

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

1. **Definitions.** Capitalized terms used in this Certified Implementer Program have the following meanings:
 - a. "**Certification**" means that Implementer and all Implementer employees who are performing Implementation Services meet the Certified Implementer Program certification standards established by Avalara from time to time, including requirements for training and implementation with respect to Avalara Services and related services and maintaining continued knowledge in the applicable technical areas and product specifications.
 - b. "**Certified Implementer**" means an Implementer who has completed the requirements, as set forth in this Certified Implementer Program, to participate in the Program.
 - c. "**CIP Badge**" means a Certified Implementer Program badge that Avalara licenses to Implementer for use in accordance with this Program. CIP Badges are Avalara's Intellectual Property.
 - d. "**End User**" means a customer who purchases an Avalara Service and for whom Implementer is performing Implementation Services.
 - e. "**Engagement Agreement**" means an agreement between Avalara and Implementer in which Implementer, as a subcontractor to Avalara, agrees to perform Implementation Services for an End User.
 - f. "**Implementation Services**" means professional services provided by Partner to End Users for implementation, integration, testing, and set up of Avalara Services.
2. **Certification.** Implementer will acquire and maintain Certification. Implementer must satisfy the following requirements to achieve and maintain Certification:
 - a. **Training.** Implementer's employees will complete the following training (collectively, CIP Training and Ongoing Training are "**Training**"):
 - i. **Certified Implementer Program (CIP) Training.** Implementer's employees

must complete CIP training, as established by Avalara from time to time. Such employees must pass an exam administered by Avalara at the completion of CIP training (collectively, the initial implementer training and passage of the exam is the “**CIP Training**”). Implementer is not eligible to be considered as a Certified Implementer until at least two employees have completed CIP Training. At least two employees must complete CIP Training within six months of the Effective Date.

- ii. **Ongoing Training.** Implementer’s employees who complete CIP Training shall also complete annual continuing education classes, as determined by Avalara from time to time, and successfully pass corresponding exams, if applicable (“**Ongoing Training**”).
- iii. **Employee Requirements.** At least two employees who have completed CIP Training (or who are making a good faith effort to promptly complete CIP Training as determined by Avalara in its sole discretion) must be employed by Implementer at all times during the Term of this Agreement. Implementer shall promptly notify Avalara if any Implementer employees who have completed CIP Training are no longer employed by Implementer. Each employee must complete two implementations every twelve months beginning upon such employee’s CIP Training completion.
- iv. **Documentation.** Avalara will collect and store personal information of Implementer’s employees (i) solely as required for the purposes of this CIP Agreement (for example, documenting the participation of such employees in Training) and (ii) in accordance with Avalara’s Privacy Policy. Implementer shall provide such employees a copy of Avalara’s Privacy Policy. See the Avalara Privacy Policy located at <https://www.avalara.com/privacy-policy>.

- b. **Acceptance.** Avalara shall provide written notice to Implementer upon Implementer’s completion of all Certification requirements and acceptance into the Certified Implementer Program.

- 3. **Implementer Services Program Benefits; License.** Following Certification, Implementer will be listed on Avalara’s Certified Implementer page. Furthermore, Avalara grants to Implementer, during the Term, a worldwide, royalty-free, non-exclusive, non- sublicensable, non-transferable, revocable license to use the CIP Badges for which Implementer is eligible, solely for promotion of Implementer’s participation in the Certified Implementer Program and subject to the terms of this Certified Implementer Program. Implementer shall use the CIP Badges in compliance with all guidelines Avalara provides.
- 4. **Suspension.** If Implementer fails to fulfill its obligations under this Certified Implementer Program,

Avalara may suspend Implementer's participation in the Certified Implementer Program. Avalara shall deliver to Implementer a written notice identifying Implementer's deficiencies, and Implementer shall have 30 days in which to cure (if capable of cure) such deficiencies. For example, Avalara may suspend Implementer's participation in the Certified Implementer Program if: (i) Implementer fails to complete Training or maintain the requisite number of Certified employees; (ii) Implementer's employees fail to complete the required implementations (as set forth in Section 2(a)(iii) (*Employee Requirements*)); (iii) Implementer misuses the CIP Badges; or (iv) Avalara has reasonable concerns about the Implementation Services. If Avalara suspends Implementer's participation in the Certified Implementer Program, Avalara may: (i) direct Implementer to immediately cease use of Avalara's Intellectual Property; (ii) remove Implementer from Avalara's Certified Implementer page; (iii) prohibit Implementer from performing Implementation Services; and (iv) inform End Users of Implementer's suspension. If Implementer does not cure the deficiencies within the 30-day period, Avalara reserves the right to immediately terminate Implementer's participation in this Certified Implementer, subject to Section 8(d) (*Effects of Termination*) of this Certified Implementer Program and Section 4(c) (*Effects of Termination*) of the General Partner Terms.

5. **No Exclusivity.** Implementer acknowledges and agrees that Avalara will engage with other Certified Implementers and will provide CIP Badges and other Certified Implementer Program benefits to such Implementers. Avalara has no obligation to use Implementer for Implementation Services, and customers who purchase Services from Avalara are not required to engage Implementer and may use implementation services provided by Avalara or other implementers.
6. **Service Representations.** Implementer shall limit its representations regarding Avalara's Services to those contained in this Certified Implementer Program or to those expressly set forth in Avalara's Documentation. Implementer shall not make any other representations, and Implementer shall make no warranties, with respect to Avalara's Services. Accordingly, Implementer will indemnify, and hold Avalara harmless from and against any damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) ("**Losses**") arising out of or in connection with any third-party claim, action, proceeding or investigation ("**Claim**") made by End Users based on representations and warranties made by Implementer that exceed the scope set forth in this Certified Implementer Program or the Documentation.
7. **Suggestions.** If Implementer provides Avalara with any suggested improvements to the Certified Implementer Program or Avalara's products or services, then Implementer grants Avalara a non-exclusive, worldwide, irrevocable, perpetual, fully paid up, and royalty-free license to, with rights to transfer, sublicense, sell, use, reproduce, display, and make derivative works of, such suggested improvements.
8. **Term and Termination.**
 - a. **Term.** The initial term of this Agreement begins on the Effective Date and will continue

for a period of 12 months (the “**Initial Term**”), unless earlier terminated in accordance with this Section 8. Upon expiration of the Initial Term, this Agreement will automatically renew for successive 12-month periods (each, a “**Renewal Term**”), unless earlier terminated in accordance with this Section 8. The Initial Term and each Renewal Term are collectively referred to in this Program as the “**Term**.”

- b. **Termination for Convenience.** Either party may terminate this Agreement for any reason by providing the other party with 30 days’ prior written notice of termination.
 - c. **Termination for Breach.** Either party may immediately terminate this Agreement by written notice to the other: (a) if the other party materially breaches any of its obligations under this Agreement, and, if the breach is capable of cure, fails to cure the breach within 30 days of receipt of notice of breach; or (b) upon the party ceasing to operate in the ordinary course, making an assignment for benefit of creditors or similar disposition of its assets, or becoming the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding.
 - d. **Effects of Termination.** Upon termination of this Agreement, in order to minimize impact to End Users, Implementer and Avalara will work together in good faith until the Implementation Services are complete or transitioned to Avalara or another Avalara implementer. For clarity, the provisions of Section 4(c) (*Effects of Termination*) of the General Partner Terms also apply upon termination of this Agreement.
9. **Indemnification.** In addition to the indemnification obligations set forth in the Agreement, Implementer will indemnify Avalara, its Affiliates, and their respective employees, officers, directors, agents, and shareholders from and against any Losses arising out of or in connection with any Claim based on or arising out of the Implementation Services.
10. **Modification.** Avalara may modify this Certified Implementer Program. If Avalara modifies this Program, it will provide written notice to Implementer of those modifications at least 30 days prior to the effective date of the modifications. If Implementer does not wish to accept such modifications, then Implementer may terminate its participation in the Certified Implementer Program and this Agreement, subject to Section 8(d) (*Effects of Termination*), by written notice to Avalara. If Implementer does not terminate its participation in the Program as specified in this Section 10 (*Modification*), then Implementer will be bound by the modified terms beginning upon the effective date set forth in the modification notice.