

These Avalara Capital Service-Specific Supplemental Terms ("**Capital Terms**") govern Customer's use of Avalara Capital. These Capital Terms are in addition to, and incorporate by reference, the Avalara Service Terms and Conditions located at <https://www.avalara.com/terms> (the "**Terms**"). Any capitalized terms used in these Capital Terms and not defined have the meanings given in the Terms.

1. Definitions.

- a. "**Loan**" means a loan offered by a Third-Party Lender and accepted by Customer.
- b. "**Third-Party Lender**" means any third-party lender that offers Loans to customers through Avalara Capital.
- c. "**Third-Party Lender Agreement**" means the agreement that Customer and Third-Party Lender enter with respect to a Loan describing Loan payment obligations and consequences of delinquency.

2. Customer Representations. Customer represents and warrants (i) it is a business based in the United States outside of Nebraska, (ii) it is not a sole proprietorship, and (iii) it intends to use Loans for lawful business purposes and not for personal, family, or household uses.

3. Customer Acknowledgement of Avalara's Limited Role. Customer acknowledges and agrees that (i) neither Avalara nor its Affiliates are originating, funding, underwriting, or otherwise extending Loans to Customer or any third party through Avalara Capital; (ii) by taking out a Loan with a Third-Party Lender through Avalara Capital, Customer enters into a Third-Party Lender Agreement directly with Third-Party Lender that governs the provision and repayment of Loans; and (iii) Third-Party Lenders are not affiliated with Avalara. Customer further acknowledges and agrees that Avalara is not a party to and will have no liability or obligation under the Third-Party Lender Agreement, the promissory note, or any other documents governing the provision or repayment of Customer's Loan, including overdraft and other bank fees. By taking out a Loan, Customer authorizes Avalara Technologies, LLC, to contact Customer on behalf of a Third-Party Lender regarding Loan repayment to the Third-Party Lender.

4. Disclaimer for Loan Repayment and Servicing. The terms and conditions of repayment, including interest rates, principal balances, fees, payment schedule, default consequences, and all other aspects of loan servicing, are determined and managed exclusively by the Third-Party Lender. Avalara expressly disclaims all responsibility and liability for:

- a. Any issues related to Customer's repayment of the loan, including the processing of payments, application of funds, interest calculations, or disputes over payment amounts.
- b. Any errors, inaccuracies, delays, or failures in payment notifications sent by Avalara. While Avalara may send courtesy payment notifications, these are provided solely as convenience and on an "as-is" basis, and do not constitute an official loan statement or demand. Customer must rely solely on the official communications and records provided by the Third-Party Lender for all payment and account information.
- c. Any default, foreclosure, collection actions, or adverse credit reporting initiated by the Third-Party Lender or its agents.
- d. Any loss of data, unauthorized access to Customer's Loan account, or failure of the Third-Party Lender's security systems.

5. Sole Recourse. Customer agrees that its sole and exclusive recourse for any dispute, issue, or claim arising from or related to the Loan, its terms, or its repayment, is against the applicable Third-Party Lender, and not against Avalara. Customer waives any claims against Avalara related to the Loan or its repayment, including to the extent due to the unavailability of Avalara Capital or any issues with the information contained therein.

6. Deviations from the Terms.

- a. **No Subscription Term.** Unless earlier terminated, the Agreement will remain active for as long as Customer has access to Avalara Capital or Loans outstanding. Customer's access will continue until the termination, expiration, or Customer's full repayment (including any accrued fees, penalties, and interest) of all outstanding Loans from a Third-Party Lender, whichever is last. Avalara may terminate Customer's access to Avalara Capital services at any time without notice, provided that any termination of access does not affect Customer's repayment obligations to a Third-Party Lender. Provisions in the Terms specifically applicable to subscription Services (including descriptions of Subscription Terms) do not apply. Provisions in the Terms specifically applicable to subscription Services (including descriptions of Subscription Terms) do not apply.
- b. **Status Updates and Planned Downtime.** Avalara may elect not to provide status updates with respect to Avalara Capital. Avalara may elect not to provide notice of planned downtime with respect to Avalara Capital.
- c. **Customer Affiliates.** If Customer enables its Affiliates to use Avalara Capital, Customer represents and warrants that (i) such Affiliate uses other Avalara Services under Customer's Account and Customer and its Affiliates are jointly and severally liable for any fraud or misuse of the Services, (ii) such Affiliate, if applying for a Loan, will apply for such Loan with Third-Party Lender under its own name, and (iii) the information such Affiliate provides to the Third-Party Lender is accurate with respect to, and attributable solely to, such Affiliate.
- d. **Avalara Affiliates.** Avalara may rely on Affiliates to provide certain Services to Customer or satisfy obligations that it has to Third-Party Lender. To the extent that any Services provided in connection with Avalara Capital are regulated by states as loan servicing or brokering, those Services are performed by Avalara Technologies, LLC. Notwithstanding the foregoing, other references to "Avalara" in the Agreement refer to the Avalara entity with which Customer is contracted.
- e. **Use of Customer Data.** In addition to the rights in Section 4(a) of the Terms (*Use of Customer Data*), Customer hereby authorizes and instructs Avalara to disclose Customer Data, including data obtained from Customer's bank account, Customer's enterprise resource planning (ERP) system, and Customer Data collected or derived from other Avalara Services, to Third-Party Lenders. Such disclosure may include disclosure to entities that are not Third-Party Lenders at the time Customer submits an application for access to Avalara Capital. The foregoing disclosure shall be for the limited purposes of credit analysis, underwriting, program management, and such other purposes as are reasonably necessary to enable the applicable Third-Party Lender to provide its services to Customer. Each Third-Party Lender shall be permitted to anonymize Customer Data derived from Customer's application for, and use of, Avalara Capital, excluding personal data relating to Customer contained within Customer Data. Third-Party Lenders may use such anonymized data for their own internal business purposes. This Section constitutes Customer's specific instruction and authorization to Avalara for the disclosures and processing activities described herein.
- f. **Indemnification.** Sections 10(a)(2) and 10(a)(3) of the Terms (*Indemnification by Avalara*) do not apply to Avalara Capital.