

These Avalara Professional Services Terms and Conditions (“**Professional Services Terms**”), together with the Services Schedule (as defined below, and collectively, the “**PS Agreement**”), constitute a binding agreement between Avalara (as defined in Section 1) and Customer (each, a “**Party**”) under which Avalara or its Affiliates provides consulting, implementation, and other professional services (the “**Professional Services**”) to Customer.

1. **Definitions.** Unless otherwise defined in a Services Schedule, capitalized terms in these Professional Services Terms have the following meanings:

- a. “**Affiliate**” means an entity that controls, is controlled by, or is under common control with a Party. For this definition, “control” means direct or indirect ownership of more than 50% of the voting interests of the subject entity.
- b. “**Aggregate Data**” means de-identified and anonymized sets of data derived from the data of multiple Avalara customers (including Customer) for the purpose of expressing that information in summary form (*for example, price index numbers are aggregated, in contrast to the price of a single commodity*). Aggregate Data does not include any Personal Information relating to Customer, Authorized Users, Customer’s clients or customers, or other information that could reasonably identify a natural person, Customer, or Customer’s clients or customers. Avalara will not re-identify and de-anonymize any Aggregate Data.
- c. “**Applicable Laws**” means all applicable local, state, provincial, federal, and international laws and regulations.
- d. “**Avalara**” means Avalara, Inc., a Washington corporation with offices located at 512 S. Mangum St, #100, Durham, NC 27701, except as otherwise indicated [here](#) with respect to Avalara services provided by Avalara’s Affiliates.
- e. “**Authorized User**” means any Representative or other person or entity acting on Customer’s behalf who is authorized by Customer to use the Professional Services and who has been supplied with access to the Professional Services either by Customer or by Avalara at Customer’s written request.
- f. “**Avalara Property**” means Avalara’s Confidential Information, Avalara products, Avalara services, Avalara documentation, and all Avalara technology, platforms, methodologies, processes, techniques, ideas, concepts, inventions, designs, tools, trade secrets, and know-how, and any modifications, improvements, or derivative works of the foregoing.
- g. “**Customer**” means the legal entity that executes a Services Schedule or receives the Professional Services.
- h. “**Customer Data**” means any information, including Personal Information, uploaded, provided, or made accessible to Avalara’s production or sandbox systems by Customer or Customer’s Authorized Users (or by Avalara on behalf of Customer) to receive Professional Services output that is returned by the Professional Services to Customer.
- i. “**Customer Materials**” means all Customer Data, information, data, materials, software, and hardware reasonably required for Avalara to perform the Professional Services.
- j. “**Customer Property**” means Customer’s Confidential Information (as defined in Section 14 (*Confidential Information*) below), Customer Materials, and any third-party data and third-party account information provided by Customer to Avalara.
- k. “**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.
- l. “**Representative**” means a director, officer, employee, consultant, advisor, representative, service provider, agent, or representative of the subject party.

- m. “**Services Results**” means all deliverables, work product, designs, methodologies, processes, techniques, ideas, concepts, inventions, designs, tools, trade secrets, and know-how, and any modifications, improvements, or derivative works of the foregoing, resulting from the Professional Services, including any intellectual property rights therein.
 - n. “**Services Schedule**” means the services schedule, sales order form, online purchase process, statement of work, or other document agreed to by Avalara and Customer describing the Professional Services to be provided by Avalara and referencing these Professional Services Terms.
 - o. “**Third-Party Applications**” means computer software programs and other technology that are provided or made available to Customer by third parties.
2. **Project Authorization & Services.** The Professional Services may include (i) configuration, implementation, training, or other consultation related to an Avalara product or service that Customer has received rights to use under a separate agreement, (ii) tax advisory services, or (iii) other consulting services related to Customer’s tax determination and compliance needs.
3. **Payment for Professional Services.** Unless otherwise specified in the applicable Services Schedule, fees are invoiced and due in full upon execution of the Services Schedule. Customer is responsible for any applicable sales, use, excise, value-added, or other similar taxes, levies, or duties payable with respect to Customer’s order of Professional Services assessable by any local, state, provincial, federal, or foreign jurisdiction. Unless expressly specified otherwise in any Services Schedule, all fees, rates, and estimates exclude such taxes, levies, and duties. Avalara is responsible only for taxes based upon Avalara’s net income, assets, payroll, property, and employees. If Customer remits payment in a currency other than the currency specified in the applicable Order Document or invoice, Avalara may convert such payment at a commercially reasonable exchange rate, and Customer is responsible for any resulting shortfall, conversion costs, or fees. Avalara may charge a processing fee for payments made by credit card or similar payment methods, and Customer is responsible for any such fees. If any change in the scope of the Professional Services affects the time or cost of performance under the applicable Services Schedule, the Parties must agree in writing to adjust the time and compensation to make the modification effective. Unless otherwise specified in the applicable Services Schedule, Customer will reimburse Avalara, without markup, for reasonable expenses incurred by Avalara in the course of performing the Professional Services, including, for example, materials and expenses for preapproved travel.
4. **Term and Termination.** The term of the PS Agreement (the “**Term**”) will begin on the effective date specified in the applicable Services Schedule (“**Services Effective Date**”) and end on the date that the Professional Services are completed (“**Services Completion Date**”). Either Party may terminate the PS Agreement or any affected Professional Service by notice to the other Party (i) if the other Party materially breaches its obligations under the PS Agreement and, if the breach is capable of cure, fails to cure the breach within 30 days of the date of written notice of breach; or (ii) upon the other Party ceasing to operate in the ordinary course, making an assignment for benefit of creditors, or becoming the subject of any bankruptcy, liquidation, dissolution, or similar proceeding that is not resolved within 60 days of filing. If Customer terminates the PS Agreement or any Professional Service as a result of Avalara’s material breach, Customer shall be liable only for payment for the Professional Services rendered through the termination date and Avalara shall refund Customer the pro rata amount of any prepaid Professional Services fees applicable to the unused portion of the Professional Services. If Avalara terminates the PS Agreement or any Professional Service due to Customer’s material breach, Avalara shall not refund any amounts to Customer. All provisions that by their nature should survive termination will do so (including, for example, payment obligations, indemnification and defense obligations, and duties of confidentiality).
5. **Provision of Professional Services.**
- a. **Performance of Professional Services.** Unless otherwise specified in the applicable Services Schedule: (i) Avalara will perform the Professional Services based on the schedule set forth in the Services Schedule; (ii) any estimates of hours or cost are reasonable and

good-faith estimates only; and (iii) each task will be performed and payable on a time-and-materials basis.

- b. **Unused Professional Services.** Unless otherwise specified in the applicable Services Schedule, an unused order for Professional Services will expire 12 months from the date of order, and Customer will not be entitled to receive a refund for any fees prepaid for such expired Professional Services.
- c. **Avalara's Affiliates.** Avalara may provide the Professional Services through itself or through any of its Affiliates or a third-party representative. When an Affiliate of Avalara provides the Professional Services, all applicable references to "Avalara" in the PS Agreement relating to provision of the Professional Service refer to such Affiliate. Unless Customer enters into an agreement directly with the third-party representative, Avalara is responsible for its Affiliate's or third-party representative's compliance with the terms of the PS Agreement, and Avalara shall be responsible for their acts and omissions relating to the PS Agreement as though they were those of Avalara. Avalara or its Affiliate may invoice Customer for the Professional Services, and Customer shall pay all invoices to the Avalara Affiliate that issued the invoice. Customer and its Affiliates shall bring any claims it or they may have solely against Avalara and not against any Avalara Affiliate or third-party representative providing or invoicing for the Professional Services.
- d. **Subcontractors.** Avalara may use subcontractors to facilitate its obligations under the PS Agreement, and Avalara shall be responsible for the acts and omissions of such subcontractors relating to the PS Agreement as though they were those of Avalara.
- e. **Customer's Affiliates.** Customer may direct that Avalara provide the Professional Services to its Affiliate. Unless Avalara accepts a Services Schedule from an Affiliate or otherwise agrees in writing, (i) the Professional Services will be for the account of Customer, (ii) Avalara will invoice Customer and not its Affiliate for the Professional Services, (iii) Customer shall pay all invoices to Avalara, and (iv) among Customer and its Affiliates, only an entity specified on a Services Schedule may (1) take any action to enforce such entity's rights and obligations arising from the PS Agreement, or (2) request technical support for such entity with respect to the Professional Services. When an Affiliate of Customer receives the Professional Services, all references to "Customer" in the PS Agreement are deemed to reference the Affiliate, as the context requires.
- f. **Equipment.** Unless otherwise agreed by Customer in writing, Avalara shall provide all equipment, supplies, and personnel necessary or appropriate to perform the Professional Services. For clarity, this provision does not apply to the Avalara product or service to which the Professional Services relate, the provision of which will be governed by the separate agreement with Customer for that product or service.
- g. **General.** Customer acknowledges and agrees that (i) Avalara will not update its advice, recommendations, or work product after the completion of the Professional Services (including, for example, updates to reflect changes or modifications to Applicable Laws, or to related judicial and administrative interpretations, or for subsequent events or transactions), unless Customer separately engages Avalara to do so in writing; and (ii) in performing the Professional Services, Avalara is entitled to base its conclusions and rely on the accuracy and completeness of the information, data, and assumptions that are furnished by or on behalf of Customer, without any independent investigation or verification. Inaccuracy or incompleteness of any data, information, or assumptions furnished to Avalara could materially impact Avalara's conclusions.
- h. **Acceptable Use Policy.** Customer will comply with the Acceptable Use Policy available at <https://www.avalara.com/legal/acceptable-use>.

6. Customer Materials.

- a. **Customer Data.** Avalara may require information regarding Customer's customers, including Personal Information and Customer Data, to perform the Professional Services.
- b. **Access.** Customer shall provide Avalara with access to Customer Materials. Customer hereby grants Avalara a limited right to use the Customer Materials solely for the purpose of performing the Professional Services. Customer represents and warrants that it has all permissions required by Applicable Laws and rights necessary in the Customer Materials to use and provide them to Avalara for this purpose in accordance with the PS Agreement. Customer shall provide Avalara with safe access to Customer's premises as reasonably required for Avalara to perform the Professional Services if onsite performance of Professional Services is agreed to by Customer. Avalara personnel shall comply with the reasonable written rules and regulations of Customer related to use of its premises, provided that those written rules and regulations are provided to Avalara prior to commencement of the Professional Services. Avalara shall not be responsible for failures or delays in performing Professional Services due to Customer's failure or delay to provide access to Customer Materials or Customer's premises or due to Customer-imposed or government-imposed security requirements.

7. Privacy and Security.

- a. **Use of Customer Data.** Avalara may retain, use, and disclose Customer Data, solely (i) to fulfill its obligations to Customer under the PS Agreement or other agreements with Customer; (ii) to provide customer support; or (iii) to comply with Applicable Laws. Customer Data and Customer's Confidential Information do not include Personal Information relating to an employee or other authorized Representative of Customer that is collected or received by Avalara in connection with the procurement or use of, or payment for, the Professional Services (*for example, the names and email addresses of Customer's account representatives and accounting personnel*). Avalara's use of Personal Information of such an employee or other Representative is governed by the Avalara Privacy Policy available at <https://www.avalara.com/privacy-policy>, which describes how to manage individual communication preferences. Each Party is responsible for informing its own Representatives of the processing of their Personal Information as provided in the PS Agreement.
- b. **Protection of Customer Data, Personal Information, and Confidential Information.** Each Party is responsible for complying with Applicable Laws, including applicable data protection legal requirements, for the purposes of the PS Agreement. Avalara shall implement and maintain commercially reasonable technical, administrative, and physical safeguards and security methods designed to prevent any unauthorized release, access, or disclosure of Customer Data, Confidential Information, or Personal Information. Avalara shall implement processes and maintain procedures designed to comply with Applicable Laws and shall facilitate Customer's compliance with its obligations for data security and response to individual data subject requests with respect to Personal Information in Avalara's possession or control, to the extent that Customer is required to comply with any existing or newly enacted Applicable Laws regarding privacy, including, for example, the General Data Protection Regulation (GDPR) or the California Consumer Privacy Act (CCPA); and any amendments and successors to the foregoing. The PS Agreement comprises Customer's instructions for processing Customer Data, and Avalara shall not process Customer Data for any other purpose. Avalara shall use commercially reasonable measures to ensure that any Avalara subcontractors implement and comply with reasonable security measures in handling any Customer Data, Personal Information, or Customer's Confidential Information.
- c. **Data Processing Addendum.** The Parties agree to comply with the Avalara Data Processing Agreement, which is incorporated by this reference and is located at <https://legal.avalara.com/dpa> (the "**DPA**").
- d. **Notices.** Avalara shall notify Customer without undue delay in accordance with Applicable Laws of unauthorized access, use, or disclosure of any Customer Data or Customer's Confidential Information under Avalara's control. Avalara shall provide Customer with

information regarding such incident as required by Applicable Laws or as reasonably requested by Customer to enable Customer to comply with its obligations under Applicable Laws. Avalara shall use commercially reasonable efforts to: (i) identify the cause of the incident and (ii) remediate the cause of the incident within Avalara's systems, to the extent such remediation is within Avalara's reasonable control.

8. Intellectual Property Rights.

- a. **General.** Customer has and will retain sole and exclusive right, title, and interest in and to all Customer Property, including any and all intellectual property rights therein. Avalara has and will retain sole and exclusive right, title, and interest in and to all of Avalara Property, including any and all intellectual property rights therein. For clarity, Avalara's ownership rights do not extend to Customer Property uploaded to, embedded, or incorporated in the Avalara Property. Notwithstanding anything to the contrary in the foregoing, Avalara may create, generate, and use Aggregate Data for any lawful purpose, both during and after the term of the PS Agreement.
 - b. **Suggestions.** If Customer provides Avalara with any suggested improvements to the Avalara services, that suggestion is provided as is, and Customer also grants Avalara a non-exclusive, 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. Notwithstanding the foregoing, nothing in this Section 8(b) (*Suggestions*) grants Avalara a license to use any methodologies, processes, techniques, ideas, concepts, designs, tools, or know-how covered by a registered patent owned by Customer.
 - c. **Ownership.** Unless expressly stated otherwise in a Services Schedule, and excluding any Customer Property, Avalara will retain all right, title, and interest in and to Services Results. To the extent that the ownership of the Services Results does not automatically vest in Avalara, Customer hereby assigns and will assign to Avalara the Services Results and all right, title, and interest therein and thereto that Customer may have now or in the future. Upon full payment of all fees and expenses owing to Avalara under the applicable Services Schedule, Avalara hereby grants to Customer a non-exclusive, worldwide, non-transferable, non-sublicensable, royalty-free license to access and use the Services Results provided to Customer for the purposes specified in the Services Schedule.
9. **Warranty.** Provided that Customer performs its obligations to Avalara under these Professional Services Terms and the applicable Services Schedule, Avalara warrants to Customer that the Professional Services will be performed in a professional manner consistent with generally accepted industry practice. Avalara's warranty shall expire 30 days after the applicable Services Completion Date or the termination of the Services Schedule, whichever occurs first. Avalara's warranty shall only be effective if Customer notifies Avalara of the breach of warranty before that expiration date. Avalara's sole and exclusive obligation for breach of warranty will be, at Avalara's option, to (a) use commercially reasonable efforts to reperform the Professional Services in a manner that conforms to the warranty, or (b) refund to Customer the fees paid by Customer to Avalara for the nonconforming Professional Services. The remedies set forth in this paragraph are Customer's exclusive remedies for any breach of warranty.
10. **Exclusion of Warranties.** Except for the express warranty set forth in Section 9 (*Warranty*) of these Professional Services Terms, the Professional Services are provided "as is." To the maximum extent permitted by Applicable Laws, Avalara expressly disclaims any other warranties of any kind, whether express, implied, or statutory, including merchantability, fitness for a particular purpose, noninfringement, design or suitability, quality of service, or any warranties arising from a course of dealing, usage, or trade. Avalara does not guarantee in any way that the results of any analysis or reports it produces are accurate.
11. **Exclusion of Certain Claims; Limitation of Liability.**

- a. **Exclusion of Certain Claims.** Neither Party will be liable to the other Party or any other party for 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. The previous sentence will not apply to instances of gross negligence or willful misconduct, to a Party's breach of its privacy, security, and confidentiality obligations set forth in Section 7 (*Privacy and Security*) and Section 14 (*Confidential Information*), to a Party's misappropriation of the other Party's intellectual property rights, or to a Party's indemnification obligations set forth in Section 15 (*Indemnification*).
 - b. **Limitation of Liability.** Neither Party's aggregate liability will exceed the fees paid or payable by Customer to Avalara for the specific Services Schedule under which the event giving rise to the claim arose. The previous sentence does not apply to instances of gross negligence or willful misconduct, a Party's indemnification obligations set forth in Section 15 (*Indemnification*), to Customer's obligations to pay fees and expenses when due and payable, to noncompliance with Avalara's Acceptable Use Policy by Customer, Customer Affiliates, or its or their Authorized Users or Representatives, or to any infringement or misappropriation by a Party of any intellectual property rights of the other Party.
 - c. **Limitation of Claims.** Except with respect to claims of infringement or misappropriation of any intellectual property rights of the other Party, a Party's breach of its confidentiality obligations set forth in Section 14 (*Confidential Information*), or Customer's failure to pay fees and expenses under the PS Agreement, neither Party may bring any claim relating to the PS Agreement more than two years after the Party knew or should have known about the events giving rise to the claim but in no event more than six years after the events giving rise to the claim occurred.
 - d. **General.** These exclusions and limitations apply even if the remedies are insufficient to cover the losses or damages of such Party, its Affiliates or, in the case of Customer, Authorized Users. Without these limitations, the fees for the Professional Service(s) would be significantly higher. 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 the Parties may have additional rights.
12. **Relationship of the Parties; No Professional Tax Opinions or Legal Advice.** The PS Agreement does not create a partnership, joint venture, agency, employment, or fiduciary relationship between the Parties. Distributors and Avalara's other business partners are independent of Avalara and are not Avalara's agents. Customer acknowledges and agrees that Avalara does not provide legal advice, including legal or professional tax opinions or management advice. Customer is responsible for its own tax policies and tax reporting positions taken. Customer is responsible for conducting its own due diligence and seeking the assistance of a qualified legal, tax, or accounting professional.
 13. **Non-solicitation.** During the Term and for a period of six months thereafter, neither Party shall solicit for employment any employee of the other Party who (a) worked directly on the Professional Services, and (b) came into regular and direct contact with the soliciting Party as the result of such work on the Professional Services. This restriction does not (1) prohibit either Party from hiring employees of the other Party who respond to job advertisements directed to the general public, or (2) apply with respect to a Party's employees who reside in a jurisdiction where this restriction is prohibited by Applicable Laws.
 14. **Confidential Information.** While providing and receiving the Professional Services, each Party, its Affiliates, or their respective Representatives (the "**Recipient**") may have access to Confidential Information (as defined below) of the other Party, its Affiliates, or their respective Representatives (the "**Discloser**"). This Section 14 (*Confidential Information*) governs Confidential Information provided and received solely in conjunction with providing and receiving the Professional Services, and any

Confidential Information provided and received as part of any other services provided by Avalara will be governed by the applicable confidential information provisions of the agreement or terms governing such services.

- a. **Definition. “Confidential Information”** means information designated by the Discloser as confidential, or given the circumstances, would reasonably be understood by the Recipient to be confidential, and that is disclosed by the Discloser to the Recipient, regardless of the form of disclosure. Confidential Information includes with respect to Avalara and its Affiliates, Avalara Property, Avalara’s technology, and any non-public documentation, and with respect to Customer and its Affiliates, all Customer Property, and with respect to both the Discloser and Recipient, the non-public terms of the PS Agreement and all non-public information relating to business plans, customers and customer lists, data, designs (whether actual, contemplated, experimental, or planned), financial information, forecasts, inventions, know-how, methods, market analysis, pricing, products (whether actual, contemplated, experimental or planned), prerelease offerings, research and development, security policies and processes, source and object code, and strategies of the Discloser.
- b. **Exclusions.** Confidential Information does not include information that the Recipient can establish: (i) (except with respect to Personal Information) is or becomes generally known to the public without the Recipient’s breach of any obligation owed to the Discloser; (ii) has been rightfully received by the Recipient from a third-party without confidentiality restrictions; (iii) is known to the Recipient without any restriction as to use or disclosure prior to first receipt by the Recipient from the Discloser; or (iv) has been independently developed by the Recipient without use of or reference to the Discloser’s Confidential Information.
- c. **Disclosures Required by Law.** If any Applicable Laws or judicial or administrative order requires the Recipient to disclose any of the Discloser’s Confidential Information, the Recipient shall (if legally permitted) promptly notify the Discloser in writing prior to making any such disclosure, in order to facilitate the Discloser’s efforts to protect its Confidential Information. Following such notification, the Recipient shall cooperate with the Discloser, at the Discloser’s reasonable expense, in seeking and obtaining protection for the Discloser’s Confidential Information. If, in the absence of a protective order or other remedy or the receipt of a waiver by the Discloser, the Recipient is legally compelled to disclose Confidential Information by any tribunal, regulatory authority, agency, or similar entity, the Recipient may disclose only that portion of the Confidential Information that is legally required to be disclosed, and the Recipient shall exercise reasonable efforts to preserve the confidentiality of the remaining Confidential Information.
- d. **Restrictions on Use and Disclosure.** The Recipient shall use Confidential Information of the Discloser solely to fulfill its obligations under the PS Agreement, to comply with Applicable Laws, or as otherwise permitted under the PS Agreement. Subject to the permitted disclosures set forth in Section 14(c) (*Disclosures Required by Law*), the Recipient shall not disclose or authorize the disclosure of Confidential Information to third parties except as otherwise permitted by the PS Agreement. The Recipient may disclose Confidential Information to a Representative or service provider on the condition that the Recipient: (i) ensures that such Representative or service provider is bound by a written agreement or other legally binding obligation of confidentiality and restricted use at least as protective as these Professional Services Terms; and (ii) is fully responsible for such Representative’s or service provider’s use and disclosure of the Confidential Information and its compliance with the obligations of the Recipient under this Section 14(d) (*Restrictions on Use and Disclosure*). The Recipient shall protect Confidential Information of the Discloser from unauthorized access and disclosure using the same degree of care, but in no event less than a reasonable standard of care, that it uses to protect its own Confidential Information of a similar nature and shall not reverse engineer, decompile, or disassemble any such Confidential Information (except, in the case of Avalara, as required for the performance of the Professional Services). All rights and obligations regarding Confidential Information (including Customer Data) will survive and remain subject to the confidentiality provisions of

this PS Agreement for as long as the Confidential Information is retained or until it no longer meets the definition of Confidential Information.

15. Indemnification.

- a. **Indemnification.** Each Party (the “**Indemnifying Party**”) will indemnify and defend the other Party and its directors, officers, employees, and Affiliates (the “**Indemnified Party**”) against any Losses incurred as a result of a third-party demand, claim, or action that (i) the use of technology or information provided by the Indemnifying Party under the PS Agreement infringes a copyright, registered trademark, issued patent, or other intellectual property right of such third-party, or (ii) results from the Indemnifying Party’s violation of any Applicable Laws or regulation. “**Loss**” means any liability, loss, settlement payment (including any settlement the Indemnified Party agrees to pay, as long as it is in a written settlement approved by Indemnifying Party in writing), interest, award, judgment, damages (including punitive damages), fines, fees, penalties, filing fees and court costs, witness fees, and reasonable attorneys’ and other professionals’ fees, other reasonable investigation and defense costs, and any other fees, costs, expenses, and charges resulting from the indemnified third-party claim.
- b. **Process.** The obligations of the Indemnifying Party to defend or indemnify the Indemnified Party under this Section 15 (*Indemnification*) are subject to the following: (i) the Indemnified Party must promptly inform the Indemnifying Party in writing of any claim or action within the scope of the Indemnifying Party’s defense or indemnity obligations set forth in the PS Agreement, provided that Indemnifying Party shall not be excused from its indemnity obligations for failure to provide prompt notice except to the extent that the Indemnifying Party is prejudiced by any such failure to provide prompt notice; (ii) the Indemnifying Party must be given exclusive control of the defense of such claim and all negotiations relating to its settlement, except that the Indemnifying Party may not, without Indemnified Party’s approval, (A) make any admissions on the Indemnified Party’s behalf or (B) settle any such claim unless the settlement unconditionally releases the Indemnified Party of all liability; and (iii) the Indemnified Party must reasonably assist the Indemnifying Party in all necessary respects in connection with the defense of the claim at the Indemnifying Party’s expense. The Indemnified Party may participate in the defense of the claim at its sole cost and expense.
- c. **Exclusive Remedy.** This Section 15 (*Indemnification*) states the Indemnifying Party’s sole liability and the Indemnified Party’s exclusive remedy with respect to any type of third-party claim or action described in this Section. This Section does not apply to any direct claims between the Parties.

16. Miscellaneous.

- a. **Governing Law; Jurisdiction and Venue.** The PS Agreement and all matters in connection with the PS Agreement 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 PS Agreement, the Parties agree to the exclusive jurisdiction of, and venue in, the state and federal courts located in New York County, New York.
- b. **Anti-Corruption Laws.** Each Party 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.
- c. **Equitable Relief.** Each Party acknowledges that damages may be an inadequate remedy if it or its Affiliates or its or their Representatives (or, in the case of Customer, Authorized Users) violates the obligations under the PS Agreement, and each Party shall have the right, in addition to any other rights it may have, to seek injunctive relief without any obligation to post any bond or similar security.

- d. **Force Majeure.** Neither Party shall be responsible for failure or delay of performance caused by circumstances beyond its reasonable control, including earthquake, storm, or other act of God; labor disputes; electrical, telecommunications, or other utility failures; embargoes; riots; acts of government; or acts of terrorism or war. A Party seeking relief from performance under this Section 16(d) (*Force Majeure*) must (i) provide notice of such circumstances to the other Party as soon as practicable, (ii) use commercially reasonable efforts to avoid or mitigate such circumstances, and (iii) resume performance as soon as practicable upon the cessation of the circumstances. If the failure or delay continues for more than 30 days, either Party may, in its discretion, terminate the PS Agreement. Such termination will not result in any liability by either Party, except that, if Customer terminates the PS Agreement for Avalara's failure, Avalara shall refund Customer the pro rata refund of any prepaid fees applicable to unused Professional Services.
- e. **Notices.** Avalara shall communicate announcements of general interest relating to Avalara's products or services by email or by posting on its website or on Customer's console for the applicable Avalara product or service. Avalara shall provide Customer with legal notices in writing by email, mail, or courier to the address provided by Customer. Customer shall immediately notify Avalara if Customer's address for notice changes. Except as otherwise specified in the PS Agreement, all notices to Avalara must be in writing and sent as follows:

Account notices (for example, name or address changes)	Send to Customer Account Manager
Legal Notices	512 S. Mangum St #100 Durham, NC 27701 With a copy to legal@avalara.com

- f. **Successors and Assigns.** Either Party may assign the PS Agreement without the other Party's consent to an entity that acquires all or substantially all of the assets of or that is an Affiliate of the assigning Party, provided that (i) the assigning Party must provide notice to the other Party of the assignment, (ii) the assignee must agree in writing to be bound by the PS Agreement, and (iii) the non-assigning Party may prohibit assignment to a competitor of the non-assigning Party or to an entity operating a business in violation of Applicable Laws. Except as provided above, neither Party may assign its rights or obligations under the PS Agreement without the other Party's prior written consent, such consent not to be unreasonably withheld or delayed, and any attempt to so assign the PS Agreement will be null and void. The PS Agreement will bind and inure to the benefit of each Party's permitted successors and assigns.
- g. **Severability.** If any provision of the PS Agreement 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 the PS Agreement will remain in full force and effect.
- h. **Waiver.** No waiver of any provision of the PS Agreement, nor any consent by a Party to the breach of or departure from any provision of the PS Agreement, will in any event be binding on or effective against such Party unless it is in writing and signed by such Party, and then the waiver or consent will be effective only in the specific instance and for the purpose for which given.

- i. **Publicity.** Neither Party shall issue any public statement regarding the PS Agreement without the other Party's prior written consent. Unless a Party has specifically notified the other Party to the contrary in writing, either Party may use the name or logo of the other Party or its Affiliates to identify such other party as a customer or vendor (as the case may be) in accordance with that Party's provided marketing guidelines.
 - j. **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 services.
 - k. **No Third-Party Beneficiaries.** This Agreement does not and is not intended to confer any rights or remedies to any third party, including clients of Customer.
 - l. **Sovereign Immunity Waiver.** By entering into the PS Agreement, Customer is expressly and unequivocally granting a limited waiver of its defense of sovereign immunity, if applicable, in favor of Avalara for the limited purposes of enforcing this PS Agreement, including Section 15 (*Indemnification*). This limited waiver of sovereign immunity shall expire at the later of: (i) two years after the termination or expiration of the PS Agreement; and (ii) the conclusion of any legal proceedings instituted pursuant to this PS Agreement pending at the termination or expiration of the PS Agreement, including the conclusion of any potential appeals available from such proceedings.
17. **Entire Agreement.** The PS Agreement constitutes the entire agreement and understanding between the Parties with respect to the provision of the Professional Services and supersedes all prior and contemporaneous written, electronic, or oral communications, representations, agreements, or understandings between the Parties with respect thereto. Any other products or services provided by Avalara to Customer will be governed by a separate agreement specific to those products or services. No modification or amendment of any provision of the PS Agreement will be effective unless in writing and signed by both Parties. Customer's standard terms of purchase or vendor management terms (including purchase order terms or click-through terms), if any, are inapplicable.
18. **Order of Precedence.** Except to the extent expressly specified otherwise, if there is any conflict between these Professional Services Terms and any of the other PS Agreement documents, the following order of precedence applies: (i) any addendum between the Parties, (ii) the Services Schedule, and (iii) these Professional Services Terms.