Please note that these updated Service Terms and Conditions will apply to your Avalara Service upon any renewal, upgrade, or Service purchase made on or after January 1, 2027. For a summary of changes launched on January 1, 2027, please click here. If Service-Specific Supplemental Terms apply to your Avalara Service, please also review those terms for updates.

These Avalara Service Terms and Conditions located at https://legal.avalara.com/ (these "***Terms***"), together with any applicable Order Document(s) and applicable Service-Specific Supplemental Terms (collectively, the "***Agreement***"), constitute a binding agreement between Avalara (as defined in Section 1), and Customer (each, a "***Party***") under which Avalara provides Customer access to Avalara's Services. Customer accepts and agrees to be bound by the Agreement by executing an Order Document or by using Avalara's Services.

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

    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. "***Applicable Laws***" means all applicable local, state, provincial, federal, and international laws and regulations.

    c. "***Avalara***" means the entity set forth on the Order Document.

    d. "***Authorized User***" means any Representative or other person or entity acting on Customer's behalf who is authorized by Customer to use the Services and who has been supplied with access to the Services either by Customer or by Avalara at Customer's written request.

    e. "***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. Avalara Technology does not include Third-Party Applications.

    f. "***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 research services, and anything provided through a custom library and/or through a customized research engagement. For clarity, Content does not include Customer Data or Customer Output.

    g. "***Customer***" means the legal entity that executes an Order Document or uses the 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 Authorized Users (or by Avalara on behalf of Customer) to use the Services.

    i. ***"Customer Output"*** means all results, calculations, reports, data sets, or other similar materials generated by the Service solely from Customer Data through Customer's authorized use of the Service. For clarity, Customer Output does not include the Service, Avalara Technology, Content, or any improvements, enhancements, or derivatives thereof.

    j. "***Documentation***" means Avalara's user guides, training manuals, instructions, usage information, and other similar documentation, as updated or revised by Avalara from time to time, that Avalara provides to Customer (i) within the Service or (ii) at https://knowledge.avalara.com (or a successor site that Avalara may designate from time to time).

    k. "***Expenses***" means any reasonable, preapproved expenses described in an Order Document or otherwise as being reimbursable to Avalara by Customer, that Avalara actually incurs while providing Customer the Services. Avalara's reimbursable Expenses include (as applicable) postage fees, wire transfer fees, and other out-of-pocket administrative costs.

l. "***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.

m. "***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.

n. "***Order Document***" means a Sales Order or other document or order used to purchase Services or Professional Services from Avalara, including orders placed or accepted through Avalara's online ordering flow or customer portal.

o. "***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.

p. "***Professional Services***" means services supplemental to the Services, including professional consulting services, to be performed for Customer by Avalara's employees or contractors, as specified in the applicable Order Document. Performance of Professional Services is governed by the Avalara Professional Services Terms and Conditions located at https://legal.avalara.com/#psterms.

q. "***Representative***" means a director, officer, employee, consultant, advisor, representative, or agent of the subject party.

r. "***Sales Order***" means Avalara's sales order form that describes the Services, Professional Services, and support plans ordered by Customer and the fees, certain Expenses, and other specified terms.

s. "***Service(s)***" means the Avalara service offering(s) specified in the applicable Order Document.

t. "***Service-Specific Supplemental Terms***" means additional supplemental terms that apply to certain Services, currently located here.

u. "***Term***" has the meaning provided in Section 6 (*Term and Termination*) of these Terms.

v. "***Third-Party Applications***" means computer software programs and other technology that are provided or made available to Customer by third parties.

w. "***VAT***" means value-added and indirect tax.

2. **The Services**.

a. **Use of the Services**. Avalara delivers "software as a service" and other services on a subscription basis. Avalara grants Customer a nonexclusive, nontransferable, worldwide right to access and use the Service(s) during the Term, solely for Customer's internal business operations. Avalara reserves all other rights. Customer shall not use any services that are not set forth in an Order Document signed by Customer and accepted by Avalara, except as otherwise provided in the Agreement. If Customer has a sandbox Account, Customer shall use it solely for testing non-production data and for internal business purposes only.

b. **Service-Specific Supplemental Terms**. Some Services may be subject to additional terms specific to that service as set forth in the Service-Specific Supplemental Terms. By accessing or using a service governed by Service-Specific Supplemental Terms, Customer also agrees to the applicable Service-Specific Supplemental Terms. Service-Specific Supplemental Terms for services that Customer does not purchase or use do not apply to Customer.

c. **Customer's Account**. Avalara shall enable an account for Customer to access the Service(s) ("***Account***"). Customer shall designate a specific person or persons authorized by Customer to manage and support the Account, including the creation of usernames and passwords for Authorized Users. Customer is solely responsible for maintaining the status of its Authorized

Users. Customer and its Authorized Users shall maintain the confidentiality of all usernames, passwords, access, and Account information under their control. Except to the extent caused by Avalara's breach of the Agreement, including its obligations under Section 8 (*Confidential Information*), Avalara is not responsible for unauthorized access to the Account. Customer shall contact Avalara promptly if (i) Customer reasonably believes that the Account has been compromised, including any loss, theft, or unauthorized access, use, or disclosure of Account information or (ii) Customer becomes aware of any other breach of security in relation to Customer's Account information or the Services that may have occurred or is reasonably likely to occur.

d. **Avalara's Responsibilities**. Avalara shall: (i) provide status updates at status.avalara.com or an equivalent replacement site; (ii) use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except for: (1) planned downtime (scheduled with at least 7 days' notice and at a time intended to minimize impact to Avalara customers) and (2) any unavailability caused by circumstances beyond Avalara's reasonable control, including internet service provider failures or delays or denial of service attacks against which Avalara maintains commercially reasonable prevention controls; (iii) provide its standard support for the Services to Customer at no additional charge, or upgraded support if purchased separately; and (iv) conduct its business in compliance with Applicable Laws.

e. **Customer's Responsibilities**. Customer (i) shall ensure the accuracy and completeness of Customer's initial and ongoing configuration and setup of the Services; (ii) shall ensure that the Services are compatible with Customer's business and systems requirements; (iii) shall ensure the accuracy, quality, legality, completeness, and integrity of the Customer Data provided by Customer and the means by which Customer acquired it; (iv) shall ensure the information Customer provides in connection with the Services, such as billing information and purchase orders, is current, accurate, and complete; (v) is responsible for the provision, maintenance, and use of Customer's hardware, network, internet connectivity, and software; and (vi) shall ensure that its Customer Data does not include any "protected health information" as defined in the Health Insurance Portability and Accountability Act of 1996, as amended, and the regulations promulgated thereunder, collectively "***HIPAA***". Customer shall comply with the Acceptable Use Policy available at https://www.avalara.com/legal/acceptable-use, with all Documentation, and with all Applicable Laws. Customer shall ensure that the Authorized Users and Representatives of Customer (and, if Customer enables its Affiliates to use the Services, its Affiliates, their Authorized Users, and their Representatives) comply with all of Customer's obligations under the Agreement, and Customer shall be responsible for their acts and omissions relating to the Agreement as though they were those of Customer.

f. **Customer Affiliates**. Customer may enable its Affiliates to use the Services. Unless Avalara accepts an Order Document from an Affiliate or otherwise agrees in writing, all use of the Services by Customer's Affiliates will be under Customer's Account, Avalara will invoice Customer and not its Affiliates for the Services, and Customer shall pay all invoices to Avalara. When an Affiliate of Customer uses the Services, all references to "Customer" in the Agreement relating to access or use of, or restrictions or limitations on access or use of, the Services refer to the Affiliate. Among Customer and its Affiliates, only an entity specified on an Order Document may (i) take any action to enforce such entity's rights and obligations arising from the Agreement, or (ii) request technical support for such entity with respect to the Services.

g. **Avalara Affiliates.** Avalara may perform the Services itself or through any of its Affiliates. When an Affiliate of Avalara provides the Services, all applicable references to "Avalara" in the Agreement relating to provision of the Services refer to such Affiliate. Avalara is responsible for its Affiliates' compliance with the terms of the Agreement, and Avalara shall be responsible for their acts and omissions relating to the Agreement as though they were those of Avalara. Avalara or its Affiliate may invoice Customer for the 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 providing or invoicing for the Service.

h. **Subcontractors**. Avalara may use subcontractors to facilitate its obligations under the Agreement, and Avalara shall be responsible for the acts and omissions of such subcontractors relating to the Agreement as though they were those of Avalara.

i. **Restrictions**. Customer shall use the Services only as set forth in the Agreement and the Documentation, and not for the benefit of any third party. Customer shall not (i) reverse assemble, reverse engineer, decompile, or attempt to derive source code from Avalara's services, Content, or Avalara Technology; (ii) reproduce, modify, create, or prepare derivative works of Avalara's services, Content, Avalara Technology, or Documentation; (iii) distribute or display Avalara's services, Content, Avalara Technology, or Documentation other than to Authorized Users; (iv) share, sell, rent, lease, or otherwise distribute access to Avalara's services (except with respect to Customer's Affiliates as expressly provided in Section 2(f)) or use Avalara's services to operate any timesharing, merchant of record, service bureau, or similar business; (v) alter, destroy, or otherwise remove any proprietary notices within Content, Avalara Technology, or Documentation; or (vi) disclose the results of any benchmark tests to any third parties without Avalara's prior written consent.

j. **Unsupported APIs and Third-Party Application Integrations**. Avalara may, in accordance with Section 9(b)(i)(2) (*Avalara's Warranties*) of these Terms, cease supporting older APIs and functionality with respect to specific Third-Party Applications at the date specified in the Documentation. Disclosure in the Documentation shall constitute notice. In such case, the following shall not apply to Customer's continued use of such API or functionality beyond such date: (i) the support obligations contained in Section 2(d)(iii) (*Avalara's Responsibilities*), (ii) the warranty obligations contained in Section 9(b)(i) (*Avalara's Warranties*), and (iii) any support or warranty obligations or any guarantees set forth in any applicable Service-Specific Supplemental Terms.

k. **Artificial Intelligence Functionality**. Avalara may incorporate functionality powered by generative artificial intelligence ("***AI Functionality***") into the Services. AI Functionality may be used, for example, to automate tasks, generate content, analyze data, or assist with user interactions. Avalara does not warrant that AI Functionality will be continuously available, error-free, or free from interruption.

    i. **Updates**. Avalara will make information about material changes to AI Functionality available through release notes, in-product notifications, or Documentation, as applicable.

    ii. **No Training**. Avalara will not use Customer Data or Customer Output to train or improve its AI large language models or those of third-party providers without Customer's consent. Use of AI Functionality is subject to the Agreement, including any applicable documentation and service limitations.

    iii. **Customer Agents**. Avalara's platform may permit Customer to connect third-party or Customer-configured artificial intelligence systems, agentic applications, or automated tools ("***Customer Agents***") that interact with Avalara's products, services, data, or APIs on the Customer's behalf. Customer is solely responsible for all actions taken, outputs generated, and decisions made by any Customer Agent operating through Avalara's platform. To the fullest extent permitted by applicable law, Avalara makes no warranty, express or implied, as to the accuracy, completeness, fitness for purpose, or legal compliance of any output produced by or through a Customer Agent, and expressly disclaims all liability arising out of or related to: (a) any action taken or output generated by a Customer Agent; (b) any error, omission, or hallucination produced by a Customer Agent, including those resulting in incorrect tax determinations or regulatory non-compliance; or (c) any security incident or data loss caused or contributed to by a Customer Agent. Any reliance on a Customer Agent's output is undertaken entirely at the customer's own risk.

3. **Proprietary Rights**.

a. **Avalara's Intellectual Property**. Avalara grants Customer a limited, nonexclusive, worldwide, nontransferable, nonsublicensable license to access, use, and retain the Content solely for Customer's internal purposes for which the Content was provided in connection with the Service. Customer may aggregate such Content with other data to prepare, file, or produce tax returns or similar compliance deliverables (and, if provided in the Service-Specific Supplemental Terms, to assist the applicable Client). Customer may not resell, sublicense, publish, host for third parties, or otherwise distribute the Content as a standalone product or

service or remove or alter Avalara's proprietary notices. Except as provided in the Agreement, Avalara and Avalara's licensors retain and own all right, title, and interest in Avalara's services, Content, Avalara Technology, the Documentation, Avalara's Confidential Information, and all enhancements or improvements to, or derivative works of, the foregoing, including any Intellectual Property rights therein. Nothing in the Agreement transfers or conveys to Customer any ownership interest in Avalara's Intellectual Property.

b. **Suggestions**. If Customer provides Avalara with any suggested improvements to the Services, that suggestion is provided "as-is," and Customer 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.

c. **Customer's Intellectual Property**. Customer retains all ownership rights in Customer Data, Customer Output, and Customer's Confidential Information, including any Intellectual Property rights therein. Nothing in the Agreement transfers or conveys to Avalara any ownership interest in or to the Customer Data, Customer Output, or Customer's Confidential Information, provided that Avalara has the right to create Aggregate Data (as defined in Section 3(d) (*Aggregate Data*)) and owns all right, title, and interest in Aggregate Data both during and after the term of the Agreement. Customer shall ensure that it has all necessary rights and permissions required by Applicable Laws to use and permit the use of Customer Data and Customer Output in accordance with the Agreement. Avalara may retain, use, and disclose Customer Data and Customer Output solely (i) to provide the Services; (ii) to provide customer support; and (iii) to comply with Applicable Laws.

d. **Aggregate Data**. Avalara may create, generate, and use Aggregate Data for any lawful purpose. "***Aggregate Data***" means de-identified and anonymized sets of data derived from the data of multiple Avalara customers (including Customer Data) 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.

4. **Privacy and Security**.

a. **Data Processing Agreement**. The Parties agree to comply with the Avalara Services Data Processing Agreement, which is incorporated by this reference and is located at https://www.avalara.com/DPA (the "***DPA***").

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 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 may occasionally update, upgrade, change, or add safeguards and security methods as warranted in Avalara's sole discretion, and Avalara will provide notice if Customer needs to take action to facilitate continued interaction with the Services.

5. **Service Suspension**.

a. **Generally**. Avalara may suspend Customer's Account if: (i) Customer, its Affiliates, or its or their Authorized Users or Representatives causes a material risk to the security or performance of the Services, the network, itself, or any other Avalara customer or business partner; (ii) Customer uses the Services in violation of the Agreement; or (iii) Customer is delinquent in its payment obligations for any undisputed amounts. In the case of payment delinquency, Avalara shall notify Customer (including by email to Customer's business contact) at least 10 days before suspension. For any other suspension, other than with respect to sandbox Accounts, Avalara shall make a good faith effort to contact and provide

notice to Customer (including by phone or email to Customer's business contact) in advance. Payment of undisputed amounts will be considered delinquent if not received within 15 days following invoice due date.

b. **Effect of Suspension**. If Avalara suspends Customer's ability to access the Services, (i) Customer remains responsible for all fees and charges for suspended Services and for other Services to which Customer continues to have access, if any; and (ii) Customer will not be entitled to any compensation or credits for any period of suspension, unless suspension was due to Avalara's error or omission. For a suspension of Customer's AvaTax Account for delinquent payment, the Service will continue to return real-time tax calculation results. Avalara shall not destroy or overwrite any Customer Data during the suspension period.

6. **Term and Termination**.

   a. **Agreement Term**. The term of the Agreement (the "***Term***") begins on the Effective Date of the Initial Subscription Term for the first Service purchased and ends on the date of termination or expiration of the final Subscription Term.

   b. **Subscription Terms**. Customer may purchase subscriptions to one or more Services during the Term. The effective period of each subscription is a "***Subscription Term***" and, depending on the timing and agreed terms of the applicable Order Documents, those subscriptions may have different Subscription Terms. Each Initial Subscription Term begins on an "***Effective Date***", which is either (1) the date Avalara enters Customer's Order Document into Avalara's billing system or (2) an alternate date mutually agreed by the Parties in writing.

      i. **Initial Subscription Term**. Customer's initial Subscription Term for a Service (the "***Initial Subscription Term***") is set forth in the Order Document and begins on the Effective Date and continues until the end of the subscription period specified in the Order Document.

      ii. **Automatic Renewal**. At the end of the then-current Subscription Term, each subscription to a Service will automatically renew for a term equal in length to the Initial Subscription Term or for length specified in the applicable Order Document (the "***Renewal Subscription Term***"). Customer may elect to not renew the subscription by providing Avalara at least 30 days' written notice prior to renewal; Avalara may elect to not renew by providing Customer at least 90 days' written notice prior to renewal. Customer must submit notice of non-renewal to Avalara in accordance with the instructions provided in the Documentation (see e.g., https://knowledge.avalara.com/cancellation). Unless another payment method has been specified, Avalara will charge Customer's payment information on file for the Service fees for the Renewal Subscription Term.

   c. **Subscription to Upgraded or Additional Services**. If Customer upgrades any of Customer's Service subscriptions during a Subscription Term, then the Subscription Term for the upgraded Service will be coterminous with the current Subscription Term. In the event of any upgrade, Avalara will charge Customer's payment information on file, unless another payment method is agreed, for the then-current applicable upgrade fee plus an amount equal to the difference between the then-current Service fee and the upgraded Service fee. If Customer subscribes to an additional Service, the Subscription Term for that Service will begin on the Effective Date for that Service and Customer will be separately charged for the applicable activation and annual Service subscription fee for the additional Service. If Customer upgrades the tier of Service purchased, renews a Service, or purchases an additional Service (*excluding automatic upgrades*), then all Services to which Customer subscribes under these Terms will be subject to the then-current Terms and applicable Service-Specific Supplemental Terms.

   d. **Multiyear Contracts**. If Customer's Subscription Term is longer than 12 months (a "***Multiyear Contract***"), usage is typically divided into segments of 12 months (each a "***Segment***").

      i. **Renewal Subscription Term Length**. Provided the just-ended Subscription Term's length in months is evenly divisible by 12, the Renewal Subscription Term will be the same length as the just-ended Subscription Term. If the just-ended

Subscription Term includes a Segment that is not evenly divisible by 12, each Renewal Subscription Term will include the total number of 12-month Segments contained in the just-ended Subscription Term with any remaining months rounded to the nearest number of months evenly divisible by 12. For example, a Subscription Term of 41 months will result in Renewal Subscription Terms of 36 months each; a Subscription Term of 42 months will result in Renewal Subscription Terms of 48 months each.

ii. **Subscription Volume at Renewal**. If a Multiyear Contract comprises Segments of differing lengths, Services, or usage volumes, each Multiyear Contract will renew at the subscription volume specified in the final Segment of the just-ended Subscription Term. If that final Segment is less than or more than 12 months long, it will be annualized to 12 months to determine subscription volume for renewal.

e. **Termination for Breach or Cause**. Either Party may terminate the Agreement or any affected Service by notice to the other Party (i) if the other Party materially breaches its obligations under the 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. Material breach by Customer includes the following by way of example and not limitation: (1) Customer is unable to resolve any material issue leading to suspension of Customer's Services as a result of the acts or omissions of Customer, its Affiliates, or its or their Authorized Users or Representatives within 30 days following notice of suspension; (2) Customer's use of the Services in violation of Applicable Laws; (3) if Customer purchases a returns Service and fails to fund its tax liabilities within the specified deadlines; or (4) adverse Customer due diligence.

f. **Consequences of Termination for Breach**. If Customer terminates the Agreement or any Service as a result of Avalara's material breach, then Avalara shall refund Customer the pro rata amount of any prepaid Service subscription fees applicable to the unused portion of the Subscription Term of the terminated Service (*excluding any one-time fees*); provided, however, that if Customer was unable to use the Service as a result of Avalara's material breach, the unused portion of the Subscription Term will be measured from the last date on which Customer was able to use the Service (or the date of Customer's written notice of breach, if later). If Avalara terminates the Agreement or any Service due to Customer's material breach, Avalara shall not refund any amounts to Customer, and Customer shall pay any unpaid fees covering the remainder of the then-current Subscription Term to the extent permitted by Applicable Law.

g. **General Effects of Termination**. Upon any termination of the Agreement: (i) all of Customer's rights under the Agreement immediately terminate (with the exception of those surviving termination, as described below); (ii) except as set forth in Section 6(f) (*Consequences of Termination for Breach*), Customer remains liable for all fees, charges, Expenses, and any other obligations Customer has incurred during the Subscription Term; and (iii) Avalara shall destroy or overwrite Customer Data and Customer's Confidential Information as provided in Section 6(h) (*Deletion of Data*). All provisions that by their nature should survive termination of this Agreement will do so (including, by way of example and not limitation, payment obligations, indemnification and defense obligations, and duties of confidentiality).

h. **Return of Customer Data**. Following termination or expiration of the Agreement or a Service, Customer may retrieve its data within ten days following termination or expiration at no additional cost. If Customer does not retrieve its data, Customer may submit a written request to Avalara for the return of Customer Data. If the request is received within 60 days of such termination or expiration, then Avalara shall either (i) provide Customer with limited access to the Service subject to the obligations and restrictions of these Terms, solely for the purpose of retrieving Customer Data; or (ii) provide an export file of Customer Data stored on Avalara's systems in a commonly used format reasonably determined by Avalara and subject to Avalara's standard fees for such export. Avalara may, but has no obligation to, maintain or return Customer Data in response to a request received more than 60 days after termination of the Agreement or the applicable Service.

i. **Deletion of Data**.

i. **At Customer's Request**. Upon Customer's request at any time during the Subscription Term for a Service or up to 60 days after termination of the Subscription Term, Avalara shall promptly destroy or overwrite Customer Data for such Service or Customer's Confidential Information, other than Customer Data or Customer Confidential Information or Personal Information contained in automatic computer backups or historical archives or that must be retained to fulfill obligations under the Agreement for regulatory, legal, or audit purposes, or for compliance with Avalara's data retention policies. If Customer makes such a request, then upon deletion by Avalara, Customer releases Avalara from any claims or liability relating to that Customer Data, including, without limitation, any guarantee, warranty, or indemnification.

ii. **Upon Termination**. If Customer does not request deletion of its Customer Data or Customer's Confidential Information, Avalara will destroy or overwrite such data and information in accordance with Avalara's document retention policies and standard backup and archival procedures, after the data or information is no longer reasonably necessary to fulfill obligations under the Agreement or for regulatory, legal, or audit compliance.

7. **Fees and Taxes**.

a. **Fees**. Customer shall pay all fees specified in each Order Document and applicable Expenses. Customer will be invoiced based on the Order Document, including, if applicable, for usage-based fees. Except as otherwise specified in the Agreement: (i) amounts are quoted and payable in the currency specified on the Order Document; and (ii) payment obligations are non-cancelable and fees and Expenses paid are non-refundable. 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 be credit card or similar payment methods, and Customer is responsible for any such fees. Unused one-time 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 one-time Services. If Customer is enrolled in Avalara's automatic payment program, Avalara will charge Customer's payment information on file for any renewals, upgrades, overage fees (if applicable), and additional Services purchased. If Customer has credit terms, Customer will be invoiced in accordance with its payment information on file.

b. **Upgrades and Overages**. If Customer's Service fees include a usage tier, Customers may choose one of two options if Customer exceeds the usage tier for the applicable Service set forth in the Order Document: either payment of an overage charge or upgrade to a higher subscription tier. At any time prior to exceeding the applicable usage tier, Customer may change the selected option. If Customer has a Multiyear Contract and Customer upgrades to a higher subscription tier during a Segment, the upgraded tier applies for the remainder of the Subscription Term, and the usage tier applicable to each later Segment is the greater of the upgraded tier and the usage tier specified in the Order Document for that Segment. Customer may not reduce its subscription tier below the upgraded tier. Unless otherwise provided in the applicable Service-Specific Supplemental Terms, the default choice is the automatic upgrade option. If a Multiyear Contract automatically upgrades during a Segment, the upgrade will apply to all subsequent Segments in the Subscription Term. Overage fees for the Initial Subscription Term (or, if Customer is purchasing a Multiyear Contract, the first Segment of a Subscription Term) will be charged at the rate specified in the Order Document. For any Renewal Subscription Terms and subsequent Segments within a Subscription Term, Avalara's then-current overage rates will apply.

c. **Subscription Plans**. Customer's subscription plan for the Service is specified in the applicable Order Document. Customer may not reduce Customer's commitment under the Service subscription plan specified in the Order Document during the Subscription Term. Customer is not entitled to any refund of fees paid or relief from fees due if the volume of

Service Customer actually uses is less than the volume Customer ordered. Customer may not carry over any unused volume to Customer's next Subscription Term or Segment. If Customer wishes to reduce the volume of a Service subscription plan, then Customer must notify Avalara at least 30 days before the start of the next Renewal Subscription Term for the applicable Service, and the reduction will be effective at the start of that next Renewal Subscription Term.

d. **Taxes**. Customer is responsible for any applicable sales, use, excise, value-added, or similar taxes, levies, or duties payable with respect to Customer's order of Services assessable by any local, state, provincial, federal, or foreign jurisdiction. Unless expressly specified otherwise in any Order Document, 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 Applicable Laws require Customer to deduct or withhold any tax from a payment to Avalara, Customer shall pay Avalara an additional amount so that, after the deduction or withholding, Avalara receives the amount it would have received had no deduction or withholding been required. Customer shall remit the deducted or withheld amount to the relevant authority in accordance with Applicable Laws and, within 30 days, provide Avalara official receipts evidencing that payment. The Parties shall cooperate in good faith to obtain any available reduction of or exemption from withholding tax, including under an applicable tax treaty, and Avalara shall provide any residency or exemption documentation reasonably requested for that purpose.

e. **Increases at Renewal**. Unless otherwise agreed in writing, Avalara may increase Service fees for each Renewal Subscription Term. In order for price increases to be effective, Avalara must notify Customer at least 60 days prior to the Renewal Subscription Term. Such notice may be in the form of an invoice or any other form of notice used by Avalara to communicate with Customer. If Customer objects to the increase, Customer may elect to not renew its order of Services. Customer acknowledges that the following do not constitute fee increases: (i) additional fees for any upgrade or any additional Service that Customer orders; (ii) overage fees for usage in excess of Customer's usage tier; and (iii) expiration of any discount or incentive programs to which Customer was previously entitled.

f. **Payment Disputes**. Customer must assert any payment dispute in writing to Avalara according to the instructions in the Documentation within 15 days after the due date of the invoice giving rise to the dispute. Avalara shall not exercise its suspension or termination rights or apply interest on late payments if Customer disputes the applicable charges reasonably and in good faith and provides reasonable cooperation to resolve the dispute.

8. **Confidential Information**.

a. **Confidential Information**. "***Confidential Information***" means information designated by a Party or a Party's Affiliate as confidential, or given the circumstances, would reasonably be understood by the Recipient to be confidential, and that is disclosed by a Party, its Affiliates, or their respective Representatives (the "***Discloser***") to the other Party, its Affiliates, or their respective Representatives (the "***Recipient***"), regardless of the form of disclosure. Confidential Information includes, with respect to Avalara and its Affiliates, the Avalara Technology and non-public Documentation, and with respect to Customer and its Affiliates, all Customer Data, and with respect to both the Discloser and Recipient, the non-public terms of the 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 its best 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 Agreement, to comply with Applicable Laws, to discuss potential business opportunities between the Parties, or as otherwise permitted under the Agreement. Subject to the permitted disclosures set forth in Section 8(c) (*Disclosures Required by Law*), the Recipient shall hold Confidential Information in strict confidence and shall not disclose or authorize the disclosure of Confidential Information to third parties except as otherwise permitted by the 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 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 8(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. All rights and obligations regarding Confidential Information (including Customer Data) will survive and remain subject to the confidentiality provisions of this Agreement for as long as the Confidential Information is retained or until it no longer meets the definition of Confidential Information.

e. **Notices**. Avalara shall notify Customer without undue delay in accordance with Applicable Laws of unauthorized access, use, or disclosure of 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.

f. **Return of Confidential Information.** Avalara shall destroy, overwrite, or return Customer's Confidential Information as provided in Section 6(h) (*Return of Customer Data*) or Section 6(i) (*Deletion of Data*), as applicable.

9. **Warranties**.

a. **Mutual Warranties**. Each Party represents and warrants to the other Party that (i) it has the authority to enter into and perform its obligations under the Agreement; (ii) the Agreement does not conflict with any other agreement entered into by it; (iii) it does not conduct business for any unlawful purpose; and (iv) it and its Representatives are not on and have not been on the United States Department of Treasury, Office of Foreign Asset Control's list of Specially Designated National and Blocked Persons; His Majesty's Treasury, Asset Freezing Unit's Consolidated List of Financial Sanctions Targets; the European Union's consolidated list of persons, groups, and entities subject to EU financial sanctions; or any similar list of embargoed or blocked persons applicable to persons or entities in the jurisdiction of such Party's domicile or use of the Services.

b. **Avalara's Warranties**. Avalara offers the following warranties for the Services:

i. Avalara warrants to Customer that: (1) the Services Avalara provides to Customer will perform in all material respects in accordance with its applicable, then-current Documentation; (2) subject to Section 4(b), Avalara will not materially reduce a Service or its features or functionality during a Subscription Term (provided, however, that Avalara may do so to comply with Applicable Laws or upon expiration of a Subscription Term with at least 90 days' written notice to Customer); (3) if Avalara enables, modifies, or removes AI Functionality (as defined in Section 2(k) (*Artificial Intelligence Functionality*)), such changes will not materially degrade the core functionality or security of the Services; and (4) Avalara will use commercially reasonable efforts, using then-current versions of commercially available antivirus software, to ensure that the Avalara Technology provided to Customer contains no computer virus, Trojan horse, worm, or other similar malicious code. Avalara does not warrant that the Avalara Technology is free from all bugs, errors, or omissions.

ii. If Avalara fails to conform to any of the warranties in this Section 9(b) (*Avalara's Warranties*) and Avalara does not render the Avalara Technology conforming within 30 days of Customer's written notice to Avalara of the nonconformance, then, as Customer's sole and exclusive remedy for any nonconformance, Customer may immediately terminate its subscription for the affected Service upon notice to Avalara, and Avalara shall refund Customer the pro rata amount of any prepaid Service subscription fees applicable to the unused portion of the Subscription Term of the terminated Service (*excluding any one-time fees*). The refund will be calculated from the date that Customer notifies Avalara of the nonconformance.

iii. To the extent the Service, systems, or software have been modified, except where such modifications have been made at the direction of Avalara, the following shall not apply: (i) the warranty obligations contained in this Section 9(b) (*Avalara's Warranties*), (ii) the support obligations contained in Section 2(d)(iii) (*Avalara's Responsibilities*), and (iii) any support or warranty obligations or any guarantees set forth in any applicable Service-Specific Supplemental Terms.

iv. For the sake of clarity, Content warranties (if any), including an error in accuracy or timeliness of any Service, are set forth in the Service-Specific Supplemental Terms for the applicable Service and not by this Section 9(b) (*Avalara's Warranties*). The warranties in the Agreement are for Customer's sole benefit, and do not extend to any other person or entity.

c. **Disclaimer of Implied Warranties**. Except as expressly provided in the Agreement, the Services are provided on an "as-is" and "as available" basis, and neither Party makes any warranties of any kind, whether express, implied, statutory, or otherwise, and each Party specifically disclaims all implied warranties, including the implied warranties of merchantability and fitness for a particular purpose, to the maximum extent permitted by Applicable Laws.

10. **Indemnification**.

a. **Indemnification by Avalara**. Avalara shall indemnify and defend Customer and Customer's directors, officers, employees, and Affiliates against any Losses incurred as a result of a third-party demand, claim, or action that (1) the use of the Service in accordance with the Agreement infringes a copyright, registered trademark, issued patent, or other Intellectual Property right of such third party (an "***Infringement***"); (2) results from Avalara's breach of its obligations under the Agreement; or (3) results from Avalara's violation of Applicable Laws. "Loss" means any liability, loss, settlement payment (including any settlement the Indemnitee agrees to pay, as long as it is in a written settlement approved by the Indemnitor 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.

i. If the Service is subject to a claim of Infringement and as a result, Customer's use of the Service is enjoined, then Avalara shall, at no cost to Customer, procure for Customer the right to continue using the Service or replace it with non-infringing or modified Services of materially equivalent functionality.

ii. If none of the above options are available on terms that are commercially reasonable for Avalara, then Avalara may terminate Customer's right to access and use the Services that require the infringing Service, in which case Avalara shall refund Customer the pro rata amount of any prepaid Service subscription fees applicable to the unused portion of the Subscription Term for the terminated Service(s) (*excluding any one-time fees*) provided, however, that if Customer was unable to use the Service as a result of the Infringement, the unused portion of the Subscription Term will be measured from the last date on which Customer was able to use the Service.

iii. Avalara has no obligation with respect to any actual or alleged Infringement to the extent that the Infringement is caused or alleged to be caused by (1) Customer Data; (2) use or modification of the Services other than by Avalara or other than as specified in the Documentation or the Agreement; or (3) combination of the Service with any products, software, services, data, or other materials not provided by Avalara or approved by Avalara in writing, if the Infringement would not have occurred but for such combination.

b. **Indemnification by Customer**. Customer shall indemnify and defend Avalara and its Affiliates and their respective directors, officers, and employees against Losses incurred as a result of a third-party demand, claim, or action that (1) Customer's use of the Service in breach of the Agreement infringes the Intellectual Property rights of a third party; (2) results from Customer's breach of its obligations under the Agreement; or (3) results from Customer's violation of Applicable Laws.

c. **Process**. The obligations of a Party ("***Indemnitor***") to defend or indemnify the other ("***Indemnitee***") are subject to the following: (i) the Indemnitee must promptly inform the Indemnitor in writing of any claim or action within the scope of the Indemnitor's defense or indemnity obligations set forth in the Agreement, provided that Indemnitor shall not be excused from its indemnity obligations for failure to provide prompt notice except to the extent that the Indemnitor is prejudiced by any such failure to provide prompt notice; (ii) the Indemnitor must be given exclusive control of the defense of such claim and all negotiations relating to its settlement, except that the Indemnitor may not, without Indemnitee's approval, (A) make any admissions on the Indemnitee's behalf or (B) settle any such claim unless the settlement unconditionally releases the Indemnitee of all liability; and (iii) the Indemnitee must reasonably assist the Indemnitor in all necessary respects in connection with the defense of the claim, at the Indemnitor's expense. The Indemnitee may participate in the defense of the claim at its sole cost and expense.

d. **Exclusive Remedy**. This Section 10 (*Indemnification*) states the Indemnitor's sole liability and the Indemnitee's exclusive remedy with respect to Infringement and any other type of third-party claim or action described in this Section. This Section does not apply to any direct claims between the Parties. For the sake of clarity, this Section does not cover any claims from a tax authority based on any error in availability, accuracy, or timeliness of any Service, including, for example, any tax calculation or determination, tax return, filing, or compliance document.

11. **Modifications**.

a. **Modification Notice**. Subject to the restrictions in this Section 11 (*Modifications*), Avalara may modify these Terms, the Acceptable Use Policy, the DPA, or any Service-Specific Supplemental Terms. If Avalara modifies these Terms, the Acceptable Use Policy, the DPA, or any Service-Specific Supplemental Terms, it shall provide prior written notice ("***Modification Notice***") to Customer of such modifications at least 60 days prior to the effectiveness of the

modifications. If the Acceptable Use Policy or the Service-Specific Supplemental Terms address a Party's limitation of liability or indemnification obligations, any modification to those provisions will have no effect, and those provisions as of the Effective Date will continue to apply. All other modifications take effect as provided in this Section 11 (*Modifications*). Avalara is not required to provide prior notice if modifications are necessary to comply with Applicable Laws but in such case shall use commercially reasonable efforts to provide prior notice when practicable. Avalara may update the list of services in the Service-Specific Supplemental Terms without providing prior notice.

b. **Renewal Modification Notice**. If the Modification Notice states that the modifications will become effective upon commencement of a Renewal Subscription Term, then the modifications will become effective for each Service affected by the changes upon renewal of such Service.

c. **Mid-Term Modification Notice**. Avalara will only issue a Modification Notice during a Subscription Term if modifications are necessary to comply with Applicable Laws.

d. **General**. If Customer does not terminate the affected Service subscription following issuance of the Modification Notice, then Customer will be bound by the modified terms beginning upon the effective date set forth in the Modification Notice.

12. **Exclusion of Certain Claims**; **Limitation of Liability**.

a. **Exclusion of Certain Claims. Neither Party is liable to the other Party for cost of cover or any consequential, indirect, special, punitive, incidental, exemplary, or lost profits damages of any kind. This exclusion applies regardless of whether the damages were foreseeable or the liable Party was advised of their possibility. The exclusion includes 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. The exclusion 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 4 (*Privacy and Security*) and Section 8 (*Confidential Information*), to a Party's indemnification obligations, or to any infringement or misappropriation by a Party of any Intellectual Property rights of the other Party.**

b. **Limitation of Liability. Neither Party's aggregate liability to the other Party will exceed the fees paid or payable by Customer to Avalara under the Agreement in the 12-month period immediately preceding the event giving rise to the claim, including a Party's indemnification obligations under Sections 10(a)(2), 10(a)(3), 10(b)(2), or 10(b)(3). The previous sentence does not apply to instances of gross negligence or willful misconduct, to all other indemnification obligations, to Customer's obligations to pay fees and Expenses when due and payable, to noncompliance with the 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 Intellectual Property of the other Party, a Party's breach of its confidentiality obligations set forth in Section 8 (*Confidential Information*), or Customer's failure to pay amounts due under the Agreement, neither Party may bring any claim relating to the 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 all of the losses or damages of such Party, its Affiliates or, in the case of Customer, Authorized Users. Without these limitations, the fees for the 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.

13. **Miscellaneous**.

a. **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.

b. **Export Controls and Sanctions**. Each Party shall comply with all applicable U.S. export control and economic sanctions laws and regulations, including the Export Administration Regulations administered by the U.S. Department of Commerce and the sanctions programs administered by the U.S. Department of the Treasury's Office of Foreign Assets Control. Customer shall not use the Services in any manner that would cause Avalara to violate any applicable export control or sanctions law or regulation. Customer shall not access or use the Services from, or export, re-export, or transfer the Services, Avalara Technology, or Content to, any country, region, person, or entity that is the target of U.S. embargo or sanctions or is otherwise prohibited under applicable export control or sanctions laws.

c. **Relationship of the Parties; No Professional Tax Opinions or Legal Advice**. The Agreement does not create a partnership, joint venture, agency, or fiduciary relationship between the Parties. Distributors (as defined in Section 14 (*Purchase Through Distributors*) below) 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.

d. **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.

e. **Publicity**. Neither Party shall issue any public statement regarding the 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.

f. **Other Technology or Services; No Audit Support**. Customer acknowledges and agrees that Customer has not relied on any future availability of any service offerings, technology, or additional, enhanced or updated features or functionality, and that the Services do not include any audit support (unless otherwise specified in an Order Document).

g. **Governing Law; Jurisdiction and Venue**. Each party agrees (i) with respect to the Agreement and all matters in connection with the Agreement, to the applicable governing law below without regard to choice or conflicts of law rules, and (ii) to the exclusive jurisdiction of the applicable courts below for any claims or causes of action arising in connection with the Agreement. The United Nations Convention on the International Sale of Goods does not apply to this Agreement.

Contracting Entity	**Governing Law is:**	**Courts with exclusive jurisdiction and venue are:**
Avalara, Inc. Washington corporation 512 S. Mangum St. #100 Durham, NC 27701	Laws of the state of New York, USA	State and federal courts in New York County, New York

Avalara Europe Ltd. registered in England and Wales (No.8446351) Lanchester House, 1st Floor, Trafalgar Place Brighton, BN1 4FU, England United Kingdom	Laws of England and Wales	Courts of England and Wales

h. **Sovereign Immunity Waiver**. By entering into the 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 purpose of enforcing this Agreement, including Section 10 (*Indemnification*). This limited waiver of sovereign immunity shall expire at the later of: (i) two years after the termination or expiration of the Agreement; and (ii) the conclusion of any legal proceedings instituted pursuant to the Agreement pending at the termination or expiration of the Agreement, including the conclusion of any potential appeals from such proceedings.

i. **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 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.

j. **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 13(j) (*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 affected Service. Such termination will not result in any liability by either Party, except that, if Customer terminates the affected Service for Avalara's failure, Avalara shall refund Customer the pro rata amount of any prepaid Service subscription fees applicable to the unused portion of the Subscription Term of the terminated Service (*excluding any one-time fees*). If Customer was unable to use the Service as a result of the force majeure event, the unused portion of the Subscription Term will be measured from the last date on which Customer was able to use the Service.

k. **Notices**. Avalara shall communicate announcements of general interest by email or by posting on its website or on Customer's console. 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 Agreement, all notices to Avalara must be in writing and sent as follows:

Account notices (e.g., name or address changes)	Send to Customer Account Manager
Notices of nonrenewal	Send in accordance with the instructions in the Documentation (see e.g., https://knowledge.avalara.com/cancellation)
Legal Notices	512 S. Mangum St. #100 Durham, NC 27701

	With a copy to legal@avalara.com

l. **Successors and Assigns**. Either Party may assign the Agreement without the other Party's consent to an entity that acquires all or substantially all of the assets or a business or product line 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 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 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 Agreement will be null and void. The Agreement will bind and inure to the benefit of each Party's permitted successors and assigns.

m. **Severability**. If any provision of the 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 Agreement will remain in full force and effect.

n. **Waiver**. No waiver of any provision of the Agreement, nor any consent by a Party to the breach of or departure from any provision of the 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.

o. **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.

p. **Entire Agreement**. The Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous written, electronic, or oral communications, representations, agreements, or understandings between the Parties with respect thereto. Except as specified in Section 11 (*Modifications*), the Agreement may not be modified or amended except by a written instrument executed 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.

q. **Order of Precedence**. Except to the extent expressly specified otherwise, if there is any conflict between these Terms and any of the other Agreement documents, then the following order of precedence applies: (i) any addendum between the Parties, (ii) the Order Document, (iii) the Service-Specific Supplemental Terms, as applicable, and (iv) these Terms.

14. **Purchase Through Distributors**. This Section 14 (*Purchase Through Distributors*) only applies to Customers who have purchased a Service through a Distributor. "***Distributor***" means an entity that Avalara has authorized as a distributor or reseller of the Services. For the sake of clarity, this Section 14 (*Purchase Through Distributors*) does not apply if Customer did not purchase a Service through a Distributor.

    a. **Distributors**. "***Distributor Agreement***" means the order, agreement or other document between Customer and a Distributor for Customer's purchase or other acquisition of Services. Additional terms that apply to Customer's use of the Services when obtained from a Distributor are set forth in this Section 14 (*Purchase Through Distributors).* In the event of any conflict between the provisions of the Agreement and the Distributor Agreement, then the provisions of the Agreement prevail. If a Distributor has granted Customer any rights that Avalara does not also directly grant to Customer in the Agreement, or that conflict with the Agreement, then Customer's sole recourse with respect to such rights is against the Distributor.

b. **Subscriptions Through a Distributor**. If Customer ordered a Service through a Distributor, the Subscription Term will begin on the Effective Date, and it will expire, renew, and terminate in accordance with the terms of the Distributor Agreement. Avalara may terminate that Service if Customer's Account is inactive for 12 months.

c. **Purchases Through a Distributor**. If Customer ordered a Service through a Distributor, then the billing, payment, and termination sections of the Agreement may not apply to Customer, and Customer's billing and payment rights and obligations are governed by the Distributor Agreement. However, if the Distributor from whom Customer purchased a Service fails to pay Avalara any amounts due in connection with Customer's use of the Services, Avalara may suspend Customer's Account, with or without notice to Customer. Customer agrees that Customer's remedy in the event of such suspension is solely against the Distributor and that Avalara is not liable to Customer in any manner for such suspension. Avalara may invoice Customer directly for renewals.

d. **Modifications**. Notwithstanding Section 11 (*Modifications*), Avalara may modify these Terms, the Acceptable Use Policy, or any Service-Specific Supplemental Terms. If Customer ordered a Service through a Distributor, any modification will take effect upon the date of the modification, and Customer may avoid the applicability of the modification only by ceasing its use of a Service.