

DAVO by Avalara Integration Development Plan

Avalara and Partner will coordinate development of a DAVO by Avalara integration in a three-phase project:

- **Phase I: Development** (estimated four to eight weeks). During this phase:
 - Avalara will build an integration to the Partner API
 - Partner will assist Avalara to identify 1 to 5 customer accounts (the “**Development Customers**”) who will grant Avalara authorization to use such Development Customer’s accounts for development and quality assurance purposes only. For the avoidance of doubt, no funds will be set aside, and no tax returns will be filed during this Phase I
 - Partner will use reasonable efforts to provide a variety of use-cases across these Development Customers
 - During this Phase, Avalara shall perform development work and Partner will be available for technical support questions regarding the API
- **Phase II: Beta** (estimated 2 to 4 weeks). Upon mutual agreement of the Parties, the project will enter a Beta period. During this Phase II:
 - Provided each Development Customer provides their consent, 1 to 5 Development Customers selected by Avalara shall be offered to enter a Beta period (such customers, the “**Beta Customers**”).
 - During this Phase II and for a 3 to 6 months period, as agreed by Avalara and Partner, Avalara will provide its DAVO by Avalara production services, include daily set-asides and automatic return filing, to such Beta Customers at no cost. If any Beta Customers selected by Avalara elect not to proceed with the Phase II as Beta Customers, Partner may nominate additional, up to 5 Development Customers, to be Beta Customers.
- **Phase III: Launch**. Upon agreement by the Parties that the Beta is satisfactory, such agreement not to be unreasonably withheld, Avalara will proceed to launch the product for sale to the Partner customer base.

The Parties acknowledge that quality of service is paramount to the success of the project and will work diligently to solve technical or use-case-specific issues, to ensure that the customer experience is maximized and reinforces both companies’ reputation and brand for quality and customer service. Partner is responsible for its costs, including its personnel costs, to provide the support and other assistance assigned to Partner for the development, implementation, and maintenance of the integration as set forth in this plan.

To facilitate the Avalara integration as provided for herein, Partner shall make available to Avalara through a REST (or similar) API such information or documentation as may be required by Avalara, which includes, but is not limited to:

- Company Name
- Location Name
- Location Address
- Location Business Hours (business day)
- Configured Tax Rates
 - Tax Rate Unique ID
 - Tax Rate Percentage
 - Tax Rate Name
- Company Catalog
 - Menu Item Name

- Menu Item Price
- Associated Tax Rates
- Modifier Name
- Modifier Price
- Associated Tax Rates
- Orders
 - Order Update Time
 - Order Line Items
 - Menu Item
 - Line Item Discounts (if any)
 - Applied Tax Rates
 - Total Sales Amount
 - Total Tax Amount
 - Payments
 - Sales Amount
 - Tip Amount
 - Tax Amount
 - Total (optional)
 - Transaction Type: Credit Card / Cash / Other
 - Applied Tax Rates
 - Tax Rate ID
 - Tax Rate Name,
 - Tax Rate Percentage
 - Portion of sales applied
 - Tax
 - Refunds
 - Refunded Sales Amount
 - Refunded Tip Amount
 - Refunded Tax Amount
 - Refunded Total (optional)
 - Transaction Type: Credit Card / Cash / Other
 - Applied Tax Rates
 - Tax Rate ID

- Tax Rate Name,
- Tax Rate Percentage
- Portion of sales applied
- Tax

Avalara shall be permitted to poll the information listed above from Partner on a daily basis after the close of business for the previous day, as well as arbitrary historical periods that are available with a minimum granularity of business-day.

The Catalog requirements above are in place for future service designed to assist customers in properly categorizing their products in the proper tax categories (where applicable). This information shall be provided in a format that allows equivalent values to be calculated.

Authentication for API access may be by OAuth and/or shared secret token along with Partner internal permissions. Ideally webhooks will be available for "install" and "uninstall" events. If webhooks are not available, a pollable "authorized Restaurants" endpoint may be used in the alternative.

DAVO by Avalara Integration Marketing Plan

It is important to ensure that the Parties are working together to promote the DAVO by Avalara integration to prospective mutual customers. With this in mind, set forth below is a marketing plan to support the Technology Program.

- Each Party will provide an assigned marketing contact to work collaboratively with the other Party's marketing contact and relationship management groups.
- Partner shall provide Avalara with a "Marketing Toolkit" which shall include a portfolio of standard collateral, various marketing communications, and copy available and ready to customize by Avalara, and which Avalara may use with End Users.
- Partner and Avalara will work collaboratively to make mutually agreed upon updates to all marketing collateral, including documents related to End-User-facing marketing initiatives.
- Each Party shall include, within their respective website, a pre-approved paragraph (at minimum) about the other Party's services, and a link to the other Party's relevant landing page.
- Partner and Avalara will jointly agree on target markets for co-marketing campaigns and work collaboratively to develop co-marketing campaigns at a mutually agreed upon time after completing integration. These co-marketing campaigns may include, but are not limited to:
 - Joint authored email announcement within one (1) month of launch to Partner's customer base introducing them to Avalara;
 - Avalara banner placement in the Partner integrations accounting section;
 - Create opportunities for Avalara to present to Partner sales, training, and customer support staff at least twice per calendar year;
 - Publish one or more sales tax related articles in the Partner blog authored or co-authored by Avalara and reasonably approved by Partner with distribution in a blog email;
 - Inclusion of Avalara marketing materials and occasionally personnel in Partner trade show booths if applicable.

Partner will work collaboratively with Avalara on any other mutually agreed upon marketing, media, social media, acquisition, or retention initiatives and develop mutually agreed upon guidelines around the use of each other's trademarks and brand elements.