

This Technology Partner Program document describes the terms and conditions of Avalara's Technology Partner Program for DAVO by Avalara and is subject to the Avalara Partnership Agreement between Avalara and Partner (the "**Partnership Agreement**"). The terms and conditions of this Technology Partner Program govern Avalara's offering of the Partner Program described below and Partner's participation in the Program. Terms not defined in this Technology Partner Program are defined in the Avalara Partnership Agreement or the General Partner Terms.

1. **Definitions.** Unless otherwise defined in this Technology Program, the capitalized terms used herein shall have the meaning set forth below:
 - a. "**API**" means application programming interface.
 - b. "**Connector**" means a software and communications interface, including an API, that connects an End User's business or financial software with DAVO by Avalara Service.
 - c. "**End User**" means a customer who purchases an Avalara Service in conjunction with a Connector Avalara develops for Partner under this Technology Program.
 - d. "**Service**" means the software and/or service provided to End Users by Avalara.
2. **Program.** Avalara will develop, maintain, and support the Connector(s).
3. **Commission.** If applicable, Avalara will pay Partner the commission rate set forth in the Partnership Agreement (the "**Commission Rate**") on the amounts attributable to an End User's purchase of DAVO by Avalara Service set forth in a Sales Order or renewal notice that includes access to the Connector (the "**Commission**") according to the terms of this Program.
 - a. **Commission Eligibility.** To be eligible for the Commission:
 - i. Avalara must receive full payment of all applicable fees from the End User; and
 - ii. Partner must have provided all tax documentation that Avalara needs to make payments to Partner, including Partner's W-9.
 - b. **Calculation.** Commission payments are based on percentage of "**Net Revenue**", which is defined as the gross amount actually received by Avalara from an End User for the Services as listed on Customer's Order Document or appearing on Customer's renewal notice. Net Revenue excludes: (a) subsequently credited charges, refunds, or charge backs; (b) if applicable, charges to an End User for exceeding its Avalara subscription plan level (*such as exceeding the number of transactions or returns included in a subscription plan*); (c) charges in connection with a change made to an End User's Avalara subscription plan during its subscription term; (d) postage, fax, insurance, or other administrative charges; and (e) any taxes, interest, fines, or other charges or assessments imposed or levied by a governmental agency.
 - c. **Exclusions and Limits.**
 - i. If Partner receives Commission under this Agreement, Partner will not be eligible to receive Commission under any other Avalara partner program for the same order of Services unless otherwise expressly agreed to by the Parties in the Avalara Partnership Agreement.
 - ii. If the End User purchases multiple Connectors from Avalara, the Parties will negotiate in good faith an arrangement to split the Commission payable for the Connector(s) subject to this Technology Partner Program.
 - d. **No Additional End User Fees.** As consideration for the Commission provided under this Agreement, Partner agrees to make the Connector available to End Users at no additional cost (including, but not limited to, fees

for installation or maintenance of the Connector).

4. Development.

- a. **Development.** Partner will assist with Avalara's development and launch of the Connector as set forth in the DAVO by Avalara Development and Marketing Plan at <https://www.avalara.com/us/en/legal/davo-development-marketing-plan.html>.
- b. **Connector Documentation, Training, and Access.** Partner will support documentation, training and access to the Connector as set forth in the DAVO by Avalara Development and Marketing Plan at <https://www.avalara.com/us/en/legal/davo-development-marketing-plan.html>.
- c. **Costs.** Unless otherwise specified in this Agreement and except for Partner's internal costs to support the development, integration and maintenance of the Connector as set forth in the DAVO by Avalara Development and Marketing Plan at <https://www.avalara.com/us/en/legal/davo-development-marketing-plan.html>, Avalara will bear sole responsibility for all expenses incurred in connection with the development, maintenance, and support of its Connector(s).
- d. **Partner Developer Tools and APIs.**
 - i. **Avalara Use.** Avalara may use any developer tools Partner makes available from time to time and Partner APIs to build and maintain a Connector. The Connector is Avalara Technology.
 - ii. **End User Data.** End Users may use the Partner API to access End User information and data to facilitate End Users' use of Avalara Services. End User information and data is only accessed at an End User's express request and is owned exclusively by the End User.
 - iii. **Test Account.** When available and requested by Avalara, Partner will provide to Avalara a sandbox or other account ("**Test Account**") at no charge solely for Avalara's internal business operations to develop, test, and demonstrate the Connector. Avalara shall not use the Test Account for any other purpose.
 - A. **Term; Suspension.** Avalara may use the Test Account during the Term. Suspension. Partner may suspend the Test Account without notice if (a) Avalara's use of the Test Account creates a risk to the security or performance of Partner's services; or (b) Avalara's materially breaches the Agreement or applicable law.
 - B. **Exclusion of Claims.** Neither party has liability to the other party or any third party with respect to the Test Account for any direct damages, 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. Neither party has indemnification obligations to the other party related to the Test Account.

5. Connector Maintenance and Support.

- a. **Maintenance.** Avalara will use commercially reasonable efforts to ensure that each Connector remains functional and compatible in all material respects with Avalara's Services. If an updated, modified, or new version of Avalara's Services affects the functionality of a Connector, Avalara will update the Connector to ensure proper functionality and compatibility and will provide the updated Connector to End Users within a commercially reasonable period of time. If Partner intends to discontinue support of, or make any API or other updates or modifications that impact the functionality of the Connector, Partner will provide at least 90

days' written notice in advance of the implementation of such updates or modifications so Avalara can ensure the continued functionality of the Connector.

b. **Technical Support.**

- i. **Avalara Support.** At Avalara's expense, Avalara will provide technical support to Partner and to End Users to answer questions and resolve problems to the extent such questions or problems relate to the Connector and will provide technical support relating specifically to Avalara's Services. Requests for technical support may come directly or by escalation or referral by Partner. Avalara will use commercially reasonable efforts to respond to technical support requests for the Connector consistent with our agreement with End Users.
- ii. **Partner Support.** Partner will provide technical support relating specifically to Partner's Services. If Avalara determines that a problem experienced by an End User is caused by Partner's Services and not Avalara's Connector, Avalara will refer such End User to Partner for technical assistance. Partner will use commercially reasonable efforts to respond to technical support requests from Avalara and End Users.

6. **Marketing Plan.** Promptly following the Effective Date, the Parties will collaborate to execute on the marketing plan in the DAVO by Avalara Development and Marketing Plan at <https://www.avalara.com/us/en/legal/davo-development-marketing-plan.html>. The Parties will review and revise the marketing plan on an annual basis. As part of the marketing Plan: (a) the Parties will participate in regular reviews of the business and the marketing activities in the Marketing Plan, and (b) Avalara will permit Partner and third parties (as the Parties mutually agree) to promote the DAVO by Avalara Service to potential End Users.

- a. Avalara shall make available to Partner a variety of graphic and textual images that serve to identify Partner as a member of this Program ("**Avalara Images**") and that may be used in hypertext links from Partner's website to Avalara's website ("**Avalara Links**") and for marketing the Services. Partner may, subject to the terms and conditions herein, display Avalara Links as often and in as many areas on Partner's website as Partner desires; however, the Avalara Links must land on the page on Avalara's website designated by Avalara. Partner shall not use Avalara Images or Avalara Links to direct traffic to any other web site or page. Partner shall cooperate fully with Avalara in establishing and maintaining Avalara Links. Partner shall only display Avalara Images provided to Partner by Avalara. Avalara may change or remove Avalara Images from time to time in its sole discretion, and Partner shall promptly update its website and any affected Avalara Links.
- b. Partner shall make available to Avalara a variety of graphic and textual images that serve to identify Avalara as its partner ("**Partner Images**") and that will establish hypertext links from Avalara's website to Partner's website ("**Partner Links**") and for Avalara to use in marketing Partner's services. Avalara may, subject to the terms and conditions herein, display Partner Links as often and in as many areas on Avalara's website as Avalara desires; however, Partner Links must land on the page on Partner's website designated by Partner. Avalara shall not use Partner Images or Partner Links to direct traffic to any other web site or page. Avalara shall cooperate fully with Partner in establishing and maintaining Partner Links. Avalara shall only display Partner Images provided to Avalara by Partner. Partner may change or remove Partner Images from time to time in its sole discretion, and Avalara shall promptly update its website and any affected Partner Links.
- c. If a Party wishes to create, publish, distribute, or permit any other material that makes reference to the other Party, such Party must first obtain the other Party's express written consent, which may be granted or withheld in the other Party's sole discretion.

7. **Fees and Payment.**

- a. **Payment.** Avalara will pay Commission payments ("**Payment(s)**") on a quarterly basis. Payments will be remitted to Partner within 30 days following the last day of the calendar quarter in which the Commission

was earned. Payments will only include amounts for funds actually collected by Avalara from End Users. The form, content, and frequency of the reports may vary from time to time in Avalara's sole discretion. Any Commissions due for funds collected by Avalara from End Users after the applicable Payment period will be applied to subsequent Payments.

- b. **Offsets and Refunds.** Subject to Section 7(d) (Claims) below, Avalara may deduct or offset amounts owed by Partner to Avalara from any Payments. For example, if Avalara pays Commission for an order of Services but Avalara never receives payment from the End User, or if any amount is paid to Partner in error, Avalara may deduct such paid amounts from subsequent Payments. In the event that a refund is issued to an End User, and a Commission was previously paid to Partner based on the amount that was subsequently refunded, Avalara may offset the amount of the Commission paid on the refunded amount from a future Payment. If the amount owed by Partner under this section exceeds the Payments owed to Partner, Partner will pay Avalara such excess amount owed within 30 calendar days of the date of Avalara's invoice.
 - c. **Taxes.** Each Party will be responsible for any taxes on property it owns or leases, for any franchise or privilege tax on its business, and for any tax based on its income or gross receipts. If withholding of any tax is required under applicable law in respect of any payment by Avalara to Partner hereunder, Avalara will: (a) withhold the appropriate amount from such payment, and (b) remit such amount to the relevant authorities in accordance with applicable laws.
 - d. **Claims.** Any claim for any unpaid, underpaid, or overpaid Commission made by either Party must be submitted to the other Party in writing within three months after the end of the calendar year in which the event giving rise to the claim occurred. Following the expiration of that three-month period, each Party agrees to waive any and all rights to assert a claim for such unpaid, underpaid, or overpaid Commission.
 - e. **Partner Invoices.** If applicable, Partner will submit invoices via email to davopartnerfinance@avalara.com or another address provided by Avalara. All invoices will be in U.S. dollars and contain sufficient detail to allow Avalara to determine the accuracy of the amounts billed. Avalara will pay invoices net 45 days from receipt of a correct and undisputed invoice.
8. **Term.** The initial term of this Agreement will begin on the Effective Date and will continue for one year, to the first anniversary of the Effective Date (the "**Initial Term**"). At the end of the then-current Initial Term or Renewal Term, this Agreement will automatically renew for an additional one-year period (a "**Renewal Term**") unless either Party provides written notice of non-renewal to the other Party at least 30 calendar days' prior to the expiration date of the then-current Initial Term or Renewal Term. The Initial Term and each Renewal Term are collectively referred to as the "**Term**".
9. **Modification.** Avalara may modify this Program. If Avalara modifies this Program, it will provide written notice to Partner of those modifications at least 90 days prior to the effectiveness of the modifications. If modifications materially and adversely affect Partner, and Partner does not wish to accept such modifications, then Partner may terminate its participation in the Program and this Agreement, and the modifications will not apply during any wind down period (as described in Section 11). If modifications are necessary to comply with Applicable Laws, Avalara will use commercially reasonable efforts to provide prior notice when practicable. If Partner does not terminate its participation in the Program as specified in this Section 9 (Modification), then Partner will be bound by the modified terms beginning upon the effective date set forth in the modification notice.
10. **Termination.**
- a. **Material Breach.** Either Party may immediately terminate this Agreement for cause by giving written notice of termination to the other if the other Party breaches any of its material obligations under this Agreement and does not cure the breach within 30 calendar days after the non-breaching Party gives written notice to the breaching Party.
 - b. **Effect of Termination or Expiration.** Except as otherwise provided in this Agreement, upon termination or expiration of this Agreement:

- i. All rights and licenses granted under this Agreement will immediately cease;
- ii. Neither Avalara nor Partner will have an obligation to support or maintain Connector(s), and Avalara will stop charging End Users for their use of the Connector upon the expiration of their then-current Subscription Terms;
- iii. End Users of Partner's deployed on-premise solution(s), if any, have the right to continue to use the associated Connector(s) at their own risk, and Partner shall have no obligations with regard to such use;
- iv. Each Party will immediately stop using and either destroy or delete any Confidential Information (*as defined in the General Partner Terms*) provided by the other Party under this Agreement; and
- v. Those provisions of this Agreement that by their nature should survive termination or expiration will survive, including, but not limited to, ownership provisions, confidentiality, disclaimers, indemnities, and limitations of liability.

11. **Wind Down.** Both Parties acknowledge that some End Users subscribe to the Services based on the availability of the Connector and rely on the availability of that Connector. To mitigate any disruption to those End Users, for a period not to exceed 18 months after the date of any termination or expiration of this Agreement, both Parties (a) will ensure that existing End Users can continue to use the applicable Service for the remainder of those End Users' subscriptions, and (b) will continue to perform their maintenance and support obligations under this Agreement with respect to Connectors and Services until all Avalara Service subscriptions with End Users using the Connector have terminated or transitioned to other Connectors.