

THESE NFR ACCOUNT TERMS AND CONDITIONS ("**NFR Terms**") govern Partner's use of the NFR Account and are subject to the Avalara Partner Program General Terms and Conditions (the "**General Partner Terms**"; together with any Program terms, the "**Agreement**"). To the extent these NFR Terms conflict with the General Partner Terms, the NFR Terms govern.

1. **Use of the NFR Account.** Avalara grants Partner a nonexclusive, nontransferable right to access and use the NFR Account during the Term, solely for its internal business operations, to develop, test, and demonstrate Connectors in compliance with Avalara's instructions. Avalara reserves all other rights. Partner shall not use the NFR Account to calculate taxes for itself, its customers, or any third parties. Partner shall not use the NFR Account to process Confidential Information or personal information (as defined by applicable law). Partner shall comply with the Acceptable Use Policy located at <https://www.avalara.com/legal/acceptable-use>.
2. **Term; Suspension.** Subject to the General Partner Terms, Partner may access and use the NFR Account during the Term. Avalara may suspend the NFR Account without notice if (a) Partner's use of the NFR Account creates a risk to the security or performance of Avalara's services, the network, or any Avalara customer or partner; or (b) Partner breaches the Agreement or applicable law.
3. **Disclaimer of Warranties.** **The NFR Account is provided "as is" without warranty of any kind, and Avalara makes no warranties or conditions to Partner or any other party, whether express, statutory, implied, or otherwise. Avalara specifically disclaims the implied warranties and conditions of merchantability, fitness for a particular purpose, and non-infringement with respect to the NFR Account.**
4. **Exclusion of Claims.** Avalara has no liability to Partner or any other party with respect to the NFR Account for any direct damages, cost of cover or 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 or investments, use of money or 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 and even if such damages are reasonably foreseeable.
5. **No Indemnification.** Avalara provides the NFR Account to Partner as a courtesy. Avalara has no indemnification obligations to Partner with respect to the NFR Account under the General Partner Terms.
6. **No Guarantee.** The AvaTax Supplemental Terms located at <https://www.avalara.com/avatax-terms> do not apply to Partner's use of the NFR Account. No guarantees, including, for example, the Accuracy Guarantee in the AvaTax Supplemental Terms, apply to the NFR Account.