

These Avalara Partner Portal Terms of Use ("**Partner Portal Terms**") constitute a binding agreement between Avalara, Inc., and its affiliates (collectively, "**Avalara**") and Partner (each, a "**Party**"), and govern Partner's use of the Avalara Partner Portal. By accessing or using the Partner Portal, Partner agrees to be bound by these Partner Portal Terms and all additional terms incorporated by reference. Avalara may modify these Partner Portal Terms periodically without notice, with such modifications becoming effective upon the date set forth above. Partner should review these Partner Portal Terms regularly to ensure awareness of any modifications. Partner's continued use of the Partner Portal following any modifications constitutes acceptance of the modified Partner Portal Terms.

"**Partner**" means the legal entity that accepts these Partner Portal Terms and accesses the Partner Portal.

The Parties have entered into a separate agreement governing the partnership between Avalara and Partner (the "**Partner Program Agreement**"), in connection with which Avalara grants Partner access to use the Avalara Partner Portal. If a provision of these Partner Portal Terms conflicts with the Partner Program Agreement, the Partner Portal Terms will govern unless the Partner Program Agreement expressly states that a specified provision in the Partner Program Agreement shall control over a specified conflicting provision in these Partner Portal Terms.

- 1. Avalara Partner Portal.** Avalara grants Partner a limited, nonexclusive, nontransferable, revocable, worldwide right to access and use the Avalara Partner Portal in accordance with these Partner Portal Terms. Avalara reserves all other rights.
- 2. Partner Portal Account.** Avalara shall enable an account for Partner to access the Avalara Partner Portal ("**Partner Portal Account**"). Partner shall designate a specific person or persons authorized by Partner to manage and support the Partner Portal Account, including the creation of usernames and passwords for Authorized Users. "**Authorized User**" means any director, officer, employee, consultant, advisor, representative, agent, or other person or entity acting on Partner's behalf who is authorized by Partner to use the Avalara Partner Portal and who has been supplied with access to the Avalara Partner Portal either by Partner or by Avalara at Partner's written request. Partner is solely responsible for maintaining the status of its Authorized Users, shall ensure that all Authorized Users comply with these Partner Portal Terms and the Partner Program Agreement, and shall be responsible for such Authorized Users' use of the Avalara Partner Portal. Partner and its Authorized Users shall maintain the confidentiality of all usernames, passwords, access, and Partner Portal Account information under their control. Except to the extent caused by Avalara's breach of these Partner Portal Terms or the Partner Program Agreement, including its confidentiality obligations, Avalara is not responsible for unauthorized access to the Avalara Partner Portal. Partner shall contact Avalara promptly if (a) Partner reasonably believes that the Partner Portal Account has been compromised, including any loss, theft, or unauthorized access, use, or disclosure of Partner Portal Account information or (b) Partner becomes aware of any other breach of security in relation to its Partner Portal Account information or the Avalara Partner Portal that may have occurred or is reasonably likely to occur.
- 3. Acceptable Use Policy.** Partner shall comply with the Acceptable Use Policy available at <https://www.avalara.com/legal/acceptable-use>. References to "Customer" in the Acceptable Use Policy are deemed to reference Partner. References to "Avalara Technology" include the Avalara Partner Portal.
- 4. Support.** Avalara shall provide reasonable technical support to Partner relating specifically to the Partner Portal.
- 5. Avalara's Intellectual Property.** Avalara and Avalara's licensors retain and own all right, title, and interest in the Avalara Partner Portal and the Content, and all enhancements or improvements to, or derivative works of, the foregoing, including any intellectual property rights therein. Nothing in these Partner Portal Terms transfers or conveys to Partner any ownership interest in Avalara's intellectual property. "**Content**" means any material or information provided by Avalara through the Avalara Partner Portal, including marketing assets, reporting regarding financial incentives paid to Partner by Avalara, trainings, and any other content.

6. **Restrictions.** Partner shall use the Avalara Partner Portal and the Content only as set forth in these Partner Portal Terms and the Partner Program Agreement, and not for the benefit of any third party. Partner shall not (i) reverse assemble, reverse engineer, decompile, or attempt to derive source code from the Avalara Partner Portal or Content; (ii) reproduce, modify, create, or prepare derivative works of the Avalara Partner Portal or Content, except as permitted under these Partner Portal Terms or the Partner Program Agreement; (iii) distribute or display the Avalara Partner Portal or Content other than to Authorized Users, except as permitted under these Partner Portal Terms or the Partner Program Agreement; (iv) share, sell, rent, lease, or otherwise distribute access to the Avalara Partner Portal or use the Avalara Partner Portal to operate any timesharing, service bureau, or similar business; (v) alter, destroy, or otherwise remove any proprietary notices within the Content; or (vi) disclose the results of any benchmark tests to any third parties without Avalara's prior written consent.
7. **Suggestions.** If Partner provides Avalara with any suggested improvements to the Avalara Partner Portal, that suggestion is provided "as-is," and Partner 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.
8. **Suspension.** As reasonably practicable under the circumstances, Avalara shall endeavor to resolve together with Partner any circumstance that may give rise to Avalara's suspension rights, which include, for example, the following: (i) a material risk to the security or performance of the Avalara Partner Portal, or any other Avalara partner or customer; or (ii) use of the Avalara Partner Portal in violation of these Partner Portal Terms. Avalara acknowledges that suspending Partner's right to access or use the Avalara Partner Portal is a significant action, and therefore Avalara shall not exercise this remedy except in good faith and as necessary to resolve the issue giving rise to Avalara's suspension rights. Avalara shall also pursue other less drastic measures it deems appropriate, including collaborating with Partner to isolate the issue.
9. **Privacy.** Avalara's use of Personal Information relating to Partner's Authorized Users, employees, or other representatives that is collected or received by Avalara in connection with the procurement or use of the Avalara Partner Portal is governed by the Avalara Privacy Policy available at <https://www.avalara.com/privacy-policy/>. "**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.
10. **Disclaimer of Warranties and Limitation of Liability.** THE AVALARA PARTNER PORTAL AND THE CONTENT ARE MADE AVAILABLE TO PARTNER ON AN "AS IS" AND "AS AVAILABLE" BASIS, UNLESS OTHERWISE SPECIFIED IN WRITING. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, AVALARA DISCLAIMS ALL WARRANTIES EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. AVALARA SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES THAT ANY CONTENT IS ACCURATE, COMPLETE, OR WITHOUT ERROR. AVALARA'S TOTAL LIABILITY ARISING OUT OF THESE PARTNER PORTAL TERMS SHALL NOT IN ANY CASE EXCEED \$50, AND AVALARA SHALL NOT BE LIABLE TO PARTNER OR ANY THIRD PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES.
11. **Notice and Takedown.** If Partner believes that its copyrightable material has been infringed by a third party using the Avalara Partner Portal, please send a notice to Avalara's copyright agent, including the following information: (a) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (b) a description of the copyrighted work that Partner claims has been infringed upon; (c) a description of where the material that Partner claims is infringing is located on the Avalara Partner Portal; (d) Partner's address, telephone number, and e-mail address; (e) a statement by Partner that it has a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and (f) a statement by Partner, made under penalty of perjury, that the above information in its notice is accurate and that Partner is the copyright owner or authorized to act on the copyright owner's behalf. Avalara's Copyright Agent for notice of claims of copyright infringement on its Sites can be reached as follows:

Avalara, Inc.

Attn: Legal Department
255 King St. Ste. 1200, Seattle, WA 98104
legal@avalara.com
(877) 759-6520

In appropriate circumstances, Avalara will disable or terminate the accounts of users who are copyright infringers.

12. **Communication Forums.** The Avalara Partner Portal may contain e-mail services, community forums, or other social features to exchange information with other users of the Avalara Partner Portal (collectively, "**Communication Forums**"). If Partner uses the Communication Forums, Partner must act respectfully in its interactions with others, and Partner may not use the Communication Forums for any prohibited activities. Partner should not disclose any content or information via the Communication Forums that Partner does not wish to make public. Please note that certain Communication Forums may be operated by third-party service providers, and the specific terms and conditions of those third-party service providers may govern Partner's use of the Communication Forums. Users must be at least 18 years of age or the age of majority in their jurisdiction (whichever is greater) to participate in the Communication Forums. Partner's participation in the Communication Forums is at Avalara's sole discretion and may be terminated at any time without notice.
13. **Links to Third-Party Sites.** Certain links on the Avalara Partner Portal may connect to third-party websites. Avalara provides these links only as a convenience and the provision by Avalara of such links does not imply any warrant or endorsement of the third party, its products, services, or its site.
14. **Governing Law; Jurisdiction and Venue.** These Partner Portal 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. For any claims or causes of action arising out of the Agreement, the Parties agree to the exclusive jurisdiction of, and venue in, the state and federal courts located in the following locations: (i) if Partner is the plaintiff, in King County, Washington, and (ii) if Avalara is the plaintiff, in the applicable jurisdiction of Partner's corporate headquarters, or if Partner's corporate headquarters are not in the United States, Partner's primary place of business in the United States.