

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 E-Invoicing and Live Reporting Service-Specific Supplemental Terms ("**ELR Terms**") govern Customer's purchase and use of E-Invoicing and Live Reporting and Additional Services. These ELR Terms are in addition to and incorporate by reference the Avalara Service Terms and Conditions available at <https://www.avalara.com/terms> (the "**Terms**"). Any capitalized terms used and not defined in these ELR Terms have the meanings given in the Terms. For the E-Invoicing and Live Reporting Service and any Additional Services, any references in the Agreement to "Avalara, Inc." or "Avalara" will be deemed to be to "Avalara Europe Ltd."

1. Definitions.

- a. "**Additional Services**" means those Services ancillary to E-Invoicing and Live Reporting, including, without limitation, Digital Archiving Services, that may be subject to additional fees.
- b. "**E-Invoicing and Live Reporting**" means the Service for electronic management of invoices and other documents (including, for example, credit notes, debit notes, orders, way bills) in different electronic formats, via a data exchange network and the Service for reporting sales transactions (e.g., invoices or invoice data), accounting information (e.g., ledgers), or other required documents in an electronic format as required by the local tax authority.
- c. "**Business Connection**" means, in association with the performance of Electronic Data Interchange services, any technical facility implemented by Avalara for the exchange of electronic documents between Avalara and the Customer or Avalara and the Customer's business partner.
- d. "**Customer Infrastructure**" means the Customer's computing environment (consisting of hardware, software, and telecommunications networks) that Customer uses in connection with its use of E-Invoicing and Live Reporting.
- e. "**Digital Archiving Services**" means the Service for storing invoices and other documentation within a secure environment.
- f. "**PEPPOL**" means the Pan-European Public Procurement On-line network that enables businesses and governments to exchange invoices and other business documents supported by PEPPOL across contact points available in the network. Relevant contact points available through PEPPOL can be found at <https://peppol.org/learn-more/country-profiles/>.
- g. "**Territory**" means a jurisdiction supported by Avalara for which Customer requests Avalara to provide E-Invoicing and Live Reporting.

2. The Services.

- a. **Customer's Account Setup.** Customer shall promptly provide Avalara with all requested information, including Customer Data, that is reasonably necessary to begin providing E-Invoicing and Live Reporting and Additional Services. Customer shall provide such information through the method designated by Avalara.
- b. **Customer Obligations.** Customer shall provide Avalara with the necessary assistance, materials, and resources that Avalara may reasonably require from time to time in connection with the performance of E-Invoicing and Live Reporting and Additional Services, including access to Customer Data and Customer Infrastructure. Customer shall maintain complete, up-to-date, reproducible, and accurate backup copies of all data, programs, and electronic records held by Customer necessary for Avalara's provision of E-Invoicing and Live Reporting. Customer remains fully responsible for the content of the datasets exchanged, including compliance with Applicable Law with respect to such datasets, and for any business commitment resulting from such content.
- c. **Suitability.** Customer is solely responsible for determining whether E-Invoicing and Live Reporting meets its applicable regulatory obligations in the relevant Territories.
- d. **Avalara Obligations.** Avalara, in connection with E-Invoicing and Live Reporting, shall:
 - (i) process and deliver the relevant documents to the recipient designated by Customer or the recipient's service provider and/or the local tax authority as required by local law;
 - and (ii) assist Customer in complying with local requirements in the Territories as Avalara determines to be appropriate.

- e. **PEPPOL.** In certain countries, Avalara will process documents on behalf of Customer through the PEPPOL network. Avalara may block Customer's access to the Peppol Network if either Avalara or the PEPPOL network observe indicia of fraud, spam, or other criminal acts committed by or on behalf of Customer

3. **Digital Archiving Services.**

- a. **Provision of Digital Archiving Services.** Avalara may, in connection with the provision of Avalara E-Invoicing and Live Reporting Services and Additional Services and as disclosed in the Documentation, provide Digital Archiving Services. Avalara reserves the right to charge applicable fees for Digital Archiving Services and will set out any applicable fees in the Order Document. Nothing in these ELR Terms requires Avalara to provide Digital Archiving Services in any country other than those listed in the Documentation. Avalara is not obligated to continue to provide Digital Archiving Services to Customer after the expiration or termination of Customer's Subscription Term. Following the expiration or termination of the Subscription Term, Customer is responsible for ensuring the continuity of any digital archiving services it may require.
 - b. **Customer Obligations.** Customer shall timely provide the information and execute any documentation required by regulatory bodies or local vendors engaged by Avalara (collectively "**Documentary Requirements**"). Avalara may refuse to provide Digital Archiving Services if Customer fails to satisfy such Documentary Requirements in a timely manner.
4. **Fees.** Customer shall pay all fees and expenses for E-Invoicing and Live Reporting as specified in each Order Document or invoices or as otherwise described herein by Avalara.
- a. **Avalara E-Invoicing and Live Reporting:** Fees for E-Invoicing and Live Reporting are based on the number of transactions (e.g., invoices, credit notes, way bills) processed by Avalara. If transactions exceed the applicable tier, Customer will incur overage fees at the rate set forth on the applicable Order Document. Customer's E-Invoicing and Live Reporting subscription will not be automatically upgraded to the next highest subscription tier.
 - b. **Additional Services:** Fees for Additional Services shall be as set out in the Order Document, and Avalara may require advance payment in full before commencing performance.
5. **Governing Law; Jurisdiction and Venue.** These ELR Terms and all matters in connection with these ELR Terms 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 ELR Terms or their subject matter or formation.
6. **Third Party Rights.** The ELR Terms do not confer any rights on any other person or party (other than the Parties to the ELR Terms, and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.
7. **Avalara ELR Support Services.** Delivery of support services for any of the Services described in these ELR Terms (the "Support Services") is governed by the Support Service-Specific Supplemental Terms located at <https://legal.avalara.com/product-terms.html#customersupport>.