

These Avalara MyLodgeTax Terms for Property Owners ("**MLT Property Owner Terms**") govern Property Owner's use of MyLodgeTax through its Property Manager. Any capitalized terms used in these MLT Property Owner Terms and not defined have the meanings given in the Avalara MyLodgeTax Terms & Conditions (available at <https://legal.avalara.com/product-terms.html#mylodge>).

1. **Property Owner Information.**

- a. **Account Setup.** Property Owner shall provide (or direct Property Manager to provide) all information requested by Avalara to establish and set up the Customer Account for MyLodgeTax. Such information includes: (i) accurate street address and other identifying information (e.g., license and registration information) Avalara requests for each Property for which Avalara will be making tax or related filings and payments on Property Owner's behalf; (ii) the completed power of attorney described in Section 2(a) below; and (vii) other information necessary to properly configure the Customer Account and prepare the returns.
- b. **Changes to Property Owner Information.** Property Owner is responsible for maintaining accurate, complete and current information and timely informing Property Manager of any changes to the Property Owner's filing information, including 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.
- c. **Tax Data.** Property Owner shall ensure its Property Manager has all the data necessary to properly complete returns (the "**Tax Data**") and that the Tax Data is accurate and complete. Avalara does not audit, validate, or verify Tax Data.

2. **Funding.** In accordance with this Section 2 (*Funding*), Property Owner shall timely make sufficient funds available to pay the taxes for any applicable return. Avalara will not provide any tax funds. Notwithstanding any other provision of these Property Owner Terms, Property Owner shall defend, indemnify, and hold Avalara, its Affiliates, and their respective officers, directors, employees, 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 arising out of or related to Property Owner's failure to timely provide immediately available tax funds for taxes due. Where Avalara files a consolidated return on Property Manager's behalf and any 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. In order for the tax funds to be remitted timely to the applicable taxing jurisdiction, Property Owner must complete the following:

- a. Execute limited funding powers of attorney in the form requested by Avalara. Upon Property Manager ceasing to use MyLodgeTax to provide Services to Property Owner, Avalara shall cease to use any power or authority granted by a funding power of attorney signed by Property Owner.
- b. Provide Bank Account information for a US bank account from which Property Owner authorizes Avalara to draw by ACH to pay Property Owner's taxes. If the ACH payment Avalara draws from the Bank Account is cancelled or returned other than by Avalara, that will be considered a failure to timely fund the Bank Account. Avalara may refuse to prepare returns for Property Owner if Property Owner fails to timely and sufficiently fund the Bank Account or if Property Manager is in breach of the MLT Terms.
- c. Ensure the Bank Account has sufficient tax funds to pay the taxes and fees owed for the applicable rental activity and the processing fees of Avalara, taxing or other authorities, and other relevant third parties. Avalara reserves all rights and remedies if Property Owner fails to have adequate funds available.
- d. Authorize Avalara to withdraw the tax funds to pay the taxes in accordance with the applicable filing deadline, including making any required prepayments.

- e. For clarity, paragraphs 2(a)-2(d) will apply only to Property Owners from whose accounts Avalara is required to pull funds for remittance to the applicable tax jurisdiction.

3. **Avalara Obligations.**

- a. **Returns Preparation and Filing.** Avalara will prepare and file returns for the Properties and in the applicable taxing jurisdictions. Avalara may begin filing a Return as soon as Property Manager reports revenue.
- b. **Funding.** Avalara will remit taxes for the applicable Properties in the taxing jurisdictions, provided Property Owner has timely made tax funds available. Avalara will not provide funds to pay taxes. If tax funds are not timely available to Avalara for remitting, Avalara may elect to remit the return(s) without payment. Property Owner 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. Pursuant to the Funding Power of Attorney executed between Property Owner and Avalara, Avalara will draw upon Property Owner's Bank Account to pay the taxes. 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.

- 4. **Notice Management.** Property Manager or Property Owner will receive all notices relating to Property Owner's returns directly from taxing jurisdictions. Some notices are informational in nature (for example, changes to filing deadlines or tax rate changes) while others are error notices relating to returns. In the Documentation, Avalara provides recommended actions for Property Managers or Property Owners to resolve informational notices.

- 5. **Modifications to Terms.** Avalara may modify these Property Owner Terms or the MLT Terms & Conditions. Any modification will be effective for Property Manager'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. Property Owner may avoid the modification's applicability only by directing Property Manager in writing to cease use of the Services on its behalf before the date it becomes effective.

- 6. **Compliance with NACHA Operating Rules.** The funding process described in Section 2 (*Funding*) of these MLT Property Owner Terms may be subject to the Operating Rules of NACHA, the organization that regulates the ACH network in the United States.

- a. To the extent that Property Owner's funding is governed by the NACHA Operating Rules, Property Owner specifically agrees to the following NACHA requirements:
 - i. Property Owner will comply with all applicable requirements under the then-current version of the NACHA Operating Rules;
 - ii. Property Owner authorizes Avalara to originate the funding requests described in Section 2 (*Funding*); and
 - iii. Property Owner will comply with the laws of the United States in providing such funding.
- b. In addition to any other applicable termination rights, Avalara may refuse to provide any services to Property Owner for Property Owner's non-compliance with the NACHA Operating Rules if such breach or non-compliance is not cured within 10 days of Avalara first notifying Property Owner and Property Manager of Property Owner's noncompliance.
- c. Avalara has the right to audit Property Owner's funding process, at a time and location mutually agreeable to both Property Owner and Avalara, to ensure compliance with the NACHA Operating Rules and the Property

Owner Terms.