

Please note that these updated Service-Specific Supplemental Terms will apply to your Avalara Service upon any renewal, upgrade, or Service purchase made on or after January 1, 2025.

These Avalara VAT Reporting Service-Specific Supplemental Terms (“**VAT Reporting Terms**”) govern Customer’s access to and use of Avalara’s VAT reporting solution for creating and electronically filing VAT returns and other indirect compliance reports (“**VAT Reporting**”). These VAT Reporting Terms are in addition to and incorporate by reference the Avalara Service Terms and Conditions available at [www.avalara.com/terms](http://www.avalara.com/terms) (the “**Terms**”). Any capitalized terms used in these VAT Reporting Terms and not defined have the meaning given in the Terms.

**1. Order Document; Customer Responsibilities; License.**

- a. **Order Document.** The specific VAT Reporting Services purchased by Customer and the associated fees will be specified on the Order Document.
  - b. **Customer Responsibilities.** Customer is solely responsible for (i) any analysis of its VAT-related tax requirements; (ii) the accuracy and completeness of all Customer Data necessary to calculate VAT, complete a VAT return, or otherwise provide or use VAT Reporting (the “**Tax Data**”); (iii) confirming the accuracy and completeness of any results of VAT Reporting; and (iv) properly setting up, configuring, and maintaining Customer’s tax profile and correctly classifying items it sells. Avalara does not audit, validate, or verify Tax Data. Customer will cooperate with reasonable requests from Avalara related to VAT Reporting.
  - c. **License.** Avalara grants Customer a limited, nonexclusive, nontransferable, nonassignable, worldwide license to use and retain the Content that is returned by the Services solely for Customer’s internal compliance purposes in connection with the specific VAT return or other indirect compliance report for which it was provided.
2. **Pricing.** Except as otherwise provided in the Order Document, Customer will pay an annual subscription fee for VAT Reporting consisting of (i) a base service fee based on the number of unique VAT registrations for which Customer files VAT returns; and (ii) service fees for specific activity modules purchased for the countries for which Customer uses VAT Reporting (which fees may be referred to as “country activity service fees”); and (iii) if applicable, a service fee for substantial invoice volume.
3. **Liability Which Cannot Be Excluded.** Nothing in the Agreement shall be construed as limiting either Party’s liability for death or personal injury caused by negligence, for fraud, or for fraudulent misrepresentation or any other liability which cannot be excluded or limited under Applicable Laws.
4. **Audit; Excess Use.** Customer will be responsible for any use of VAT Reporting in excess of the amounts specified in the applicable Order Document and will cooperate with Avalara to ensure that Avalara is properly compensated for any excess usage. Avalara has the right to audit Customer’s use of VAT Reporting during the Initial Subscription Term and any Renewal Subscription Term. Without limiting the generality of the foregoing, Customer agrees that (a) upon Avalara’s request, Customer will promptly provide to Avalara such information as Avalara may reasonably request with respect to Customer’s usage of VAT Reporting, including (if applicable) a report generated from VAT Reporting detailing Customer’s usage over the period specified by Avalara in its request; and (b) Avalara may generate such a report without notice to Customer. Customer will pay the applicable fees associated with any excess usage upon receipt of an invoice from Avalara.
5. **AvaTax for VAT.** For the avoidance of doubt, these VAT Terms do not govern Avalara’s AvaTax for VAT service. Service-Specific Supplemental Terms for AvaTax, including AvaTax for VAT, are located at <https://www.avalara.com/avatax-terms>.
6. **Third Party Rights.** No third party, other than an Avalara Affiliate, may enforce any term of the Agreement. The rights of the parties to terminate or modify the Agreement (as provided in the Agreement or Applicable Laws) are not subject to the consent of any other person.

7. **Governing Law; Jurisdiction and Venue.** The Agreement and all matters in connection with the Agreement are governed by the laws of England and Wales. Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Agreement or their subject matter or formation.
8. **Deviations from the Terms.**
  - a. **Automatic Updates and Overages.** Section 7(b) of the Terms (*Automatic Upgrades and Overage*) does not apply to VAT Reporting.
  - b. **Governing Law; Jurisdiction and Venue.** Section 13(f) of the Terms (*Governing Law; Jurisdiction and Venue*) does not apply to VAT Reporting.