

These Avalara MyLodgeTax Terms & Conditions (the “*MLT Terms*”) are a legal agreement between Avalara, Inc., and its Affiliates (collectively, “*Avalara*”) and customers that use the Services. The MLT Terms govern Customer’s use of the Services as defined herein. By accessing or using the Services, Customer agrees to be bound by these MLT Terms, including all terms incorporated herein by reference. If Customer does not agree to these MLT Terms, Customer must not access or use the Services.

Avalara periodically updates these MLT Terms, so Customer must regularly review them. Avalara will post the effective date of any updates at the beginning of these MLT Terms. By continuing to use the Services after an update, Customer agrees to the terms of the update.

1. **Definitions.** Unless otherwise defined in these MLT Terms, 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. “**Applicable Laws**” means all applicable local, state, provincial, federal, and international laws and regulations.
 - c. “**Avalara Technology**” means the technology and intellectual property used in providing the products and services offered by Avalara, including computer software programs, connectors, websites, networks, and equipment. Avalara Technology does not include Third-Party Applications.
 - d. “**Bank Account**” means bank account information for a US bank account from which Property Manager or Property Owners (as applicable) authorizes Avalara to draw by ACH to pay Property Owner’s taxes.
 - e. “**Content**” means all material on the Sites, including information, data, software, photographs, graphs, videos, text, graphics, music, sounds, compilations, and any other content, collectively.
 - f. “**Customer**” means a Property Manager or a Property Owner that uses the Services through a Customer Account.
 - g. “**Customer Account**” means the Account that Avalara enables either for the Property Owner to access and use the Service for its own Properties or for the Property Manager to access and use the Service on behalf of Property Owners.
 - h. “**Customer Data**” means (i) any information, including Personal Information, uploaded, provided, or made accessible to Avalara’s systems by Customer (or by Avalara on behalf of Customer) to use the Sites or Services and (ii) the resulting Customer unique output that is returned by the Sites or Services to Customer.
 - i. “**Documentation**” means Avalara’s user guides, training manuals, and other similar information, as updated or revised by Avalara from time to time, that Avalara provides to Customer at the following location: <https://help.avalara.com> (or a successor website that Avalara may designate from time to time).
 - j. “**Personal Information**” means any information that relates to an identified or identifiable natural person or that reasonably could be used to identify that person, or other data or information defined as personal information under Applicable Law.
 - k. “**Party**” means each of Avalara and Customer.
 - l. “**Property**” means the Property Owner’s real property for which Services are provided through the Customer Account.
 - m. “**Property Manager**” means a Customer who uses the Service through the Customer Account on behalf of Property Owners. For clarity, a Property Manager using the Services for Properties the Property Manager

does not own may also use the Services for its own Properties under the same Customer Account.

- n. **"Property Owner"** means the owner of a Property that is managed under the Customer Account.
 - o. **"Third-Party Applications"** means computer software programs and other technology that are provided or made available to Customer by third parties.
2. **Services.** Through the MyLodgeTax and related website (the **"Sites"**), Avalara provides Content and certain sales and occupancy tax compliance services, including tax license registration, tax license renewal, license support ancillary to tax requirements, tax rate determination, tax return preparation and filing, tax payments, delinquency and notification management, back tax, voluntary disclosure, and other tax services (collectively, the **"Services"**). These MLT Terms govern Avalara's offering of, and Customer's use of, the Services. By purchasing access to the Services, Customer agrees to (a) pay the applicable service fees for such Services and (b) use such Services in compliance with any documentation that Avalara provides or makes available to Customer. Avalara may terminate Customer's use of the Services at any time, for any or no reason, and without prior notice. If Avalara terminates Customer's access to the Services, Customer's sole remedy for such termination will be the refund of the pro-rata amount (if any) of any prepaid amounts for Services that Customer has not yet used at the time of termination. In the event of a termination for Customer's breach, Avalara will not provide a refund. If the Services have been purchased by Property Manager on Property Owner's behalf, Property Manager shall solely control the Customer Account, shall not permit Property Owners to access the MyLodgeTax console, and shall not disclose the Customer Account access credentials to Property Owners. If Avalara modifies these MLT Terms or any other terms of Customer's subscription (including pricing), such modification will be effective for Customer's use of the Services at the beginning of the next billing period for the applicable Services that begins at least 14 days after the date of the update. If Customer does not agree to such modified terms, Customer must contact Avalara to terminate Customer's use of the Services prior to the date that the updated MLT Terms or modification of any other terms of Customer's subscription become effective for Customer.
3. **Authorization.** By requesting the Services, Customer authorizes Avalara to, on Customer's, or Customers' Property Owners', behalf, register with taxing and other relevant authorities and file sales and occupancy tax (or similar) returns, as applicable. Customer also authorizes Avalara to contact and interact with taxing authorities and other third parties on Customer's, or Customers' Property Owners', behalf, but solely related to Avalara's provision of the Services.
4. **Customer's Responsibilities.**
- a. For Avalara to provide the Services to Customer, Customer must comply with its responsibilities in these MLT Terms, including providing timely and accurate information to Avalara. Customer acknowledges that Customer's failure to do so could prevent or impair Avalara's performance of the Services, which in turn could result in delayed payments, overpayments, underpayments, or nonpayments to taxing authorities. Avalara is not liable to Customer for any fees, penalties, or other liabilities incurred by Customer because of Customer's failure to meet Customer's obligations set forth in these Site Terms. As a user of the Services, Customer must:
 - i. If Customer is a Property Manager, provide a copy of the Avalara MyLodgeTax Terms for Property Owners ("**MLT Property Owner Terms**"), found at <https://legal.avalara.com/product-terms.html#mylodgetaxpropertyowners>, to at least one authorized Property Owner for each Property associated with Customer's account. In addition, Property Manager must ensure that its Property Owners execute a funding power of attorney and provide a Bank Account as required. (For clarity, all parties required to make funds available for amounts due to taxing jurisdictions must execute a funding power of attorney and provide a Bank Account. Avalara will only provide the Services to Property Manager, with respect to a Property Owner, after the Property Manager has provided the Property Owner Terms found at to the Property Owners under its Customer Account and has provided a funding power of attorney with Bank Account information to Avalara (if applicable). If the Property Manager will be remitting all funds to the applicable taxing jurisdictions on behalf of a Property Owner, then Property Manager will be

required to provide a funding power of attorney and the Property Manager's Bank Account to Avalara.

- ii. Ensure that the Bank Account or credit card numbers that Customer has on file with Avalara are always up to date with the most current information.
- iii. Ensure the legality of any information it provides to Avalara and the means by which Customer acquired it.
- iv. Provide an accurate street address and other identifying information Avalara requests for the property for which Avalara will be making tax or related filings and payments on Customer's, or Customer's Property Owners' behalf.
- v. Notify Avalara of any material change in status of the Property that could potentially affect the Services, such as a change in ownership, long-term versus short-term rental activity, and suspension or cessation of rental activity.
- vi. Report to Avalara within the required deadline after the tax reporting period all amounts charged by Customer, or each of its Property Owners, for rental of the Property during that period, including rent, fees (such as cleaning fees), and all other amounts charged by Customer or the Property Owners. If the rental activity is reported after the deadline identified in the Documentation, Avalara is not obligated to file the tax returns by the filing deadline. Failure to meet the filing deadline may subject Customer or the Property Owners to additional fees, penalties, and interest for late filing. If Customer does not report its rental activity, or its Property Owners' rental activity, by the required date, Avalara will assume the owner of the Property has no revenue to report and will file a zero-dollar tax return for Customer or its Property Owners, as applicable. In addition, Avalara may file an amended tax return on behalf of Customer or its Property Owners, and Customer will be responsible for all costs and fees related to filing the amended tax return.
- vii. Ensure adequate funds are available in Customer's or its Property Owners' Bank Account to pay the taxes and fees that are owed for the applicable rental activity and the processing fees of Avalara, taxing and other authorities, and other relevant third parties. Avalara reserves all rights and remedies if Customer or Customer's Property Owner fails to have adequate funds available.
- viii. If Customer is a Property Manager, timely and accurately communicate funding deadlines and tax fund amounts to Property Owners. Avalara may refuse to provide Services where a Property Owner fails to timely or sufficiently make tax funds available. Where Avalara files a consolidated return on Property Manager's behalf and a Property Owner has failed to timely or sufficiently make tax funds available, Avalara may elect not to file the return and shall not be liable for any resulting penalties, interest, or notice management. Property Manager understands and agrees that it is responsible for any deficit in tax funds and associated penalties and interest that result from a Property Owner's failure to timely or sufficiently make such funds available and that it will be responsible for all costs and fees related to any notice management services provided by Avalara. Property Manager may provide such funding solely by wire transfer.
- ix. Pay all fees charged by Avalara, including fees for the Services, fees related to amounts paid by Avalara to taxing and other authorities, and any additional fees that Customer incurs in connection with the Services (such as fees for late filings, amended returns, license renewals, and expedited Services).
- x. Ensure that the Property is properly zoned and licensed for short-term rentals and that short-term rental of the Property is permissible under all Applicable Laws, encumbrances, and

agreements relating to the Property. Avalara is not responsible for determining whether your Property is permitted to be a short-term rental.

- xi. Verify the filing status of each tax return or related filing filed on Customer's behalf by Avalara and confirm that the information Customer provided, and that Avalara uses to file each tax return or related licensing or registration document, is complete and accurate. If Customer identifies any errors in such information or problems with the filing status, Customer must promptly, and not later than 10 business days, notify Avalara.
- b. If Customer requires a copy of any tax returns for taxes paid by Avalara on Customer's or Customers' Property Owners' behalf, Customer is responsible for obtaining such copies from the relevant agency. Customer acknowledges and agrees that Avalara will not provide Customer with copies of any tax returns, although to the extent Avalara has the tax return in its records, Avalara will provide it to Customer upon request, but may charge a reasonable fee.

5. **Avalara's Responsibilities.** Provided that Customer meets all its responsibilities to Avalara, Avalara will:

- a. Determine all relevant sales or other taxes on short-term rental activity associated with the Property, based on the street address provided by Customer for the Property.
- b. Use commercially reasonable efforts to ensure registration and licensing with appropriate taxing authorities for the Property's rental activity.
- c. Calculate, complete, and remit on Customer's behalf all tax returns for the Property by the required filing deadline for each tax jurisdiction, based on the rental activity and other information Customer provided to Avalara.
- d. Remit taxes for the Properties to the applicable taxing jurisdictions, provided that Customer, or Property Owner, have timely made sufficient tax funds available to pay for any applicable return. Avalara will not provide funds to pay taxes. If sufficient tax funds are not timely available to Avalara for remitting, Avalara may file the return(s) without tax funds. Customer understands and acknowledges that some taxing jurisdictions do not permit filings to be made without payment and that, in those jurisdictions, Avalara may not file a return at all if tax funds are not timely available to Avalara for remittance.
 - i. Avalara will draw upon the Customer, or the Property Owner's, Bank Account (as applicable) to pay the taxes.
 - ii. Avalara shall hold the tax funds in a trust account prior to disbursement to the applicable taxing jurisdiction. Avalara holds all tax funds in trust for the benefit of the applicable taxing jurisdiction and shall not commingle the tax funds with its general funds but may commingle the tax funds with funds held in trust on behalf of other Avalara customers. Any interest earned on the tax funds accrues for the benefit of and is the sole property of Avalara.

6. **Confidential Information.**

- a. **Confidential Information.** "**Confidential Information**" means all information designated by a Party as confidential, or given the circumstances, would reasonably be understood by the Party receiving the confidential information, (the "**Recipient**") to be confidential, regardless of the form of disclosure. Confidential Information includes, with respect to Avalara, the Avalara Technology and the Documentation, and with respect to Customer all Customer Data and Customer's Personal Information, and with respect to both the Parties, all non-public information relating to business plans, customers and customer lists, data, designs (whether actual, contemplated, experimental, or planned), financial information, forecasts, know-how, methods, market analysis, pricing, products (whether actual, contemplated, experimental, or planned), prerelease offerings, research and development, security policies and processes, source and object code, and strategies of the Party disclosing the confidential information (the "**Discloser**").

- b. **Exclusions.** Confidential Information does not include information that the Recipient can establish that: (i) (except with respect to Personal Information) is or becomes generally known to the public without the Recipient's breach of any obligation owed to the Discloser; (ii) has been rightfully received by the Recipient from a third party without confidentiality restrictions; (iii) is known to the Recipient without any restriction as to use or disclosure prior to first receipt by the Recipient from the Discloser; or (iv) has been independently developed by the Recipient without use of or reference to the Discloser's Confidential Information.
- c. **Disclosures Required by Law.** If any Applicable Laws or judicial or administrative order requires the Recipient to disclose any of the Discloser's Confidential Information then, if legally permitted, the Recipient shall promptly notify the Discloser in writing prior to making any such disclosure, to facilitate the Discloser's efforts to protect its Confidential Information. Following such notification, the Recipient shall cooperate with the Discloser, at the Discloser's reasonable expense, in seeking and obtaining protection for the Discloser's Confidential Information. If, in the absence of a protective order or other remedy or the receipt of a waiver by the Discloser, the Recipient is legally compelled to disclose Confidential Information by any tribunal, regulatory authority, agency, or similar entity, the Recipient may disclose only that portion of the Confidential Information that is legally required to be disclosed and the Recipient shall 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 Recipient shall hold Confidential Information in strict confidence and shall not disclose or authorize the disclosure of Confidential Information to third parties except as otherwise permitted by an agreement in writing, signed by both parties. The Recipient may disclose Confidential Information to a director, officer, employee, consultant, advisor, representative, or agent of the subject Party (a "**Representative**") or service provider on the condition that the Recipient: (i) ensures that such Representative or service provider is bound by a written agreement or other legally binding obligation of confidentiality and restricted use at least as protective as these MLT Terms and (ii) is fully responsible for such Representative's or service provider's disclosure and use of the Confidential Information and its compliance with the obligations of the Recipient under this Section 6(d) (*Restrictions on Use and Disclosure*). The Recipient shall protect Confidential Information of the Discloser 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 of a similar nature and shall not reverse engineer, decompile, or disassemble any such Confidential Information.

7. **No Professional Tax Opinion or Legal Advice; No Guarantee.** Although Avalara strives to ensure that the data, information, and other Content contained in the Services are current and accurate, Avalara is dependent on third parties, including state and local governmental agencies, to timely update and provide information that affects such Content. In addition, many tax rates and regulations rapidly change and require interpretation by qualified tax professionals. Accordingly, Customer acknowledges and agrees that Avalara does not provide legal advice, including professional tax opinions or management advice, and that Customer's use of the Services does not create any fiduciary obligations on the part of Avalara to Customer. **IN ADDITION, CUSTOMER AGREES THAT IT USES AND RELIES UPON THE SERVICES AT CUSTOMER'S OWN RISK AND CUSTOMER ACKNOWLEDGES THAT AVALARA CANNOT GUARANTEE THAT ANY CONTENT CONTAINED IN THE SERVICES IS ACCURATE OR CURRENT.** Customer bears full responsibility to determine the applicability of the output generated by the Services and to confirm its accuracy. Customer is encouraged to conduct due diligence and seek the assistance of qualified counsel or accounting professionals on matters requiring professional advice.

8. Rights.

- a. Customer is granted a limited, nonexclusive, nontransferable, revocable license to access and use the Sites solely for Customer's personal use (or, if applicable, internal business operations as provided in Section 11 (*Use of Services for Third Parties*) below), in accordance with these MLT Terms. As a condition of Customer's use, Customer warrants to Avalara that it will not use the Sites for any unlawful or prohibited

purpose. Avalara does not grant Customer any license, express or implied, to any Avalara intellectual property except for the limited usage rights provided in these MLT Terms. Avalara reserves all other rights.

- b. Avalara reserves the right, in its sole discretion, to (i) revise the Content available on the Sites; (ii) impose rules for and limits on use of, or access to, the Sites or the Services; (iii) restrict Customer's access to part, or all, of the Sites without notice; or (iv) change, suspend, or discontinue any aspect of the Sites or the Services. Avalara will not be liable to Customer or to any third party for taking any of these actions. Avalara reserves the right to suspend or terminate Customer's access to the Sites or the Services at any time for any reason, including as a result of a violation of these MLT Terms, without notice.
9. **Content.** Content is the property of Avalara or its third-party content suppliers and is protected by United States and international copyright laws. Customer shall use the Content solely for the uses specifically authorized on the Sites and in these MLT Terms, and Customer will make no other use of it without Avalara's express written permission. The Content is not for resale. Except as specifically authorized, Customer shall not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit the Content. Customer shall not delete or alter any proprietary rights or attribution notices in the Content. Avalara does not claim copyright for information provided by governmental agencies, but to the extent a compilation of that information was created by Avalara, Avalara owns the rights to that specific compilation.
10. **Trademarks.** The Avalara names, logos, graphics, brands, and icons on the Sites are Avalara's trademarks, service marks, or trade dress ("**Marks**") in the United States and other countries. Avalara's Marks shall only be used in connection with Avalara products and services. You shall not use Avalara's Marks in connection with any products or services that are not Avalara's in a way that is likely to cause confusion among consumers or that disparages or discredits Avalara. Any other trademarks on the Sites are the property of their respective owners and may or may not be affiliated with Avalara.
11. **Use of Services for Third Parties.** Subject to the terms of this Section 11 (*Use of Services for Third Parties*), Property Manager may use the Sites and the Service for its internal business operations.
 - a. Property Manager is solely responsible for properly setting up, configuring, and maintaining Property Manager's profile on the Avalara system in order to use the Service for the benefit of the Property Owners, including (for each Property Owner): (i) the identification of applicable taxing jurisdictions, filing deadlines, and any other information Property Manager needs to use the Service on behalf of Property Owners, and (ii) the accuracy, quality, legality, completeness, and integrity of the data provided by Property Owners ("**Property Owner Data**") and the means by which Property Manager acquired Property Owner Data.
 - b. Property Manager represents and warrants that it will collect completed copies of the funding power of attorney and Property Owner Terms from each Property Owner to which Property Manager provides services. Property Manager understands and agrees that it will not be able to provide such services to any Property Owner who has not completed the funding power of attorney and Property Owner Terms.
 - c. As between Property Manager and Avalara, Property Manager is solely responsible for ensuring the adequate and timely funding of the payment of any taxes or fees associated with Property Owners' returns or related documents (or the filing thereof).
 - d. Property Manager shall defend, indemnify, and hold Avalara, its Affiliates and its respective officers, directors, employees, agents, and representatives harmless from any liabilities, losses, damages (including punitive damages), awards, judgments, fines, fees, penalties, settlement payments (including any settlement the indemnified party agrees to pay, as long as it is in a written settlement approved by Property Manager in writing), interest, filing fees and court costs, witness fees, reasonable attorneys' and other professionals' fees, other reasonable investigation and defense costs, and any other fees, costs, expenses and charges: (i) resulting from any third-party claim or action that results from Property Manager's use of the Service on behalf of Property Owners or any third party or, where Property Manager has not provided the Property Owner Terms with Avalara to the Property Owners under the Property Manager's Customer Account; (ii)

resulting from any third-party claim or action related to a Property Owner's failure to timely or sufficiently make tax funds available; or (iii) arising out of or related to the Property Owner's actual or alleged violation of the Property Owner Terms or of Applicable Law.

- e. Property Manager shall provide all support to Property Owners, including support for all substantive tax issues related to returns or other documents Avalara files on a Property Owner's behalf.
12. **Privacy Policy; Acceptable Use Policy.** Avalara's use of personal information of Customer or Customer employees or Representatives is governed by the Avalara Privacy Policy (available at <https://www.avalara.com/privacy-policy>), which describes how to manage individual communication preferences. Customer agrees to be bound by the terms of the Avalara Privacy Policy and shall be responsible for informing Customer's employees and Representatives of the processing of their personal data. Customer agrees to comply with the Acceptable Use Policy (available at <https://www.avalara.com/legal/acceptable-use>).
13. **Protection of Customer Data, Personal Information, and Confidential Information.** Avalara may retain, use, and disclose Customer Data solely (i) to provide the Services; (ii) to provide customer support; and (iii) to comply with Applicable Laws. Customer Data and Customer's Confidential Information do not include Personal Information relating to Customer or an employee or other authorized Representative of Customer that is collected or received by Avalara in connection with the procurement or use of, or payment for, the Services (*for example, the names and the email addresses of Customer's account representatives and accounting personnel*). Avalara may create, generate, and use Aggregate Data for any lawful purpose. "**Aggregate Data**" means de-identified and anonymized sets of data derived from the data of multiple Avalara customers (including Customer Data) for the purpose of expressing that information in summary form (*for example, to ensure the services are functioning properly*). Each Party is responsible for complying with Applicable Laws, including applicable data protection legal requirements, for the purposes of these MLT Terms. Avalara shall implement and maintain commercially reasonable technical, administrative, and physical safeguards and security methods designed to prevent any unauthorized release, access, destruction, modification, or disclosure of Customer Data, Confidential Information, or Personal Information. Avalara may occasionally update, upgrade, change, or add safeguards and security methods as warranted in Avalara's sole discretion, and Customer may need to take action to facilitate continued interaction with the Services. Avalara shall implement processes and maintain procedures designed to comply with Applicable Laws and shall facilitate Customer's compliance with its obligations for data security and response to individual data subject requests with respect to Personal Information in Avalara's possession or control, to the extent that Customer is required to comply with any existing or newly enacted Applicable Laws regarding privacy, including, for example, the General Data Protection Regulation ("GDPR") or the California Privacy Rights Act (CPRA); and any amendments and successors to the foregoing. These MLT Terms and the Documentation are Customer's instructions for processing Customer Data, and Avalara shall not process Customer Data for any other purpose. Avalara may use subcontractors to facilitate its obligations under these MLT Terms, and Avalara shall be responsible for the acts and omissions of such subcontractors relating to these MLT Terms as though they were those of Avalara. Avalara shall use commercially reasonable measures to ensure that such subcontractors implement and comply with reasonable security measures in handling any Customer Data, Personal Information, or Customer's Confidential Information.
14. **Data Processing Addendum.** The Parties agree to comply with the Avalara Services Data Processing Agreement, which is incorporated by this reference and is located at <https://www.avalara.com/GDPR-DPA> (the "**DPA**").
15. **Communications.** When Customer visits the Sites or sends electronic messages to us, Customer is communicating with Avalara electronically. Avalara may be required by law to send Customer communications about the Sites or third-party products or services and will do so in accordance with Avalara's Privacy Policy. By registering for an account, sending us an electronic message, or otherwise communicating with Avalara, Customer has agreed to communicate with Avalara electronically, which may include receiving emails from Avalara or its partners. Customer may withdraw consent at any time by sending an opt-out or unsubscribe notice.
16. **Account Password and Security.** Customer's use of the Services requires Customer to open an account. Customer must complete the registration process for this account by providing current, complete, and accurate information as prompted

by the applicable registration form. Customer may also be asked to choose a password and a username. Customer is solely responsible for maintaining the confidentiality of its password, username, and other account information. Furthermore, Customer is solely responsible for all activities that occur under Customer's account and will be held liable for losses or damages incurred by Avalara or another party due to someone else using Customer's account or password. Customer agrees to notify Avalara immediately of any unauthorized use of Customer's account or any other breach of security. Avalara will not be liable for any loss or damages that Customer may incur as a result of someone else using Customer's password or account. Customer shall not use anyone else's account at any time.

17. **No Unlawful or Prohibited Use.** Customer shall not use the Sites for any purpose that is unlawful or prohibited by these Site Terms. Customer shall not use the Sites in a manner that could damage, disable, overburden, or impair any Avalara server, or the networks connected to any Avalara server, or interfere with any other party's use and enjoyment of any of the Sites. Customer shall not attempt to gain unauthorized access to the Sites, other accounts, computer systems, or networks connected to Avalara through hacking, password mining, or any other means. Customer shall not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Sites, including accessing, downloading, monitoring, or copying any Content through automated or artificial means or attempting to reverse engineer, decompile, disassemble, or otherwise derive the source code for the Sites. Customer shall not use the Sites to, nor permit any third party to (a) promote Customer's offerings or services (commercial or otherwise); (b) defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights (such as rights of privacy and publicity) of others or publish, post, upload, or distribute any information that would result in the same; (c) download, upload, or otherwise make available materials, software, or information that is not legally Customer's unless Customer has permission of the intellectual property rights owner; or (d) impersonate someone else, falsely represent your identity or qualification, or breach another's privacy.
18. **No Obligation to Monitor; Disclosure of Information.** Avalara has the right to monitor the Sites but has no obligation to do so. Avalara has the right to collect and/or disclose any information as Avalara deems necessary or appropriate to (i) satisfy any law, regulation, or other governmental request, (ii) to operate the Sites properly, (iii) to optimize the Sites, the Services, and/or Avalara's business operations, or (iv) to protect Avalara, its users, or its customers.
19. **Communication Forums.** The Sites may contain e-mail services, community forums, or other social features to exchange information with other users of the Sites (collectively, "**Communication Forums**"). If Customer uses the Communication Forums, Customer must act respectfully in interactions with others, and shall not use the Communication Forums for any prohibited activities. Customer should not disclose any content or information that Customer does not wish to make public. Please note that certain Communication Forums may be operated by third-party service providers, and the specific terms and conditions of those third-party service providers may govern use of the Communication Forums. Avalara has no responsibility for, and has no obligation to pre-screen or monitor, Customer's or any other user's submissions to the Communication Forums.
20. **Notice and Takedown.** If Customer believes that its copyrightable material has been infringed by a third party using the Sites, please send a notice to Avalara's copyright agent, including the following information: (1) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (2) a description of the copyrighted work that Customer claims has been infringed upon; (3) a description of where the material that Customer claims is infringing is located on the Sites; (4) Customer's address, telephone number, and e-mail address; (5) a statement by Customer that it has a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; (6) a statement by Customer, made under penalty of perjury, that the above information in the notice is accurate and that Customer is the copyright owner or authorized to act on the copyright owner's behalf. Avalara's copyright agent for notice of claims of copyright infringement on the Sites can be reached by sending written notice to Avalara, Inc., Attention: Legal, 255 S. King St., Ste. 1200, Seattle, WA 98104, or by sending an e-mail to legal@avalara.com.
21. **User-Generated Content.** By sharing, submitting or uploading any data (including, if applicable, Property Owner Data), feedback, suggestions, comments, or ideas ("**User Data**") in any way, Customer grants Avalara a worldwide, non-exclusive, royalty-free, sub-licensable and transferable license to use, reproduce, prepare derivative works of, display, and perform the User Data in any legal manner for Avalara's sole benefit, including in future modifications of the Sites, other products

or services, and in advertising and marketing materials. Customer acknowledges and agrees that Customer is solely responsible for all the User Data that Customer makes available through Avalara. Accordingly, Customer represents and warrants that: (a) Customer has all rights, licenses, consents, and releases necessary to share, submit, or upload the User Data to the Service and to grant Avalara the required rights to disseminate any User Data, (b) neither the User Data nor the posting, uploading, publication, submission, or transmittal of the User Data or Avalara's use of the User Data will (i) infringe, misappropriate, or violate any patent, copyright, trademark, trade secret, moral rights, or other intellectual property rights or rights of publicity or privacy of any third party (including, if applicable Customer's clients) or (ii) result in the violation of any Applicable Law or regulation.

22. **MyLodgeTax Guarantee.** Avalara provides a guarantee of the accuracy of tax filings provided by the MyLodgeTax Service (the "**MyLodgeTax Guarantee**") under the following terms:

- a. If a Customer suffers a negative audit finding that results in financial loss due to an incorrect calculation or filing provided by the MyLodgeTax Service, Avalara will pay Customer the lesser of either: (i) the amount of the penalties and interest as specified in the final assessment notice received from the applicable taxing authority after all administrative appeals and abatement options are exhausted, or (ii) \$5,000.
- b. The following limitations apply to the MyLodgeTax Guarantee:
 - i. Customer must have properly set up, configured, and maintained its tax profile on the Avalara system. To the extent that the incorrect calculation or filing was caused by Customer's failure to properly set up, configure, and/or maintain its tax profile, Avalara will not be responsible for the incorrect calculation or filing.
 - ii. Avalara will not be responsible for the incorrect calculation or filing to the extent that it was caused by the failure of the applicable taxing authority to timely and accurately provide or update correct and current tax rates, boundaries, rules, and classifications.
 - iii. If Customer is a Property Manager, then Customer must have collected signed copies of the agreements described in Section 4(a)(i) of these Terms.
 - iv. Customer must ensure adequate and timely funding for remittance of consolidated return filings.
 - v. Customer must provide notice to Avalara no later than the earlier of either (i) 10 days after the taxing authority's finding of a negative audit assessment, or (ii) 45 days after the date that Customer or the taxing authority initially identifies an issue that relates to the alleged incorrect calculation or filing provided by Avalara. Such notice must be sent to accuracy@avalara.com.
 - vi. Customer must provide full and timely assistance to Avalara in confirming the nature and occurrence of the alleged incorrect calculation or filing, including providing Avalara with access to its financial reporting records, transaction logs, reports, and all other relevant information reasonably related to the alleged incorrect calculation or filing.
 - vii. Customer must provide full and timely assistance to Avalara in challenging the taxing authority findings if Avalara determines them to be incorrect. To the extent that an audit assessment involves other issues in addition to the alleged incorrect calculation or filing from Avalara, Customer, its Representatives, and Avalara will work together to ensure a collaborative response to the audit.
 - viii. Upon first notification by the taxing authority of a potential error related to an incorrect calculation or filing by Avalara, Customer must take reasonable steps to mitigate its losses, including, but not limited to, changing taxability determinations or calculations for ongoing transactions and rebilling customers for the uncollected tax.

- ix. For clarity, any MyLodgeTax Guarantee claim under this Section 23 (*MyLodgeTax Guarantee*) is subject to the confidentiality obligations of these MLT Terms.
 - c. In the event that (i) Customer settles with the taxing authority for less than the full amount claimed by such authority, (ii) the audit implicated other issues in addition to the alleged incorrect calculation or filing provided by Avalara, and (iii) the settlement did not specifically apportion the settlement amounts between the audit issues, the amount to be paid by Avalara under this guarantee will be the percentage of the settlement amount equal to the percentage of the entire settled claim (as such claim existed at the time of settlement) related to the alleged incorrect calculation or filing provided by Avalara.
 - d. Avalara will make the MyLodgeTax Guarantee payment to Customer within 30 days of the date that Customer receives the final assessment notice from the taxing authority after all administrative appeals and abatement options are exhausted. Avalara may also, in its sole discretion, make the payment at an earlier date, in which case, Avalara's obligations to continue to contest the audit will cease on the date of the payment.
 - e. Customer must have a current MyLodgeTax subscription in good standing when the claim is submitted to Avalara to be eligible to receive payment under the Accuracy Guarantee.
23. **Disclaimer of Warranties and Limitation of Liability.** THE SITES, SERVICES, AND THE CONTENT ARE MADE AVAILABLE TO CUSTOMER ON AN "AS IS" AND "AS AVAILABLE" BASIS, UNLESS OTHERWISE SPECIFIED IN THESE MLT TERMS. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, AVALARA DISCLAIMS ALL WARRANTIES EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. **AVALARA SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES THAT ANY GOVERNMENTAL INFORMATION (INCLUDING, BUT NOT LIMITED TO, INFORMATION REGARDING TAX RATES OR THE APPLICABILITY OF CERTAIN TAXES) ARE ACCURATE, CURRENT, OR APPLICABLE TO CUSTOMER OR CUSTOMER'S BUSINESS.** EXCEPT AS SPECIFICALLY SET FORTH IN THE MYLODGETAX GUARANTEE SECTION ABOVE ENTITLED *MYLODGETAX GUARANTEE*, AVALARA'S TOTAL LIABILITY ARISING OUT OF THE SITES, THE SERVICES, OR THE CONTENT, WHETHER BASED ON WARRANTIES, CLAIM OF NEGLIGENCE, OR OTHERWISE, SHALL NOT IN ANY CASE EXCEED THE COST PAID BY CUSTOMER TO ACCESS THE SITES OR \$50, WHICHEVER IS LESS, AND AVALARA SHALL NOT BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES.
24. **Links to Third Party Sites.** Certain links on the Sites may take you to third-party websites. Avalara provides these links only as a convenience to Customer and the use by Avalara of such links does not imply any warranty or endorsement of the third party, its products, services, or its website.
25. **No Third-Party Beneficiaries. No Third-Party Beneficiaries.** These MLT Terms do not and are not intended to confer any rights or remedies upon any party, including Customer's clients (if applicable), except Customer and Avalara.
26. **Applicable Law, Jurisdiction, Venue.** The laws of the State of New York will govern these MLT Terms and your use of the Sites, Services, and Content without regard to any conflict of laws provisions that would result in the application of the laws of any other forum. In the event of any dispute relating to or arising out of the Sites, Services, Content, or these MLT Terms, both Customer and Avalara agree to personal jurisdiction in, and exclusive venue of, the state and federal courts located in New York, New York.
27. **Compliance with NACHA Operating Rules.** Customer's responsibilities described in Section 4 (*Customer's Responsibilities*) and Customer's access to the Sites and Services may be subject to the Operating Rules of National Automated Clearing House Association ("**NACHA**"), the organization that regulates the Automated Clearing House network in the United States.
- a. To the extent that Customer's operations are governed by the NACHA Operation Rules, Customer specifically agrees to the following NACHA requirements:
 - i. Customer will comply with all applicable requirements under the then-current version of the

NACHA Operating Rules; and

- ii. Customer will comply with the laws of the United States in providing such funding.
- b. In addition to any other applicable termination rights, Avalara may terminate this agreement for Customer's non-compliance with the NACHA Operating Rules if such breach or non-compliance is not cured within 10 days of Avalara first notifying Customer of its non-compliance.
- c. Avalara has the right to audit Customer's access to the Sites and Services, at a time and location mutually agreeable to both Customer and Avalara, to ensure compliance with the NACHA Operating Rules and these Site Terms.