

These DAVO by Avalara for Technology Partners Terms and Conditions ("**DAVO Technology Partner Terms**") govern Avalara's offering of, and Partner's participation in, DAVO by Avalara for Technology Partners (the "**Program**"), and are in addition to and incorporate by reference the Avalara Partner Program General Terms and Conditions (located at <http://partners.avalara.com/partnergeneralterms>) (the "**General Partner Terms**"), as well as the Avalara Partner Program Agreement between Avalara and Partner (the "**Partner Program Agreement**"). Terms not defined in these DAVO Technology Partner Terms are defined in the General Partner Terms or the Partner Program Agreement. If a provision of these DAVO Technology Partner Terms conflict with the General Partner Terms or the Partner Program Agreement, the Partner Program Agreement governs, followed by these DAVO Technology Partner Terms, and, lastly, the General Partner Terms.

1. **Definitions.** The capitalized terms used herein shall have the meanings set forth below:

- a. "**Partner API**" means the application programming interface, built and maintained by Partner, that enables the synchronous integration between the Partner Solution and the Avalara Services. The Partner API is deemed to be Partner Technology.
- b. "**Connector**" means a software and communications interface that, via the Partner API, connects the Partner's Solution with a Service. Connectors are deemed to be Avalara Technology.
- c. "**Customer**" means a customer who purchases a Service in conjunction with the Connector. This definition applies for purposes of the DAVO Technology Partner Terms and the General Partner Terms, as incorporated for the DAVO Technology Partner Program.
- d. "**Financial Incentives**" means the amounts payable to Partner by Avalara as compensation for a Customer's purchase of the Services in accordance with Section 2 (*Financial Incentives*) below.
- e. "**Service**" means the software or service provided to Customers by Avalara through use of the Connector. The Services that are eligible for Financial Incentives are set forth in Exhibit A.
- f. "**Service Fees**" means the fee types that are eligible for Connector Incentives. The Service Fees are set forth in Exhibit A.

2. **Financial Incentives.** Subject to these DAVO Technology Partner Terms, Partner will earn Financial Incentives when a Customer purchases Services set forth in Exhibit A through the Connector ("**Connector Incentive**").

- a. **Commission Incentive Eligibility.** For Partner to be eligible to earn Commission Incentives, the following conditions must be met:
 - i. The Partner API(s) are provided to Avalara for development, testing, and maintenance of the Connector, such that it remains functional and compatible with the Service.
 - ii. Avalara must have received full payment of all applicable fees from the Customer; and
 - iii. Partner must have provided all tax documentation and other information that Avalara needs to make payments to Partner, including Partner's W-9 or equivalent document.
- b. **Calculation.** Connector Incentives are calculated by multiplying the applicable percentage set forth in Exhibit A ("**Connector Incentive Rate**") by Net Revenue. "**Net Revenue**" means the gross amount of Service Fees actually received by Avalara from a Customer for the eligible Services being used with the Partner API(s). Net Revenue excludes: (i) subsequently credited charges, refunds, or charge backs; (ii) charges to a Customer for exceeding its Avalara subscription plan level (*such as exceeding the number of transactions or returns included in a subscription plan*); (iii) charges in connection with a change made to a Customer's Avalara subscription plan during its subscription term; (iv) postage, fax, insurance, or other administrative charges; and (v) any taxes, interest, fines, or other charges or assessments imposed or levied by a governmental

agency.

- c. **Exclusions.** Except as may otherwise be provided in the Partner Program Agreement, if Partner receives a Connector Incentive under these DAVO Technology Partner Terms, Partner will not be eligible to receive financial incentives under any other Partner Program offered by Avalara for the same order of Services.
- d. **No Additional Customer Fees.** Partner agrees to make the Connector available to Customers at no additional cost.

3. Development and Maintenance of Connector.

- a. **Avalara Development and Maintenance.** Avalara will develop and maintain the Connector.
- b. **Partner Assistance.** Partner will assist with Avalara's development, launch, 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> and these DAVO Technology Partner Terms.
- c. **Partner API(s) and Developer Tools.** During the Term and any Wind Down Period (defined below), Partner shall provide the Partner API(s) to enable Avalara to (i) develop and test the Connector, and (ii) ensure the Connector remains functional and compatible with the Service for Customers. Avalara may use any Partner APIs and developer tools Partner makes available to build and maintain the Connector.
- d. **Partner Solution and API Updates.** Partner will provide Avalara with at least 30 days' prior written notice of any relevant changes to the Solution or its API(s) that are likely to affect the functionality or compatibility of the Connector. If any such changes require updates to the Connector to maintain functionality or compatibility, Partner will provide support and updated API documentation to enable uninterrupted Connector use by Customers.
- e. **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.
 - i. **Term.** Avalara may use the Test Account during the Term.
 - ii. **Suspension.** Partner may suspend the Test Account without notice if (1) Avalara's use of the Test Account creates a risk to the security or performance of Partner's services; or (2) Avalara materially breaches the Agreement or applicable law.
 - iii. **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.
- f. **Customer Data.** Avalara may use the Partner API to access and import Customer information and data to facilitate Customers' use of the Services.

4. Support.

- a. **Partner Support.** At Partner's expense, Partner will provide technical support to Avalara and to Customers to answer questions and resolve problems to the extent such questions or problems relate to the Partner's Solution or the Partner API(s). Requests for technical support may come directly or by escalation or referral

by Avalara. Partner will use commercially reasonable efforts to respond to technical support requests for Partner's Solution or the Partner API(s) within two business days and at no less than the same level of support that Partner provides to Partner's own customers and end users.

- b. **Avalara Support.** Avalara will provide technical support relating specifically to Avalara's Services and the Connector. If Partner determines that a problem experienced by a Customer is caused by Avalara's Services or the Connector and not Partner's Solution or the Partner API(s), Partner will refer such Customer to Avalara for technical assistance.

5. **Marketing Plan.** Promptly following the Effective Date, the Parties will collaborate to execute on the marketing plan, in accordance with 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 Service to potential Customers.

- 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.

6. Fees and Payment.

- a. **Payment.** Avalara will pay Connector Incentive payments ("**Payment(s)**") within 30 days from the end of the calendar quarter in which the applicable Service fees were received from Customer. Payments will only include amounts for funds actually collected by Avalara. Avalara will track qualifying sales to Customers and make reports available to Partner. The form, content, and frequency of the reports may vary from time to time in Avalara's sole discretion. Any reporting is considered Avalara's Confidential Information. Partner shall strictly limit access to these reports to Partner personnel who need access solely to fulfill Partner's obligations under the Program.
- b. **Offsets and Refunds.** Subject to Section 6(d) (*Claims*) below, Avalara may deduct or offset amounts owed by Partner to Avalara from any Payments. Partner may owe amounts to Avalara as a result of a Connector

Incentive paid for an order of Services where Avalara never receives payment from the Customer, for a Connector Incentive paid for an order of Services that is subsequently refunded to a Customer, or for amounts paid to Partner in error, among others. 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: (i) withhold the appropriate amount from such payment, and (ii) remit such amount to the relevant authorities in accordance with applicable laws.
 - d. **Claims.** Any claim for any unpaid, underpaid, or overpaid Connector Incentives 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 period, each Party agrees to waive any and all rights to assert a claim for such unpaid, underpaid, or overpaid Connector Incentive.
 - 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.
 - f. **Avalara Affiliates.** If and to the extent the applicable Services are provided to a Customer by Avalara's Affiliate, Avalara or its Affiliate may make Payments to Partner.
7. **Modification.** Avalara may modify these DAVO Technology Partner Terms, including, for example, Exhibit A. If Avalara modifies these DAVO Technology Partner Terms, 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 Partner's Program Enrollment, and the modifications will not apply during any Wind Down Period. 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 Partner's Program Enrollment as specified in this Section 7 (*Modification*), then Partner will be bound by the modified terms beginning upon the effective date set forth in the modification notice.
8. **Term.** The initial term of Partner's participation in the Program ("**Partner's Program Enrollment**") will begin on the Effective Date of the Partner Program Agreement and will continue for one year (the "**Initial Term**"). At the end of the Initial Term or then-current Renewal Term, Partner's Program Enrollment 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 of the then-current Initial Term or Renewal Term. The Initial Term and each Renewal Term are collectively referred to as the "**Term**".
9. **Termination.**
- a. **Material Breach.** Either Party may immediately terminate this Partner's Program Enrollment for cause by giving written notice of termination to the other if the other Party materially breaches any of its contractual obligations related to Partner's participation in the Program 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 these DAVO Technology Partner Terms or the General Partner Terms, upon termination or expiration of Partner's Program Enrollment:
 - i. All rights and licenses granted under the Program will immediately cease;
 - ii. Customers of Partner's Solution 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;

- iii. Upon written request, 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 in connection with Partner's participation in the Program; and
 - iv. Those provisions of these DAVO Technology Partner Terms, the General Partner Terms, and Partner Program Agreement that by their nature should survive termination or expiration will survive, including, for example, ownership provisions, confidentiality, disclaimers, indemnities, and limitations of liability.
- c. **Wind Down.** Both Parties acknowledge that some Customers 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 Customers, for a period not to exceed 18 months after the date of any termination or expiration of Partner's Program Enrollment, both Parties (a) will ensure that existing Customers can continue to use the Connector and the applicable Service for the remainder of those Customers' Service subscriptions, and, if a Customer has less than 120 days remaining in a current 12-month Service subscription term, for an additional 12-month renewal subscription term (such period, the "**Wind Down Period**"), and (b) will continue to perform their maintenance and support obligations under these DAVO Technology Partner Terms with respect to Connectors and Services until all Service subscriptions with Customers using the Connector have terminated or transitioned to other Connectors. During the Wind Down Period, Partner will maintain the Partner API to ensure there is no material change to the features, functionality, and compatibility of the Connector with the Services.

Exhibit A

Connector Incentive Rates

Service	Service Fee	Connector Incentive Rate
DAVO by Avalara*	Subscription	10%

*" **DAVO by Avalara**" means the DAVO by Avalara Service where Avalara provides returns filing and tax funds remittance.