Partner Support.** At Partner's expense, Partner will provide technical support to Avalara and to Customers 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 a Customer is caused by Avalara's Services and not Partner's Connector, Partner will refer such Customer to Avalara for technical assistance.

## 6. Fees and Payment.

- a. **Payment.** Avalara will pay Connector Incentive payments ("**Payment(s)**") within 30 days from the end of the calendar month in which the applicable Service Fees were received from Customer. Payments will only include amounts for funds actually collected by Avalara. Avalara will track qualifying sales to Customers and make those reports available to Partner via the Partner Portal. The form, content, and frequency of the reports may vary from time to time in Avalara's sole discretion.
  - b. **Offsets and Refunds.** Subject to Section 6(d) (*Claims*) below, Avalara may deduct or offset amounts owed by Partner to Avalara from any Payments. Partner may owe amounts to Avalara as a result of a Connector Incentive paid for an order of Services where Avalara never receives payment from the Customer, for a Connector Incentive paid for an order of Services that is subsequently refunded to a Customer, or for amounts paid to Partner in error, among others. If the amount owed by Partner under this section exceeds the Payments owed to Partner, Partner will pay Avalara such excess amount owed within 30 calendar days of the date of Avalara's invoice.
  - c. **Taxes.** Each Party will be responsible for any taxes on property it owns or leases, for any franchise or privilege tax on its business, and for any tax based on its income or gross receipts. If withholding of any tax is required under applicable law in respect of any payment by Avalara to Partner hereunder, Avalara will: (a) withhold the appropriate amount from such payment, and (b) remit such amount to the relevant authorities in accordance with applicable laws.
  - d. **Claims.** Any claim for any unpaid, underpaid, or overpaid Connector Incentives made by either Party must be submitted to the other Party in writing within three months after the end of the calendar year in which the event giving rise to the claim occurred. Following the expiration of that period, each Party agrees to waive any and all rights to assert a claim for such unpaid, underpaid, or overpaid Connector Incentives.
  - e. **Partner Invoices.** If applicable, Partner will submit invoices via email to [accountspayable@avalara.com](mailto:accountspayable@avalara.com) or another address provided by Avalara. All invoices will be in U.S. dollars and contain sufficient detail to allow Avalara to determine the accuracy of the amounts billed. Avalara will pay invoices net 45 days from receipt of a correct and undisputed invoice.
  - f. **Avalara Affiliates.** If and to the extent the applicable Services are provided to a Customer by Avalara's Affiliate, Avalara or its Affiliate may make Payments to Partner.
7. **Modification.** Avalara may modify these Technology Partner Terms, including, for example, Exhibit A. If Avalara modifies these Technology Partner Terms, it will provide written notice to Partner of those modifications at least 90 days prior to the effectiveness of the modifications. If modifications materially and adversely affect Partner, and Partner does not wish to accept such modifications, then Partner may terminate Partner's Program Enrollment, and the modifications will not apply during any wind down period (as described in Section 10 (*Wind Down*)). If modifications are necessary to comply with applicable laws, Avalara will use commercially reasonable efforts to provide prior notice when practicable. If Partner does not terminate Partner's Program Enrollment as specified in this Section 7 (*Modification*), then Partner will be bound by the modified terms beginning upon the effective date set forth in the modification notice.
8. **Term.** The initial term of Partner's participation in the Program ("**Partner's Program Enrollment**") will begin on the Effective Date of the Partner Program Agreement and will continue for one year (the "**Initial Term**"). At the end of the Initial Term or then-current Renewal Term, Partner's Program Enrollment will automatically renew for an additional one-year period (a "**Renewal Term**") unless either Party provides written notice of non-renewal to the other Party at least 30 calendar days' prior to the expiration of the then-current Initial Term or Renewal Term. The Initial Term and each



Renewal Term are collectively referred to as the “**Term**”.

9. **Termination.**

- a. **Material Breach.** Either Party may immediately terminate Partner’s Program Enrollment for cause by giving written notice of termination to the other if the other Party materially breaches any of its contractual obligations related to Partner’s participation in the Program and does not cure the breach within 30 calendar days after the non-breaching Party gives written notice to the breaching Party.
- b. **Effect of Termination or Expiration.** Except as otherwise provided in these Technology Partner Terms or the General Partner Terms, upon termination or expiration of Partner’s Program Enrollment:
  - i. All rights and licenses granted under in connection with Partner’s participation in the Program will immediately cease;
  - ii. Partner will have no obligation to support or maintain Connector(s), and Avalara will stop charging Customers for their use of the Connector upon the expiration of their then-current subscription terms;
  - iii. Customers 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 in connection with Partner’s participation in the Program; and
  - v. Those provisions of these Technology Partner Terms, the General Partner Terms, and Partner Program Agreement that by their nature should survive termination or expiration will survive, including, for example, ownership provisions, confidentiality, disclaimers, indemnities, and limitations of liability.

10. **Wind Down.** Both Parties acknowledge that some Customers 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 Customers, for a period not to exceed 18 months after the date of any termination or expiration of Partner’s Program Enrollment, both Parties (a) will ensure that existing Customers can continue to use the Connector and the applicable Service for the remainder of those Customers’ subscriptions, and (b) will continue to perform their maintenance and support obligations under these Technology Partner Terms with respect to Connectors and Services until all Avalara Service subscriptions with Customers using Partner’s Connector have terminated or transitioned to other Connectors.

11. **Option to Purchase and Notice of Sale or Change of Control.** This Section 11 does not apply to Connectors that integrate with a SaaS solution owned or managed by Partner. If the Connector integrates with software or services developed by a third party or if the Connector is installed locally by Customers, the following additional sections apply:

- a. **Option to Purchase.** During the Term and for a period of 12 months after the termination or expiration of Partner’s Program Enrollment, Avalara will have the option to purchase all rights to any Connector developed by Partner under these Technology Partner Terms for an amount equal to the greater of \$10,000 or the Connector Incentives earned by Partner for the Connector for the 12 months preceding the termination or expiration of Partner’s Program Enrollment. Upon Avalara’s exercise of this option, Partner shall: (i) transfer to Avalara the right, title, and benefit in and to the Connector, including all Intellectual Property; (ii) provide Avalara with all code and documentation necessary to maintain and improve the Connector; and (iii) 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 11(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 (1) the end of the 60-day period or (2) Avalara's notice to Partner that Avalara has waived Avalara's option to purchase the Connector.

## Exhibit A

### Connector Incentive Rates

| <b>Service</b>                         | <b>Service Fee</b>  | <b>Connector Incentive Rate</b> |
|--|---------------------|---------------------------------|
| Avalara AvaTax                         | Activation          | 10%                             |
|  | Connector           | 10%                             |
|  | Service             | 10%                             |
| AvaTax for Communications              | Annual Subscription | 10%                             |
|  | Connector           | 10%                             |
| CertCapture                            | Activation          | 10%                             |
|  | Connector           | 10%                             |
|  | Service             | 10%                             |
| Exemption Certificate Management (ECM) | Activation          | 10%                             |
|  | Service             | 10%                             |
| VAT Reporting                          | Connector           | 10%                             |
|  | Service             | 10%                             |
| Avalara AvaTax Excise                  | Connector           | 10%                             |
|  | Service             | 10%                             |
| Avalara e-Invoicing and Live Reporting | Connector           | 10%                             |
|  | Service             | 10%                             |

## Exhibit B

### Partner Tier Requirements

#### 1. Additional Definitions.

“**Annual Business Plan**” means a detailed marketing and sales plan to promote the Services established jointly by the Parties that is reviewed and revised t on an annual basis. To satisfy the applicable Partner Tier Requirement, Partner must participate in regular reviews of the Parties’ activities performed in accordance with the Partner Business Plan.

“**Marketing Contact**” means a representative of Partner that has been assigned to work with Avalara to market the Services.

“**Certified Implementation Expert**” means a representative of Partner that has successfully completed the Avalara Certified Implementation Expert Training.

“**Joint Customer Success Story**” means a case study, testimonial, or other marketing asset created and agreed upon jointly by Avalara and Partner that focuses on a mutual customer’s experience using the Services.

“**Partner Executive Sponsorship**” means an executive-level employee of Partner assigned to work with Avalara’s executive team.

#### 2. Partner Tier Requirements for Avalara for Technology Partners.

|                                 | Premier (Tier 1)                   | Preferred (Tier 2)                         | Authorized (Tier 3) |
|---------------------------------|------------------------------------|--|---------------------|
| Net Revenue                     | ≥ \$1,500,000                      | ≥ \$250,000                                | ≥ \$0               |
| Certified Connector             | 1                                  | 1  | 1                   |
| Annual Business Planning        | Required, with quarterly check-ins | Recommended only, with quarterly check-ins | Not Required        |
| Partner Executive Sponsorship   | Required                           | Recommended only                           | Not Required        |
| Joint Customer Success Story    | 1                                  | Recommended only                           | Recommended only    |
| Certified Implementation Expert | 2+                                 | 1  | 0                   |
| Marketing Contact               | Required                           | Required                                   | Not Required        |