

These CertExpress End User Terms of Use (these “**CertExpress Terms**”) apply whenever a party (“**End User**”) accesses or uses the Avalara Technology for the CertExpress service. By accessing or using the Avalara Technology, End User agrees to be bound by these CertExpress Terms, including all terms incorporated herein by reference. If End User does not agree to these CertExpress Terms, End User must not access or use the Avalara Technology. Any End User accessing and using the Avalara Technology on behalf of an organization accepts these CertExpress Terms on behalf of such organization and warrants they are authorized to do so. For clarity, the Avalara Service Terms and Conditions located at <https://legal.avalara.com/#serviceterms> do not apply to these CertExpress Terms.

Avalara periodically updates these CertExpress Terms, so End User must regularly review them. Avalara will post the effective date of any updates at the beginning of these CertExpress Terms. By continuing to use the Avalara Technology or Content after an update, End User agrees to the terms of the update.

1. **DEFINITIONS.** Unless otherwise defined in these CertExpress Terms, capitalized terms have the following meaning:
 - a. “**Affiliate**” means an entity that controls, is controlled by, or is under common control with Avalara.
 - b. “**Applicable Laws**” means all applicable local, state, provincial, federal, and international laws and regulations.
 - c. “**Avalara**” means Avalara, Inc., a Washington corporation with offices located at 512 S. Magnum Street #100 Durham, NC 27701.
 - d. “**Avalara Technology**” means the technology and Intellectual Property used in providing the products and services offered by Avalara, including computer software programs, websites, networks, and equipment.
 - e. “**Content**” means any information provided by Avalara through its services, including, for example, tax forms, laws, explanations, answers, matrices, rates, rules, fees, ontologies, taxonomies, decision trees, history and changes, AvaTax codes, tax code mappings, data schemas, reports, taxing jurisdiction boundary information, information about exemption certificates, information about applicable regulations, responses to questions posed through the “Ask an Expert” feature, and anything provided through a custom library and/or through a customized research engagement.
 - f. “**End User Data**” means any information, including Personal Information, uploaded, provided, or made accessible to Avalara’s systems by or related to End User or its Representatives.
 - g. “**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.
 - h. “**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.
 - i. “**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.
 - j. “**Representative**” means a director, officer, employee, consultant, advisor, representative, or agent of the subject party.
 - k. “**Third-Party Applications**” means computer software programs and other technology that are provided or made available to End User by third parties.
2. **USE OF AVALARA TECHNOLOGY**
 - a. **General.** Avalara grants End User a limited, revocable, nonexclusive, nontransferable, nonassignable, worldwide right to access and use Content and Avalara Technology solely for End User’s internal business operations. Avalara reserves all other rights.

- b. **Acceptable Use.** In accessing and using Avalara Technology, End User must comply with Avalara's Acceptable Use Policy located at legal.avalara.com/#aup.
- c. **Restrictions.** End User shall not use Content or Avalara Technology for the benefit of any third party. End User shall not (i) reverse assemble, reverse engineer, decompile, or attempt to derive source code from Content or Avalara Technology; (ii) reproduce, modify, create, or prepare derivative works of Avalara Technology or Content; (iii) distribute or display Content or Avalara Technology; (iv) share, sell, rent, lease, or otherwise distribute access to Content or Avalara Technology; (v) alter, destroy, or otherwise remove any proprietary notices within Content or Avalara Technology; or (vi) disclose the results of any benchmark tests to any third parties without Avalara's prior written consent.

3. PROPRIETARY RIGHTS

- a. **Avalara's Intellectual Property.** Avalara and Avalara's licensors retain and own all right, title, and interest in Content and Avalara Technology, and all enhancements or improvements to, or derivative works of, the foregoing, including any Intellectual Property rights therein. Nothing in these CertExpress Terms transfers or conveys to End User any ownership interest in Avalara's Intellectual Property.
- b. **Suggestions.** If End User provides Avalara with any suggested improvements to the Services, that suggestion is provided "as-is," and End User grants Avalara a nonexclusive, perpetual, irrevocable, fully paid-up, royalty-free, worldwide license to, with rights to transfer, sublicense, sell, use, reproduce, display, and make derivative works of, such suggested improvements.

4. PRIVACY AND SECURITY

- a. **Use of End User Data.** Avalara's retention, use, and disclosure of End User Data and Personal Information of an employee or other authorized Representative of End User that is collected or received by Avalara in connection with End User's use of Avalara Technology is governed by the Avalara Privacy Policy available at <https://www.avalara.com/privacy-policy>, which describes how to manage individual communication preferences. End User shall be responsible for informing its own Representatives of the processing of their Personal Information under these terms. If End User uses CertExpress to generate or update a certificate that will be utilized for tax compliance purposes by an Avalara customer, End User acknowledges and agrees that Avalara will disclose such certificate to that Avalara customer.

5. TERMINATION OF ACCESS

- a. Avalara may terminate End User's access to Avalara Technology and/or Content at any time in its sole discretion.

6. WARRANTIES

- a. **Disclaimer of Warranties.** Avalara Technology and Content is provided to End User on an "as-is" and "as available" basis, and Avalara makes no warranties of any kind, whether express, implied, statutory, or otherwise, and each Avalara specifically disclaims all implied warranties, including the implied warranties of, non-infringement, merchantability and fitness for a particular purpose, to the maximum extent permitted by Applicable Laws. End User acknowledges and agrees that End User has not relied on any future availability of any service offerings, technology, or additional, enhanced or updated features or functionality.
- b. **Relationship of the Parties; No Professional Tax Opinions or Legal Advice.** These CertExpress Terms do not create a partnership, joint venture, agency, or fiduciary relationship between the parties. End User acknowledges and agrees that Avalara does not provide legal advice, including legal or professional tax opinions or management advice. End User is responsible for its own tax policies and tax reporting positions taken. End User is responsible for conducting its own due diligence and seeking the assistance of a qualified legal, tax, or accounting professional.

7. INDEMNIFICATION

- a. **Indemnification by End User.** End User shall indemnify and defend Avalara and its Affiliates and their respective directors, officers, and employees against Losses incurred as a result of End User's use of Avalara Technology and Content. "**Loss**" means any liability, loss, settlement payment (including any settlement the indemnifying party agrees to pay, as long as it is in a

written settlement approved by the indemnified party in writing), interest, award, judgment, damages (including punitive damages), fines, fees, penalties, filing fees and court costs, witness fees, reasonable attorneys' and other professionals' fees, other reasonable investigation and defense costs, and any other fees, costs, expenses and charges.

8. LIMITATION OF LIABILITY

- a. **Waiver of Consequential Damages.** To the fullest extent permitted by law, in no event shall Avalara be liable for any incidental, special, indirect, or consequential damages whatsoever, including, without limitation, damages for loss of profits, loss of data, business interruption, or any other commercial damages or losses, arising out of or related to End User's use of or inability to use the Avalara Technology and Content, however caused, **regardless of the theory of liability (contract, tort, or otherwise)** and even if licensor has been advised of the possibility of such damages.
- b. **Limitation of Liability.** To the fullest extent permitted by law, in no event shall Avalara's aggregate liability to End User arising out of these CertExpress Terms or any use of or inability to use the Avalara Technology or Content (regardless of the theory of liability including, without limitation, contract, warranty, tort, or otherwise) exceed \$50.
- c. **General.** These exclusions and limitations apply even if the remedies are insufficient to cover all of the losses or damages of End User. 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 End User may have additional rights.

9. MISCELLANEOUS

- a. **Anti-Corruption Laws.** End User shall at all times comply with all applicable anti-corruption laws, including, to the extent applicable, (1) the U.S. Foreign Corrupt Practices Act of 1977, as amended, and (2) the UK Bribery Act 2010.
- b. **Relationship of the Parties; No Professional Tax Opinions or Legal Advice.** These CertExpress Terms do not create a partnership, joint venture, agency, or fiduciary relationship between the parties. End User acknowledges and agrees that Avalara does not provide legal advice, including legal or professional tax opinions or management advice. End User is responsible for its own tax policies and tax reporting positions taken. End User is responsible for conducting its own due diligence and seeking the assistance of a qualified legal, tax, or accounting professional.
- c. **Third-Party Applications.** Avalara is not responsible for and does not in any way endorse any Third-Party Applications or websites linked to by Avalara's website or the Services.
- d. **Governing Law; Jurisdiction and Venue.** These CertExpress Terms and all matters in connection with these CertExpress Terms 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 CertExpress Terms, the parties agree to the exclusive jurisdiction of, and venue in, the state and federal courts located in New York County, New York.
- e. **Severability.** If any provision of these CertExpress Terms 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 these CertExpress Terms will remain in full force and effect.
- f. **Waiver.** No waiver of any provision of these CertExpress Terms, nor any consent by a Avalara to the breach of or departure from any provision of these CertExpress Terms, will in any event be binding on or effective against Avalara unless it is in writing and signed by Avalara, and then the waiver or consent will be effective only in the specific instance and for the purpose for which given.
- g. **No Third-Party Beneficiaries.** These CertExpress Terms do not and are not intended to confer any rights or remedies upon any party, including End User's clients (if applicable), except Avalara and End User.

- h. **Entire Agreement.** These CertExpress Terms constitute the entire agreement and understanding between the parties with respect to the subject matter hereof and supersede all prior or contemporaneous written, electronic, or oral communications, representations, agreements, or understandings between the parties with respect thereto.

10. **ADDITIONAL POLICIES.** Links to the additional policies below are provided for reference.

Acceptable Use Policy (AUP)	avalara.com/us/en/legal/acceptable-use.html
Privacy Policy	avalara.com/us/en/legal/privacy-policy.html