

These Avalara Implementation Certification Terms and Conditions ("**Terms**") govern Avalara's offering of, and Provider's participation in, the Avalara Implementation Certification Program (the "**Program**"). These Terms are in addition to, and incorporate by reference, the Avalara Partner Program General Terms and Conditions (located at <https://legal.avalara.com/partner.legal.center>) (the "**General Partner Terms**"), as well as the Avalara Partner Program Agreement ("**Program Agreement**") between Avalara and Provider. The Partner Program Agreement identifies the Programs in which Partner has elected to participate. Capitalized terms not defined in these Terms are defined in the Program Agreement or the General Partner Terms. If a provision of these Terms conflicts with the General Partner Terms or the Program Agreement, the Program Agreement governs, followed by these Terms, and, lastly, the General Partner Terms.

1. **Definitions.** Unless otherwise defined in the Agreement, capitalized terms have the following meanings:

- a. "**Avalara Certified Implementation Expert**" or "**ACIE**" means Certified Implementation Provider's employees who meet Certification Requirements for one or more Services.
- b. "**Certification**" means that Provider and all its ACIEs who perform Implementation Services meet Avalara's Certification Requirements (as defined below) for a Service. A Provider is "**Certified**" if it has achieved Certification.
- c. "**Certified Implementation Provider**" means a Provider that Avalara determines has achieved Certification with respect to one or more Services.
- d. "**CIP Badge**" means an Avalara Implementation Certification Program badge that Avalara licenses to Certified Implementation Provider for use in accordance with the Agreement. CIP Badges are Avalara's Intellectual Property.
- e. "**Customer**" means a customer who purchases an Avalara Service and for whom Certified Implementation Provider is performing Implementation Services.
- f. "**Implementation Services**" means professional services provided by Certified Implementation Provider to Customers for implementation, integration, testing, and set up of Avalara Services.
- g. "**Provider**" means the counterparty who has agreed to the terms of the Program Agreement.
- h. "**Service**" means the software or service provided to Customers by Avalara for which Provider may achieve Certification to provide Implementation Services. The Services are set forth in Exhibit A.

2. **Certification.** Provider must achieve and maintain Certification for each Service for which Provider provides Implementation Services.

- a. **Requirements.** For each Service for which Provider provides Implementation Services, Provider must satisfy the requirements of this Section 2 (**Certification**) to achieve and maintain Certification ("**Certification Requirements**").
  - i. **ACIE Training.** Provider's employees must complete initial training, as established by Avalara from time to time, which includes, in Avalara's discretion, passage of an exam administered by Avalara at the conclusion of training (the initial training, including, if applicable, passage of the exam is the "**ACIE Training**"). Provider is not eligible to be considered as a Certified Implementation Provider until at least two employees have completed ACIE Training. At least two employees must complete ACIE Training within six months of the Effective Date.
  - ii. **Employee Requirements.** At least two employees who have completed ACIE Training (or who are making a good faith effort to promptly complete ACIE Training as determined by Avalara in its sole discretion) must be employed by Provider at all times during the Term of the Agreement. Provider shall promptly notify Avalara if any of Provider's ACIEs who have completed ACIE Training are no longer employed by Provider and will ensure such ACIEs cease use of CIP Badges. For each Service for which Provider is Certified, each ACIE must complete

two implementations every 12 months beginning upon such ACIE's completion of ACIE Training.

iii. **Additional Certification Requirements.** From time to time, Avalara may in its reasonable discretion establish additional Certification Requirements, such as completion of successful customer implementations prior to Certification.

b. **Documentation.** Avalara will collect and store Personal Information relating to Provider's employees (i) solely as required for the purposes of this Program (for example, documenting the participation of such employees in ACIE Training) and (ii) in accordance with Avalara's Privacy Policy located at <https://www.avalara.com/privacy-policy>. Provider shall provide such employees a copy of Avalara's Privacy Policy.

c. **Acceptance.** Avalara shall provide written notice to Provider upon Provider's completion of all Certification Requirements and achievement of Certification.

3. **Program Benefits; License.** Following Certification, Certified Implementation Provider will be listed on Avalara's Certified Implementation Provider webpage. Furthermore, Avalara grants to Certified Implementation Provider, during the Term and subject to the terms of the Agreement, a worldwide, royalty-free, non-exclusive, non- sublicensable, non-transferable, revocable license to use the CIP Badges that Avalara expressly authorizes Certified Implementation Provider to use, solely for promotion of Certified Implementation Provider's participation in the Program and only for the Services for which it is Certified. Certified Implementation Provider shall use the CIP Badges in compliance with all guidelines Avalara provides.

4. **Suspension.** If Provider fails to fulfill its obligations under this Program or breaches the Agreement, Avalara may suspend Provider's participation in the Program. Avalara shall deliver to Provider a written notice identifying Provider's deficiencies, and Provider shall have 30 days in which to cure (if capable of cure) such deficiencies. For example, Avalara may suspend Provider's participation in the Program if: (i) Provider fails to satisfy any of the Certification Requirements; (ii) Provider misuses the CIP Badges; or (iii) Avalara has reasonable concerns about the Implementation Services provided by Provider. If Avalara suspends Provider's participation in the Program, Avalara may: (i) direct Provider to immediately cease use of Avalara's Intellectual Property; (ii) remove Provider from Avalara's Certified Implementation Provider webpage; (iii) prohibit Provider from performing Implementation Services; and (iv) inform Customers of Provider's suspension. If Provider does not cure the deficiencies within the 30-day period, Avalara reserves the right to immediately terminate Provider's participation in this Program, subject to Section 8(d) (*Effects of Termination*) of these Terms and Section 5(c) (*Effects of Termination*) of the General Partner Terms.

5. **No Exclusivity.** Provider acknowledges and agrees that Avalara will engage with other Certified Implementation Providers and will provide CIP Badges and other Program benefits to them. Avalara has no obligation to use Provider for Implementation Services, and customers who purchase Services from Avalara are not required to engage Provider and may use implementation services provided by Avalara or other providers.

6. **Service Representations.** Provider shall limit its representations regarding Avalara's Services to those contained in these Terms or to those expressly set forth in Avalara's Documentation. Provider (i) shall not make any other representations or warranties with respect to Avalara's Services; and (ii) shall represent itself as a Certified Implementation Provider of a Service and use the corresponding CIP Badge only if it has achieved and maintained Certification for such Service. Accordingly, Provider will indemnify and hold harmless Avalara, its Affiliates, and their respective employees, officers, directors, and agents from and against any damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) ("**Losses**") arising out of or in connection with any third-party claim, action, proceeding, or investigation ("**Claim**") made by Customers based on representations and warranties made by Provider that exceed the scope set forth in these Terms or the Documentation.

7. **ACIEs; Warranty.** Provider shall be fully responsible for the actions of its employees and any failure by any employee to comply with the Agreement applicable to Provider shall be a breach of the Agreement by Provider. Provider shall perform the Implementation Services using qualified ACIEs, only, and such ACIEs shall provide Implementation Services in a timely and professional manner, with the degree of skill and diligence that would be expected from a skilled and experienced person engaged in the same type of business.

8. **Term and Termination.**

- a. **Term.** The initial term of this Agreement begins on the Effective Date and will continue for a period of 12 months (the “**Initial Term**”), unless earlier terminated in accordance with this Section 8. Upon expiration of the Initial Term, this Agreement will automatically renew for successive 12-month periods (each, a “**Renewal Term**”), unless earlier terminated in accordance with this Section 8. The Initial Term and each Renewal Term are collectively referred to in this Program as the “**Term**”.
- b. **Termination for Convenience.** Either Party may terminate this Agreement for any reason by providing the other Party with 30 days’ prior written notice of termination.
- c. **Termination for Breach.** Either Party may immediately terminate this Agreement by written notice to the other: (a) if the other Party materially breaches any of its obligations under this Agreement, and, if the breach is capable of cure, fails to cure the breach within 30 days of receipt of notice of breach; or (b) upon the Party ceasing to operate in the ordinary course, making an assignment for benefit of creditors or similar disposition of its assets, or becoming the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding.
- d. **Effects of Termination.** Except as otherwise provided in the Agreement, upon termination of this Agreement, the following applies:
  - i. in order to minimize impact to Customers, Provider and Avalara will work together in good faith until any ongoing Implementation Services are complete or transitioned to Avalara or another Avalara provider;
  - ii. All rights and licenses granted under this Agreement will immediately cease;
  - iii. Each party will immediately stop using and either destroy or delete any Confidential Information provided by the other party under this Agreement, other than Confidential Information in automatic computer backups or that must be retained for regulatory, legal, or audit purposes or for compliance with its document retention policies, provided that any retained Confidential Information will be subject to the confidentiality provisions of the General Partner Terms for as long as it is retained; and
  - iv. Those provisions of the 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.

9. **Indemnification.** In addition to the indemnification obligations set forth in the General Partner Terms, Provider will indemnify and hold harmless Avalara, its Affiliates, and their respective employees, officers, directors, and agents from and against any Losses arising out of or in connection with any Claim based on or arising out of the Implementation Services.

10. **Modification.** Avalara may modify these Terms. If Avalara modifies these Terms, it will provide written notice to Provider of those modifications at least 30 days prior to the effective date of the modifications provided Avalara may update Exhibit A without providing notice. If Provider does not wish to accept such modifications, then Provider may terminate the Agreement and its participation in this Program, subject to Section 8(d) (*Effects of Termination*), by written notice to Avalara. If Provider does not terminate its participation in the Program as specified in this Section 10 (*Modification*), then Provider will be bound by the modified terms beginning upon the effective date set forth in the modification notice.

**Exhibit A**

**Services**

Advanced Transaction Rules
AvaTax

AvaTax for Accounts Payable
AvaTax for Cross Border
AvaTax for Oracle Fusion Cloud ERP
AvaTax for SAP S4/HANA (Private Cloud)
AvaTax for Workday
E-invoicing and Live Reporting (ELR)
ELR for Oracle Fusion Cloud ERP
ELR for SAP S4/HANA (Private Cloud)
ELR for Workday
Exemption Certificate Management (ECM)
Returns
SaaS VAT Reporting
Streamlined Sales Tax (SST) Returns