These Avalara Studio Terms and Conditions (the "***Avalara Studio Terms***"), together with any applicable document used to describe the relationship between Avalara and Account Holder (the "***Avalara Studio Account Agreement***") (the Avalara Studio Account Agreement with the Avalara Studio Terms are the "***Agreement***"), govern Account Holder's use of Avalara Studio and constitute a binding agreement between Avalara and Account Holder (each, a "***Party***"). Account Holder agrees to be bound by these Avalara Studio Terms by executing, including clicking through, any document that references these Avalara Studio Terms.

1. **Definitions**.

   a. "***Account Holder***" means the Party who accepts these Avalara Studio Terms or opens an Avalara Studio Account.

   b. "***Account Holder Technology***" means the technology and Intellectual Property Account Holder uses to provide its Connector and the Solution, if applicable, including computer software programs, Account Holder's Documentation, schematics, websites, networks, and equipment, as applicable. Account Holder Technology includes Account Holder's Connector and Solution.

   c. "***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.

   d. "***Applicable Laws***" means all applicable local, state, provincial, federal, and international laws and regulations.

   e. "***Avalara***" means Avalara, Inc. a Washington corporation.

   f. "***Avalara Studio***" means the platform Avalara makes available to Account Holder to facilitate the development and maintenance of the Studio Connector(s).

   g. "***Avalara Technology***" means the technology and Intellectual Property that Avalara uses to provide its products and services, including computer software programs, websites, networks, and equipment. Avalara Technology includes Avalara Studio, Studio Materials, and all products and services offered by Avalara.

   h. "***Connector***" means a software and communications interface that connects an End User's software with an Avalara Service.

   i. "***Documentation***" means a Party's user guides, training manuals, and other similar information, as updated or revised by that Party from time to time.

   j. "***End User***" means a customer who purchases an Avalara Service in conjunction with Account Holder's Studio Connector.

   k. "***End User Data***" means any information, including Personal Information, uploaded, provided, or made accessible to Avalara's production or sandbox systems by an End User or its Authorized Users to use the Services.

   l. "***Intellectual Property***" means all trade secrets, Inventions, patents and patent applications, trademarks and service marks (whether registered or unregistered and including any goodwill acquired in such marks), trade names, trade dress, copyrights, moral rights, rights in Inventions, and all other intellectual property and proprietary rights (whether registered or unregistered, any application for the foregoing, and all rights to enforce the foregoing), and all other equivalent rights that may exist anywhere in the world.

   m. "***Invention***" means any work of authorship, invention, know-how, device, design, algorithm, method, process, improvement, concept, idea, expression, or discovery, whether or not copyrightable or patentable and whether or not reduced to practice.

n. "**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 Laws.

o. "**Representative**" means a director, officer, employee, consultant, advisor, representative, or agent of the subject party.

p. "**Service**" means the software and/or service offered to End Users by Avalara.

q. "**Solution**" means any business or financial software provided by an Account Holder or third party, such as Enterprise Resource Planning (ERP), Customer Relationship Manager (CRM), or ecommerce platform, including all updates, modifications, and amendments.

r. "**Studio Connector**" (also referred to as an "**Application**" or "**App**" within Avalara Studio) means a Connector developed using Avalara Studio.

s. "**Studio Materials**" means all materials and technology made available within Avalara Studio to facilitate the development and maintenance of Studio Connectors.

2. **Avalara Studio**.

   a. **Use of Avalara Studio**. Avalara grants Account Holder a nonexclusive, nontransferable, worldwide, revocable right to use Avalara Studio during the Term solely in accordance with the Agreement for the purpose of developing, testing, maintaining, and supporting the Studio Connector(s). Avalara reserves all other rights.

   b. **The Avalara Studio Account**. Avalara shall enable an account for Account Holder to access Avalara Studio ("**Avalara Studio Account**"). Account Holder shall designate a specific person or persons authorized by Account Holder to manage and support the Avalara Studio Account, including the creation of usernames and passwords for Authorized Users. "**Authorized User**" means any Representative or other person or entity acting on Account Holder's behalf who is authorized by Account Holder to use Avalara Studio and who has been supplied with access to Avalara Studio either by Account Holder or by Avalara at Account Holder's written request. Account Holder is solely responsible for maintaining the status of its Authorized Users, shall ensure that all Authorized Users comply with the terms and conditions of this Agreement, and will be responsible for such Authorized Users' use of Avalara Studio. Account Holder and its Authorized Users shall maintain the confidentiality of all usernames, passwords, access, and Studio Account information under their control. Except to the extent caused by Avalara's breach of the Agreement, including its confidentiality obligations, Avalara is not responsible for unauthorized access to the Avalara Studio Account. Account Holder shall contact Avalara promptly if (i) Account Holder reasonably believes that the Avalara Studio Account has been compromised, including any loss, theft, or unauthorized access, use, or disclosure of Avalara Studio Account information or (ii) Account Holder becomes aware of any other breach of security in relation to Account Holder's Avalara Studio Account information or Avalara Studio that may have occurred or is reasonably likely to occur.

   c. **Avalara's Responsibilities.** Avalara shall: (i) provide reasonable technical support to Account Holder relating specifically to Avalara Studio; and (ii) conduct its business in compliance with Applicable Laws.

   d. **Account Holder's Responsibilities**. Account Holder is responsible for the provision, maintenance, and use of Account Holder's hardware, network, internet connectivity, and software. Account Holder shall comply with the Acceptable Use Policy available at https://www.avalara.com/legal/acceptable-use. References to "Customer" in the Acceptable Use Policy shall be deemed to reference Account Holder.

3. **Proprietary Rights**.

   a. **Avalara's Intellectual Property**.

      i. **Avalara Technology**. Avalara and Avalara's licensors retain and own all right, title, and interest

in the Avalara Technology, Avalara's Documentation, Avalara's Confidential Information, and all enhancements or improvements to, or derivative works of, the foregoing, including any Intellectual Property rights therein. Nothing in the Agreement transfers or conveys to Account Holder any ownership interest in Avalara's Intellectual Property. Notwithstanding the foregoing, to the extent any Studio Materials are incorporated into any Studio Connectors, Avalara hereby grants to Account Holder a nonexclusive, world-wide, irrevocable, perpetual, sub-licensable, transferable, fully paid up and royalty-free license to use, reproduce, modify, maintain, support, and create derivative works of such Studio Materials solely as part of the Studio Connectors.

ii. **Restrictions**. Account Holder shall use Avalara Studio and the Studio Materials only as set forth in the Agreement and the Documentation. Except as permitted by this Agreement, Account Holder shall not (A) reverse assemble, reverse engineer, decompile, or otherwise attempt to derive source code from any of the Avalara Technology; (B) reproduce, modify, create, or prepare derivative works of any of the Avalara Technology or Documentation; (C) distribute or display any of the Avalara Technology or Documentation; (D) share, sell, rent, lease, or otherwise distribute access to the Avalara Technology, or use the Avalara Technology to operate any timesharing, service bureau, or similar business; (E) alter, destroy, or otherwise remove any proprietary notices within the Avalara Technology or Documentation; or (F) disclose the results of any Avalara Technology or program benchmark tests to any third parties without Avalara's prior written consent.

b. **Account Holder's Intellectual Property**.

i. **Account Holder Technology**. Account Holder retains all right, title, and interest in all Intellectual Property rights in the Account Holder Technology, Account Holder's Documentation, Account Holder's Confidential Information, and all enhancements or improvements to, or derivative works of, the foregoing. Nothing in the Agreement transfers or conveys to Avalara any ownership interest in Account Holder's Intellectual Property. Account Holder hereby grants to Avalara a nonexclusive, worldwide license to view, access, use, process, reproduce, modify, prepare derivative works, distribute, perform, transmit, export, and display the Studio Connector(s) as reasonably necessary (A) to provide, maintain, operate, update, and provide technical support for Avalara Studio; (B) to provision access to the Connector and provide necessary support to End Users; (C) to prevent or address risks to the security, performance, or support of Avalara Studio, the network, Account Holder, or any other Avalara account holder, partner or customer; and (D) as required by Applicable Laws.

ii. **Restrictions**. Except as permitted under the Agreement, Avalara shall not (A) reverse assemble, reverse engineer, decompile, or otherwise attempt to derive source code from any of the Account Holder Technology; (B) reproduce, modify, create, or prepare derivative works of any of the Account Holder Technology or Account Holder Documentation; (C) distribute or display any of the Account Holder Technology or Account Holder Documentation; (D) share, sell, rent, lease, or otherwise distribute access to the Account Holder Technology or use the Account Holder Technology to operate any timesharing, service bureau, or similar business; or (E) alter, destroy, or otherwise remove any proprietary notices within the Account Holder Technology or Account Holder Documentation.

c. **Suggestions and Feedback**. If Account Holder provides Avalara with any suggested improvements to Avalara Studio or other Avalara Technology or Documentation, that suggestions is provided "as is" and Account Holder grants Avalara a nonexclusive, perpetual, irrevocable, fully paid-up, royalty free, worldwide license, with rights to transfer, sublicense, sell, use, reproduce, display, and make derivative works of such suggested improvements. Notwithstanding the foregoing, nothing in this Section 3(c) (*Suggestions and Feedback*) grants Avalara a license to use any Inventions covered by a registered patent owned by Account

Holder.

4. **Suspension**. As reasonably practicable under the circumstances, Avalara shall endeavor to resolve together with Account Holder any circumstance that may give rise to Avalara's suspension rights, which include, for example, the following: (i) a material risk to the security or performance of the Avalara Technology, or any other Avalara partner or End User; or (ii) use of Avalara Studio in violation of the Agreement. Avalara acknowledges that suspending Account Holder's right to access or use Avalara Studio is a significant action, and therefore Avalara shall not exercise this remedy except in good faith and as necessary to resolve the issue giving rise to Avalara's suspension rights. Avalara shall also pursue other less drastic measures it deems appropriate, including collaborating with Account Holder to isolate the issue. Avalara shall not destroy or overwrite any Account Holder Technology during the suspension period.

5. **Modification**. Avalara may modify these Avalara Studio Terms from time to time. Such modifications shall become effective when published here at http://www.avalara.com/partner/avalara-studio-terms or in the Avalara Studio Account. If Account Holder does not terminate the Agreement pursuant to Section 8(b) (*Termination*), Account Holder will be bound by the modified terms.

6. **Confidential Information**.

   a. **Confidential Information**. "***Confidential Information***" means any information disclosed by a Party to the other Party, either directly or indirectly, in writing, orally, or by inspection that (i) is designated as "Confidential," "Proprietary," or some similar designation or (ii) by the nature of the information or the circumstances surrounding disclosure, would be reasonably understood as proprietary or confidential.

   b. **Exclusions**. Confidential Information does not include information (i) that is or becomes generally available to the public other than through the action of the receiving Party; (ii) lawfully in the possession of the receiving Party at the time of disclosure without restriction on use or disclosure; (iii) lawfully obtained by the receiving Party from a third party without restriction on use or disclosure or breach of such third party's obligations of confidentiality; or (iv) independently developed by the receiving Party without use of or reference to the disclosing Party's Confidential Information.

   c. **Disclosures Required by Law**. If any Applicable Laws or judicial or administrative order requires the receiving Party to disclose any of the disclosing Party's Confidential Information, the receiving Party (if legally permitted) shall promptly notify the disclosing Party in writing prior to making any such disclosure, in order to facilitate the disclosing Party's efforts to protect its Confidential Information. Following such notification, the receiving Party shall cooperate with the disclosing Party, at the disclosing Party's reasonable expense, in seeking and obtaining protection for the disclosing Party's Confidential Information. If, in the absence of a protective order or other remedy or the receipt of a waiver by the disclosing Party, the receiving Party is legally compelled to disclose Confidential Information by any tribunal, regulatory authority, agency, or similar entity, the receiving Party may disclose only that portion of the Confidential Information which is legally required to be disclosed, and the receiving Party shall exercise its best efforts to preserve the confidentiality of the remaining Confidential Information.

   d. **Restrictions on Use and Disclosure**. The receiving Party shall use the disclosing Party's Confidential Information solely to fulfill its obligations under the Agreement, to comply with Applicable Laws, or as otherwise permitted under the Agreement. Subject to the permitted disclosures set forth in Section 6(c) (*Disclosures Required by Law*), the receiving Party shall hold Confidential Information in strict confidence and shall not directly or indirectly disclose Confidential Information to third parties except as otherwise permitted by the Agreement. The receiving Party may disclose Confidential Information to a Representative or service provider on the condition that the receiving Party: (i) ensures that such Representative or service provider is bound by a written agreement or other legally binding obligation of confidentiality and restricted use that is as substantially protective as the Agreement; and (ii) is fully responsible for such Representative's or service provider's use and disclosure of the Confidential Information and its compliance with the obligations of the Recipient under this Section 6(d) (*Restrictions on Use and Disclosure*). The receiving Party

shall protect Confidential Information 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. All rights and obligations regarding Confidential Information will survive and remain subject to the confidentiality provisions of this Agreement for as long as the Confidential Information is retained or until it no longer meets the definition of Confidential Information.

e. **Notice**. The receiving Party will promptly notify the disclosing Party as soon as reasonably practicable under the circumstances of unauthorized access, use, or disclosure of the disclosing Party's Confidential Information under the receiving Party's control. The receiving Party shall provide the disclosing Party with information regarding such incident as required by Applicable Laws or as reasonably requested by the disclosing Party to enable the disclosing Party to comply with its obligations under Applicable Laws. The receiving Party shall use commercially reasonable efforts to: (i) identify the cause of the incident and (ii) remediate the cause of the incident within its systems, to the extent such remediation is within the receiving Party's reasonable control.

7. **Data Privacy**.

a. **End User Data**. With respect to the processing of End User Data, the Parties acknowledge and agree that each Party will be a data processor and that the applicable End User will be the data controller. Each Party will only process End User Data in accordance with documented instructions provided by the applicable End User. Each Party will implement and maintain appropriate technical and organizational measures to preserve the confidentiality, integrity and availability of the End User Data and prevent any unlawful processing, disclosure or damage, taking into account the state of the art, the costs of implementation, the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of the data subjects. Avalara shall notify Account Holder and impacted End Users without undue delay in accordance with Applicable Laws of unauthorized access, use, or disclosure of any End User Data involving Avalara Studio and Partner's Studio Connector.

b. **Representatives**. Personal Information relating to a Representative of Account Holder that is collected or received by Avalara in connection with the procurement or use of Avalara Studio shall be governed by the Avalara Privacy Policy located at https://www.avalara.com/privacy-policy, which describes how to manage individual communication preferences. Account Holder shall be responsible for informing its own Representatives of the processing of their Personal Information as provided in the Agreement.

8. **Term and Termination**.

a. **Term**. The term of the Agreement (the "*Term*") begins on the effective date of the Avalara Studio Account Agreement between Avalara and Account Holder and ends on the date of termination of the Agreement.

b. **Termination**. Either Party may terminate the Agreement for any reason by providing written notice to the other Party. Termination shall be effective 30 days from the date of such notice.

c. **General Effects of Termination**. Subject to the Parties wind down obligations set forth in Section 8(d) (*Wind Down*) below, upon termination of the Agreement (i) all rights and licenses granted under the Agreement shall terminate (with the exception of those surviving termination, as described below); and (ii) Avalara shall destroy or overwrite Account Holder's Studio Connector(s) and Confidential Information as provided in Section 8(f) (*Deletion of Studio Connectors and Confidential Information*). All provisions that by their nature should survive termination of this Agreement will do so (including, by way of example and not limitation, indemnification and defense obligations, and duties of confidentiality). Termination of this Agreement will not impact the Parties' obligations under any other agreements between the Parties.

d. **Wind Down**. Both Parties acknowledge that some End Users subscribe to the Services based on the availability of Account Holder's Studio Connector and rely on the availability of that Studio Connector. Unless

otherwise agreed in writing, to mitigate any disruption to those End Users, for a period not to exceed 18 months after the date of any termination of this Agreement (the "***Wind Down Period***"), both Parties (i) will ensure that existing End Users can continue to use the Studio Connector and the applicable Service for the remainder of those End User's Avalara Service subscriptions, and, if an End User has fewer than 120 days remaining in its current Avalara Service subscription term, for an additional 12-month renewal subscription term; and (ii) will continue to maintain and support the Studio Connector and Services until all Avalara Service subscriptions with End Users using Account Holder's Studio Connector have terminated or transitioned to other Connectors.

e. **Return of Account Holder's Studio Connector(s)**. Upon receipt of a request to return Account Holder's Studio Connector(s) at any time up to 60 days after the expiration of Wind Down Period, Avalara shall provide an export file of Account Holder's Studio Connector(s) stored on Avalara's systems in a commonly used format reasonably determined by Avalara and subject to Avalara's standard fees for such export. Avalara may, but has no obligation to, maintain or return Account Holder's Studio Connector(s) more than 60 days after the expiration of the Wind Down.

f. **Deletion of Studio Connectors and Confidential Information**. Upon Account Holder's request at any time after the expiration of the Wind Down Period, Avalara shall promptly destroy or overwrite Account Holder's Studio Connector(s) and other Confidential Information, other than information contained in automatic computer backups or historical archives or that must be retained to fulfill obligations under the Agreement for regulatory, legal, or audit purposes. If Account Holder does not request deletion of its Studio Connector(s) or Confidential Information, Avalara will destroy or overwrite such information in accordance with Avalara's retention policies and standard backup and archival procedures, after the information is no longer reasonably necessary to fulfill obligations under the Agreement or for regulatory, legal, or audit compliance.

9. **Warranties**.

a. **Mutual Warranties**. Each Party represents and warrants to the other Party that (i) it has the authority to enter into and perform its obligations under the Agreement; (ii) the Agreement does not conflict with any other agreement entered into by it; (iii) it does not conduct business for any unlawful purpose; and (iv) it is not on the United States Department of Treasury, Office of Foreign Asset Control's list of Specially Designated National and Blocked Persons; Her Majesty's Treasury, Asset Freezing Unit's Consolidated List of Financial Sanctions Targets; the European Union's consolidated list of persons, groups, and entities subject to EU financial sanctions; or any similar list of embargoed or blocked persons applicable to persons or entities in the jurisdiction of such Party's domicile or use of the Services.

b. **Disclaimer of Implied Warranties. Except as expressly provided in the Agreement, the Avalara Technology, including Avalara Studio, is provided on an "as is" and "as available" basis, and Avalara does not make any warranties of any kind, whether express, implied, statutory, or otherwise, and each party specifically disclaims all implied warranties to the maximum extent permitted by applicable law.**

10. **Indemnification**.

a. **Indemnification by Avalara**. Avalara shall indemnify and defend Account Holder against any Losses arising from a third-party claim that Account Holder's use of the Avalara Technology in accordance with the Agreement infringes a copyright, registered trademark, issued patent, or other Intellectual Property right of such third party (an "***Infringement***"). "***Loss***" means any liability, loss, claim, settlement payment (including any settlement the Indemnitee agrees to pay as long as it is in a written settlement approved by Indemnitor in writing), cost and expense, interest, award, judgment, damages (including punitive damages), fines, fees, penalties, or other charges, filing fees and court costs, witness fees, costs of investigating and defending third party claims, and reasonable attorneys' and other professionals' fees, and any other fees.

b. **Indemnification by Account Holder**. Account Holder shall indemnify and defend Avalara against any Losses arising from a third-party claim that (i) Avalara's use of the Account Holder Technology in accordance with the Agreement causes an Infringement; (ii) results from Account Holder's breach of the Agreement; or (iii) results from Account Holder's violation of Applicable Law.

c. **Process**. The obligations of a Party ("***Indemnitor***") to defend or indemnify the other ("***Indemnitee***") under this Section 10 (*Indemnification*) are subject to the following: (i) the Indemnitee must promptly inform the Indemnitor in writing of any claim within the scope of the Indemnitor's defense or indemnity obligations set forth in the Agreement, provided that Indemnitor shall not be excused from its indemnity obligations for Indemnitee's failure to provide prompt notice except to the extent that the Indemnitor is prejudiced by any such failure; (ii) the Indemnitor shall be given exclusive control of the defense of such claim and all negotiations relating to the settlement thereof (except that the Indemnitor may not make any admissions on the Indemnitee's behalf or settle any such claim unless the settlement unconditionally releases the Indemnitee of all liability and the Indemnitee may participate in the defense of the claim at its sole cost and expense); and (iii) the Indemnitee must reasonably assist the Indemnitor in all necessary respects in connection with the defense of the claim at the Indemnitor's expense.

d. Neither Party has any obligation with respect to any actual or claimed Infringement by the Avalara Technology or the Account Holder Technology (each individually, the "***Technology***") to the extent the Infringement is caused by (i) the Indemnitee's Technology, (ii) use or modification of the Indemnitor's Technology other than as specified in the Documentation or the Agreement, (iii) combination of the Indemnitor's Technology with any products, software, services, data, or other materials not provided by the Indemnitor or approved by the Indemnitor in writing if the Infringement would not have occurred but for such combination, or (iv) any act or omission by the Indemnitee or any employee, agent, or Affiliate of the Indemnitor in violation of the Agreement, another agreement between the Parties, or applicable law.

e. This Section 10 states the entire obligation of Avalara and its licensors with respect to any actual or claimed Infringement by Avalara Studio.

11. **Exclusion of Certain Claims; Limitation of Liability**.

a. **Exclusion of Certain Claims**. In no event shall either Party be liable to the other Party or any other party for 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. The previous sentence will not apply to instances of gross negligence or willful misconduct, to a Party's breach of its confidentiality obligations set forth in Section 6 (*Confidential Information*), to a Party's infringement or misappropriation of the other Party's Intellectual Property, or to a Party's indemnification obligations.

b. **Limitation of Liability**. In no event shall Avalara's aggregate liability to Account Holder exceed $3,000 USD. The previous sentence does not apply to instances of gross negligence or willful misconduct, to Avalara's indemnification obligations, or to any infringement or misappropriation by Avalara of Account Holder's Intellectual Property.

c. **Limitation of Claims**. Except with respect to claims of infringement or misappropriation of any Intellectual Property or misuse of Confidential Information, neither Party may bring any claim relating to the Agreement more than two years after the events giving rise to the claim occurred.

d. **General**. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some or all of the above exclusions or limitations may not apply and the Parties may have additional rights.

12. **Miscellaneous**.

    a. **Publicity**. Neither Party shall issue any public statement regarding the Agreement without the other Party's prior written consent. Unless Account Holder has specifically notified Avalara to the contrary in writing, Avalara may use the name or logo of Account Holder to identify Account Holder as a user of Avalara Studio in accordance with that Account Holder's provided marketing guidelines.

    b. **Relationship of the Parties**. The Agreement does not create a partnership, joint venture, agency, or fiduciary relationship between the Parties. Account Holder's and Avalara's other business partners are independent of Avalara and are not Avalara's agents.

    c. **Third Party Beneficiaries**. The provisions of this Agreement are for the sole benefit of the Parties and this Agreement confers no rights, benefits, or obligations under this Agreement upon any person or entity not a party to this Agreement.

    d. **Governing Law; Jurisdiction and Venue**. The Agreement and all matters in connection with the Agreement will be governed by laws of the state of New York, without regard to any laws, treaties, or conflicts of laws principles that would apply the law of any other jurisdiction and without regard to the United Nations Convention on the International Sale of Goods. For any claims or causes of action arising out of the Agreement, the Parties agree to the exclusive jurisdiction of, and venue in, the state and federal courts located in New York County, New York.

    e. **Equitable Relief**. Each Party acknowledges that damages may be an inadequate remedy if the other Party violates the obligations under the Agreement, and each Party shall have the right, in addition to any other rights it may have, to seek injunctive relief without any obligation to post any bond or similar security.

    f. **Notices**. Avalara will communicate announcements of general interest by email or by posting on its website or in the Avalara Studio Account. Avalara will provide Account Holder with legal notices by email, mail, or courier to the address provided by Account Holder. Account Holder shall immediately notify Avalara if Account Holder's address for notice changes. Except as otherwise specified in the Agreement, all notices must be in writing, with account notices sent to customerloyalty@avalara.com and legal notices sent to legal@avalara.com.

    g. **Successors and Assigns**. Either Party may assign the Agreement without the other Party's consent to an entity that acquires all or substantially all of its assets or that is an Affiliate of the assigning Party, provided that (i) the assigning Party must provide notice to the other Party of the assignment, (ii) the assignee must agree in writing to be bound by the Agreement, and (iii) the non-assigning Party may prohibit assignment to a competitor. Except as provided above, neither Party may assign its rights or obligations under the Agreement without the other Party's prior written consent, such consent not to be unreasonably withheld or delayed, and any attempt to so assign the Agreement will be null and void. The Agreement will bind and inure to the benefit of each Party's permitted successors and assigns.

    h. **Severability**. If any provision of the Agreement is determined to be invalid or unenforceable by any court, then to the fullest extent permitted by law, that provision will be deemed modified to the extent necessary to make it enforceable and consistent with the original intent of the Parties and all other provisions of the Agreement will remain in full force and effect.

    i. **Waiver**. No waiver of any provision of the Agreement, nor consent by a Party to the breach of or departure from any provision of the Agreement, will in any event be binding on or effective against such Party unless it is in writing and signed by such Party, and then the waiver will be effective only in the specific instance and for the purpose for which given.

    j. **Entire Agreement**. These Avalara Studio Terms constitute the entire agreement and understanding between the Parties. Except as provided in Section 5 (*Modification*) of these Avalara Studio Terms, the Agreement

may not be modified or amended except by a written instrument executed by both Parties. Account Holder's standard terms of purchase (including purchase order terms), if any, are inapplicable.