Please note that these updated Service-Specific Supplemental Terms will apply to your Avalara Service upon any renewal, upgrade, or Service purchase made on or after November 19, 2026.

These Avalara 1099 & W-9 Service-Specific Supplemental Terms ("***1099 Terms***") govern Customer's purchase and use of Avalara 1099 & W-9 and other Services available on the Avalara 1099 & W-9 website. These 1099 Terms are in addition to, and incorporate by reference, the Avalara Service Terms and Conditions located at https://www.avalara.com/terms (the "***Terms***"). Any capitalized terms used in these 1099 Terms and not defined have the meanings given in the Terms.

1. **Definitions**.
    a. "***Client***" means a client of Customer.
    b. "***Client Data***" means any information uploaded to the Service(s) by Customer or Customer's Authorized Users relating to Customer's Clients. Customer Data includes Client Data.
    c. "***Filing Agency***" means a filing agency to which Avalara will file on behalf of the Customer.
    d. "***Form***" means any variety of W-9, W-8, 1099, 1095, W-2, 1042-S, T4A form, or other tax form as applicable, that Customer (or Avalara on Customer's behalf) prepares, validates, files, or stores within the Account.
    e. "***Recipient***" means any person or entity, other than a Filing Agency, Client, or Customer, sent a Form through the Services by the Customer.
    f. "***Recipient Data***" means any information uploaded to the Services by Customer or Customer's Authorized Users relating to a Recipient. Customer Data includes Recipient Data.
2. **Use of the Services**. Customer is authorized to use the Services solely for Customer's internal business operations. If the Customer is in the business of providing accounting or advisory services as part of its standard offerings, internal business operations may include the preparation and filing of Forms for Clients.
3. **Fees and Payment.**
    a. **Subscription Fees and Upgrades**. Customer's subscription fees are determined according to the usage tier indicated in the Order Document. This usage tier is assigned based on the number of estimated Forms for the relevant Subscription Term. For Customers purchasing through an assisted sales process, if Customer exceeds the number of Forms included in Customer's usage tier, Customer's subscription will automatically upgrade to a higher usage tier based on the maximum number of Forms used at any point during the Subscription Term and will renew at that upgraded usage tier. Customer cannot elect to pay overage charges. For customers purchasing through the Avalara 1099 & W-9 website, Customer cannot use more Forms than it has paid for.
    b. **Mailing Fees**. Customer may choose to pre-pay for mailing and late-mailing Expenses. Avalara shall invoice Customer for any additional Expenses incurred in mailing Forms on Customer's behalf and reserves the right to charge additional fees for any mailing occurring in the final week of January or later.
4. **Authorization**. Customer authorizes Avalara to perform TIN matching on Customer's behalf as requested and to file Forms as applicable. Customer also authorizes Avalara to: (a) use the U.S. Postal Service's National Change of Address Program to improve deliverability of mailings as appropriate; and (b) interact with regulatory authorities on Customer's behalf for validation, filing, and status retrieval purposes related to the Services and for no other purpose.
5. **Customer Responsibilities**. In addition to the responsibilities in the Terms, Customer shall: (i) verify the filing status of each Form filed on Customer's behalf by Avalara; (ii) ensure the Recipient received all

necessary Forms, and if not, transmit such Forms to the Recipient; and (iii) promptly correct any errors in the Forms. Customer shall download and save records as necessary to maintain its own records separate from the Service(s) and shall not use the Service(s) for general archiving or back-up purposes. Customer shall only request TIN matching for income subject to backup withholding on forms 1099-B, DIV, INT, MISC, NEC, OID, 1099-K, G and/or PATR. Customer affirms that all of the information entered into the Service for the purposes of submission, including to the Internal Revenue Service, Canadian Revenue Agency, and Social Security Administration, is true and accurate to the best of Customer's knowledge.

6. **Use of Services for Clients**. Customer is solely responsible for properly setting up, configuring, and maintaining Customer's profile in order to use the Services for the benefit of Customer's Clients, including, for each Client, (i) any information needed by Customer to use the Services on behalf of Customer's Clients; (ii) the preparation, content, accuracy, and review of any Forms that Customer prepares using the Services; and (iii) the timely filing of any Forms, including any late filings due to unavailability of the Services. Customer represents and warrants that it has the right to upload Client Data and Recipient Data to the Services.

7. **Additional Indemnification for Client Services**. In addition to Customer's indemnification obligations set forth in the Terms, Customer shall indemnify and defend Avalara against any Losses arising from a third-party claim that results from Customer's use of the Services for a Client (except for third-party claims for Infringement or arising solely from Avalara's breach of the Agreement or Applicable Law).

8. **Add-On Services and Features**.

    a. **Avalara 1099 & W-9 Smart Import**. For Customers that elect to purchase access to the optional Avalara 1099 & W-9 Smart Import feature ("***Smart Import***"), an additional subscription fee will apply. Customer is solely responsible for reviewing and confirming the accuracy of all Forms prepared with assistance from Smart Import and otherwise complying with all responsibilities described in Section 5 (*Customer Responsibilities*) of these 1099 Terms while using Smart Import. Avalara will not audit or review Customer Forms.

9. **Deviations from the Terms**.

    a. **One-Time Services**. Some Services offered on the Avalara 1099 & W-9 website are one-time Services. In such case, provisions in the Terms specifically applicable to subscription Services do not apply. Unless otherwise specified, unused one-time Services will expire one year after purchase.

    b. **Indemnification**. Sections 10(a)(2) and 10(a)(3) of the Terms *(Indemnification by Avalara)* do not apply to purchases made through the Avalara 1099 & W-9 website.

10. **Data Exports**. Customer expressly acknowledges that Client Data (if any) uploaded to Avalara 1099 & W-9 or otherwise provided to Avalara may be made available to Avalara's Affiliates and subprocessors, which include persons outside of the United States. Customer shall obtain any consents to disclose Client Data to Avalara and its Affiliates and subprocessors as may be required by Applicable Law, including, for example, 26 U.S.C. § 6713 and 26 U.S.C. § 7216.