

THIS MASTER SERVICES AGREEMENT (THIS "AGREEMENT") IS AN AGREEMENT BETWEEN YOU AND US AND SETS FORTH THE TERMS AND CONDITIONS UNDER WHICH WE AGREE TO GRANT YOU A RIGHT TO ACCESS AND USE CERTAIN SERVICES (AS DEFINED IN SECTION 1.M BELOW) THAT YOU HAVE PURCHASED FROM US.

BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OR BY EXECUTING A SALES ORDER (AS DEFINED IN SECTION 1.K BELOW) THAT REFERENCES THIS AGREEMENT, YOU AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT AND WARRANT TO US THAT YOU HAVE THE LEGAL AUTHORITY TO BIND SUCH LEGAL ENTITY AND ITS AFFILIATES TO THIS AGREEMENT, IN WHICH CASE REFERENCES TO "YOU" AND "YOUR" IN THIS AGREEMENT SHALL MEAN SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY OR IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MUST NOT ACCEPT THIS AGREEMENT AND YOU MAY NOT USE ANY OF THE SERVICES. BY TAKING ANY STEPS TO SET-UP, USE OR INSTALL ANY OF THE SERVICES, YOU REPRESENT AND WARRANT TO US THAT YOU AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT AND YOU ARE AUTHORIZED TO ACTIVATE THE SERVICES.

EXCEPT WITH OUR PRIOR WRITTEN CONSENT, YOU MAY NOT ACCESS THE SERVICES IF YOU ARE OUR DIRECT COMPETITOR. ACCORDINGLY, BY YOUR ACCEPTANCE OF THIS AGREEMENT OR YOUR USE OF THE SERVICES, YOU REPRESENT AND WARRANT TO US THAT YOU ARE NOT OUR DIRECT COMPETITOR. IN ADDITION, YOU MAY NOT ACCESS THE SERVICES FOR PURPOSES OF MONITORING THEIR AVAILABILITY, PERFORMANCE OR FUNCTIONALITY OR FOR ANY OTHER BENCHMARKING OR OTHER COMPETITIVE PURPOSES.

## 1. DEFINITIONS

The following definitions shall be used for purposes of this Agreement. Other terms defined in other sections or any terms referenced in this Agreement shall apply to the entirety of this Agreement.

- a. "Administrator" means your employee or authorized agent who is designated to be the point of contact with Avalara for the management and support of the Services. The Administrator shall be designated in your applicable set-up forms.
- b. "Affiliate" means an entity that controls, is controlled by or is under common control with a party to this Agreement at any time during the Term of this Agreement, where control means, for purposes of this definition, a direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.
- c. "Avalara Website" means the online Web page located at [www.avalara.com](http://www.avalara.com).
- d. "Contract Effective Date" means the date your Sales Order is entered into our system. If for any reason your Sales Order is not executed by you, then the Contract Effective Date shall be the date you accept this Agreement.
- e. "Customer Center" means the online Web page on the Avalara Website located at [www.avalara.com/customercenter](http://www.avalara.com/customercenter).
- f. "Customer Data" means any data transmitted or provided to us by you for purposes of effectuating any portion of this Agreement (including, but not limited to, company information, registration information, transaction records, reports, service records, reconciliation reports, support records and information regarding tax filings or notices).
- g. "Expenses" means any out-of-pocket costs and fees actually incurred by Avalara while providing Services or Professional Services to you, including, but not limited to, fees and costs related to travel, lodging, meals, postage, faxes, wire transfer, delivery and other administrative costs.
- h. "Intellectual Property" shall include, without limitation, copyrights, trade-secrets, trademarks, trade-names, domain names, patents, know-how, formulation, data, technology, designs, inventions, improvements, discoveries, processes, models or sales, financial, contractual and marketing information and all other intellectual, proprietary or industrial property and like rights, whether or not registered, and any of the applications thereof. Intellectual Property also includes all modifications to, and derivative works of, all of the foregoing.
- i. "Malicious Code" means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.
- j. "Professional Services" means any consulting or additional implementation work performed by us for you under this Agreement or pursuant to a Statement of Work ("SOW") executed by you and Avalara.
- k. "Sales Order" means a sales order form executed by you that describes the Services, fees, support plans, Expenses and any special terms for using the Services that you have ordered. The Sales Order is hereby deemed incorporated herein by this reference.

- l. "Software" means any software installed on your system that is needed to access any of the Services, including, for example, software development kits ("SDK") and connectors supported by Avalara and other software needed to allow interoperability between the Services and your hardware and software.
- m. "Services" mean the Avalara services purchased by you as further described in your Sales Order. The Services include the underlying Software, Console (as defined in Section 4 below) and Portal (as defined in Section 4 below), but exclude Third-Party Applications.
- n. "Tax Data" means any data transmitted or provided to Avalara by you for purposes of using the Services, including, but not limited to, company information, tax data, transaction data, transaction reports, tax calendar data, notices, and reconciliation reports.
- o. "Term" means the Initial Term (as defined in Section 7 below) of this Agreement and all renewal terms.
- p. "Third-Party Applications" means online, Web-based applications and offline software products that are provided by third parties, interoperate with the Services and are identified as third-party applications.
- q. "Transaction" means an electronic request submitted by you to the Service to calculate tax, post a document or validate an address. Avalara calculates your Transaction usage on a daily basis using the following formula:
  - Document Count, meaning the greater of the following: (i) the count of unique documents that you commit or void within the Service; or (ii) the count of line items contained in those documents divided by 35; or (iii) the count of tax calculation requests submitted by any SDK connectors attached to your account divided by 10; *plus*
  - Non-Tax Address Validation Count divided by 10, meaning the count of address validation requests you submit to the Service, excluding address validations performed in the process of calculating tax.
- r. "User" means your employees or authorized agents that you have granted access to your Account (as defined in Section 4 below), Console and Portal and that have been given your Username (as defined in Section 4 below) and Password (as defined in Section 4 below) by you (or by us at your request).
- s. "We," "Avalara," "us" or "our" means Avalara, Inc., a Washington corporation, and its Affiliates, subsidiaries and successors and assigns.
- t. "You" or "your" means the company or other legal entity for which you are accepting this Agreement, the Affiliates of that company or legal entity, and their permitted successors and assigns.

## 2. ADDITIONAL TERMS OF USE

If you have ordered any of the Services listed below, in addition to the terms and conditions of this Agreement and Sales Order, your use of those Services are subject to the applicable terms of use available at the corresponding link ("Additional Terms of Use"). The Additional Terms of Use are hereby incorporated herein by this reference. References to this "Agreement" throughout this Agreement shall include the Additional Terms of Use that apply to you. By electing to use any of the Services listed below, you agree to be bound by, and comply with, the Additional Terms of Use. You are solely responsible for reviewing the Additional Terms of Use and any updates or modifications thereto. We last modified an Additional Terms of Use as of the date specified in the specific Additional Terms of Use.

- **AvaFile:** <http://www.avalara.com/avafire-terms-of-use>
- **Streamlined Sales and Use Tax ("SST") Certified Service Provider Services:** <https://www.avalara.com/sst-terms-of-use>
- **AvaCert, vCert, AvaCert/vCert Integration Services, AvaCert/vCert Retail or AvaCert/vCert Managed Services:** <https://www.avalara.com/avacert-vcert-terms-of-use>
- **vReturn:** <http://www.avalara.com/vreturn-terms-of-use>

## 3. MODIFICATIONS

You agree that we may modify this Agreement, any terms or policy concerning use of the Services or other terms referenced in this Agreement (collectively, "Additional Policies") at any time by posting a revised version of this Agreement or such Additional Policy on the Avalara Website, Customer Center, Console or Portal. The revised terms shall be effective as follows:

- a. if the revised terms are for (i) any Services that we are adding at the time of the revision, (ii) our privacy or security policy, (iii) the terms of use or any Additional Terms of Use, (iv) any Service terms, (v) any other general terms and conditions applicable to Avalara's services, web sites or other properties, or (vi) any Service you receive free of charge, then the revised terms shall be effective upon posting (unless Avalara expressly states otherwise at the time of posting); and
- b. if the revised terms are otherwise for any then-existing Services paid for by you, then the revised terms shall be effective upon the earlier to occur of (i) 15 days after posting and (ii) your acceptance if Avalara provides a mechanism for your immediate acceptance of the revised terms, such as a click-through confirmation or acceptance button, except that any changes to pricing is subject to Section 12.a below.

By continuing to use or receive the Services after the effective date of any revisions to this Agreement or any Additional Policies, you agree to be bound by the revised version of this Agreement or any revised Additional Policies. It is your responsibility to check the Customer Center, Console, Portal and Avalara Website regularly for any changes to this Agreement or Additional Policies. Avalara last modified this Agreement on the date set forth at the top of this Agreement.

#### 4. ADMINISTRATIVE CONSOLE AND PORTAL

- a. Administrative Console and Portal. You are solely responsible for ensuring that the Services are compatible with your business systems and requirements. We operate an administrative console ("Console") and web portal ("Portal") to provide the Services. Remote access to the Console and Portal will be provided through the Internet via a secured, password-protected computer interface or access code. You desire to access the Console and Portal (as applicable) and use the Services pursuant to the terms and conditions of this Agreement.
- b. Your Account. We will electronically deliver, without delivery of physical media, to you for your use during the Term of this Agreement, instructions on how to establish connection with the Console and Portal (as applicable) and to access the Services. You shall complete the applicable set-up forms with accurate, complete and updated information, and shall designate an Administrator to establish your primary e-mail address for access ("Username"). After completion of the set-up forms, we will establish an account for the Services ("Account") and issue your unique internet link to access the Console and Portal. Your Administrator shall be responsible for establishing an access password ("Password"), administering the Account and maintaining the Username and Password. Your Administrator may issue any individual usernames and passwords to obtain access to the Console and Portal to Users only. Your Administrator may assign one or more Users with certain administrative rights to the Account or general access rights to use and access the Services. You acknowledge that you are solely responsible for maintaining the status of your User base and maintaining the integrity of your Username, Password and your Account information. You also acknowledge that you are solely responsible for any third-party or Affiliate access to the Console and Portal through your Account. You shall take full responsibility that each User abides by the terms and conditions of this Agreement. You and each User shall protect your Username, Password and any individual usernames and passwords provided to access the Console or Portal or administer your Account. You understand that such usernames and passwords are assigned for use only by you and your Users and are strictly prohibited from being shared with other entities or individuals, except as expressly allowed by this Agreement. Unauthorized sharing of assigned usernames or passwords by you or a User shall result in immediate suspension of your access to the Console and Portal and Avalara's right to terminate this Agreement without issuing a refund of any kind to you.
- c. Access to Console and Portal. We will use commercially reasonable efforts to maintain the active status of the Console and Portal on the Internet, but we will not be liable for any loss, cost, damage or expense resulting from or relating to your loss or lack of access to the Console or Portal during times Avalara may be updating or maintaining the Services or during such time as the Console or Portal may be inaccessible for any reason or for no identifiable reason within or outside of Avalara's control. Further, Avalara will not provide you with hardware or software necessary to gain access to the Internet, Console or Portal. You are solely responsible for obtaining and maintaining any such hardware and software, for contracting with an Internet service provider ("ISP"), a telecommunications carrier or other service provider for services necessary to establish your connection or access to the Internet, Console or Portal. You are also solely responsible for all costs, charges and expenses associated with obtaining and maintaining such hardware and software and with connecting and gaining access to the Internet, Console or Portal.
- d. Implementation: Additional Professional Services. At your request, and upon payment of applicable implementation fees, we shall assign a technical support consultant to provide telephone and e-mail assistance to you with establishing the Account, implementation and web training on the Services. We will provide additional Professional Services to you for implementation services as requested and described in one or more SOW executed by both parties and attached to, and governed by, this Agreement. You shall pay us: (i) a consulting fee for such Professional Services at our then-current rates; and (ii) all Expenses incurred by us in connection with such Professional Services.

#### 5. LICENSE, RESTRICTIONS, AND OWNERSHIP

- a. License to the Services. Subject to the terms and conditions of this Agreement, upon your acceptance of this Agreement and full payment of all applicable fees due to us under this Agreement, we will grant to you and your Users for the Term of this Agreement a non-exclusive, non-transferable, non-sublicensable (except as expressly allowed in this Agreement), revocable (in accordance with this Agreement) limited right and license to access, use and display via the Console or Portal (as applicable), the Services purchased by you in accordance with the Sales Order. No other access to, or use of, the Services shall be made by you except as expressly granted hereunder without the prior written consent of Avalara. All rights not expressly granted herein with respect to the Services are reserved to Avalara. Nothing contained herein shall limit our right to license or otherwise distribute or make available the Services, in whole or in part, to any third-party. If you obtained the Service under a license or sub-license from one of our authorized re-sellers or distributors ("Avalara Distributor"), this Agreement shall not be exclusive of any other license you may have been granted, but the terms and conditions of this Agreement shall be enforced and have priority over any other license, contract or agreement you may have entered into in the event of any conflict in terms or rights. To the extent that an Avalara Distributor has granted rights to you not contained in this Agreement, your sole recourse in the event of any dispute shall be against such Avalara Distributor.
- b. Avalara's Intellectual Property and Ownership Rights. You acknowledge and agree that the Services and documentation accompanying them are the proprietary information of Avalara or its licensors protected under United States and international copyright and other laws protecting Intellectual Property. You further acknowledge and agree that Avalara shall retain and own all right, title and interest and all Intellectual Property rights in and to the Services and that nothing in this Agreement transfers or conveys to you any ownership right, title or interest in or to the Services or any license right with respect to the same not

expressly granted in this Agreement. You agree that you will not, either during or after the termination of this Agreement, contest or challenge the ownership of the Intellectual Property rights in and to the Services.

- c. Ownership of Your Customer Data and Tax Data. As between Avalara and you, you exclusively own all rights, title and interest in and to all Customer Data and Tax Data.
- d. Suggestions. We shall have a royalty-free, worldwide, transferable, sublicenseable, irrevocable, perpetual license to use or incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by you or your Users relating to the operation of the Services.
- e. Federal Government End Use Provisions. We provide the Services, including related software and technology, for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the Services include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not conveyed under these terms, it must negotiate with us to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract.

## 6. USE OF THE SERVICES

- a. Provision of Services. We shall make the Services purchased by you available to you pursuant to this Agreement and the Sales Order during a subscription term. You agree that your purchases of Services under this Agreement are neither contingent on the delivery of any future functionality or features dependent on any oral or written public comments made by us regarding future functionality or features.
- b. Our Responsibilities. In addition to other responsibilities set forth in this Agreement or any applicable Additional Terms of Use or SOW, we will: (i) provide you basic support for the Services at no additional charge and upgraded support if purchased by you separately; and (ii) use commercially reasonable efforts to make the Services available 24 hours a day, seven days a week, except for (A) planned downtime (of which we will give at least 8 hours notice through e-mail, the Console, Portal or Customer Center and which we will schedule to the extent practicable during the weekend hours from 6:00 p.m. Pacific time Friday to 3:00 a.m. Pacific time Monday) or (B) any unavailability caused by circumstances beyond our reasonable control, including, but not limited to, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving our employees) or failures or delays caused by your site infrastructure (including, but not limited to, your ISP).
- c. Your Responsibilities. In addition to other responsibilities set forth in this Agreement or any applicable Additional Terms of Use or SOW, you and your Users will: (i) comply with the terms and conditions of this Agreement; (ii) be solely responsible for the accuracy and completeness of your configuration and set-up of the Services; (iii) be solely responsible for the accuracy, quality, integrity and legality of your Customer Data and Tax Data; (iv) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and to promptly notify us of any such unauthorized access or use; (v) be solely responsible for the maintenance and use of your hardware, network, ISP and software; (vi) assign an authorized and qualified employee to accurately complete set-up forms, configure the Services, serve as your Administrator and make other tax management decisions necessary to effectuate the Services; and (vii) use the Services only in accordance with this Agreement, current user guides and specifications provided by us and applicable laws and regulations.
- d. Use by Your Affiliates. Subject to payment of all applicable fees due to us under this Agreement and other conditions set forth in this Agreement, you may: (i) use the Services for the processing of your Affiliate's business; or (ii) grant to one or more of your Affiliates a non-exclusive, non-transferable, non-sublicensable limited sublicense to use and access the Services solely to the same extent as granted to you in this Agreement. You shall notify us of your Affiliate using the Services at least 30 days prior to performing any of the foregoing subsections (i) and (ii). You shall also ensure that each of your Affiliates using any of the Services understands, has received a copy of, is bound by, and complies with, the terms and conditions of this Agreement. A copy of this Agreement is available in the Customer Center. You represent and warrant to Avalara that you are authorized to bind each of your Affiliates that use the Services under this Agreement. Though Avalara will solely invoice you for the Services used by you and your Affiliates, each of your Affiliates using the Services will be deemed to be "you" under this Agreement and will have the same rights, limitations, remedies and obligations as you have under this Agreement. You shall be jointly and severally responsible to us for any breach of the terms and conditions of this Agreement caused by the acts or omissions of any of your Affiliates that use the Services.
- e. Restrictions. Except as expressly permitted hereunder, the Services shall be used by you only for the processing of your own business, which will include servicing and maintaining records, and you shall not permit any third-party to use or access the Services. In addition, you will not and will not permit any of your Users or any other party to: (i) reverse assemble, reverse engineer, decompile or otherwise attempt to derive source code from the Services or any component thereof, except as specifically permitted by law for interoperability; (ii) modify, translate or prepare derivative works of the Services or any component thereof; (iii) copy or reproduce the Services or any component thereof, other than as expressly provided in this Agreement; (iv)

use the Services in any manner that infringes the Intellectual Property or other rights of Avalara, its Affiliates, licensors or another party; (v) distribute, re-distribute, sublicense (other than as expressly allowed in this Agreement), assign, share, sell, rent, lease, or grant a security interest in the Services; (vi) interfere or attempt to interfere in any manner with the functionality or proper working of the Services; (vii) publish the Services or any part of the Services for others to copy; (viii) use the Services for commercial hosting services; (ix) attempt to avoid or circumvent the security measures set up to protect the Services from unauthorized use; (x) make the Services available to anyone other than your Users; (xi) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortuous material or to store or transmit material in violation of third-party privacy rights; (xii) use the Services to store or transmit Malicious Code; (xiii) interfere with or disrupt the integrity or performance of the Services or third-party data contained therein; (xiv) attempt to gain unauthorized access to the Services or their related systems or networks; and (xv) access the Services to build a competitive product or service or to copy any features, functions or graphics of the Services.

- f. Our IP Address. You acknowledge that we have no obligation to provide you with our Internet Protocol ("IP") addresses. Upon your written request, we may in our sole discretion disclose our IP addressing to you and such IP addressing shall be deemed our Confidential Information (as defined in Section 16 below). You acknowledge and agree that you will use or otherwise rely upon our IP addressing at your own risk. We expressly reserve the right to alter our IP addressing at any time with no prior notification to you or any other party. Even if we provide you with our IP addressing, we shall not be liable to you or any other party in any way for your use of, or reliance upon, our IP addressing (including, but not limited to, losses or damages resulting from the failure of your firewalls or other security measures and your failure to update your systems as a result of changes to our IP addresses).

## 7. TERM

- a. "12PLUS" Service Term for First Year. This Agreement is effective as of the Contract Effective Date. However, so that you can configure the Services, finish implementation and complete training, the initial term ("Initial Term") of this Agreement will commence on the date determined as follows (unless otherwise agreed by the parties in the Sales Order), as the case may be, and will end 12 months thereafter: (i) if you license the Services without a SDK component, the Initial Term of this Agreement will commence one calendar month after the Contract Effective Date; or (ii) if you license the Services with a SDK component, the Initial Term of this Agreement will commence two calendar months after the Contract Effective Date.
- b. Renewals. Upon expiration of the Initial Term and any renewal term, this Agreement shall automatically renew for successive 12-month periods unless terminated by either party in accordance with this Agreement.
- c. Term if you Purchase Through an Authorized Distributor. This Section 7 does not apply to you if you ordered the Services through an Avalara Distributor and not us. In such instance, this Agreement between you and us shall be deemed effective as of the Contract Effective Date, but the Services provided to you will commence, expire, renew and terminate in accordance with the terms and conditions of your agreement with the Avalara Distributor ("Reseller Agreement"). Notwithstanding the foregoing, we reserve our suspension and termination rights under this Agreement and any provision to the contrary in the Reseller Agreement is hereby superseded by the terms and conditions of this Agreement.

## 8. TERMINATION

- a. Termination by you for Convenience. You may terminate this Agreement for no reason, at your convenience, by (i) providing us 60 days' advance written notice of termination in accordance with this Agreement, and (ii) closing the Account for any Service that Avalara provides an account closing mechanism. Except as provided in Section 12.b below, such termination shall be effective on the last day of the then-current Term and if you terminate this Agreement pursuant to this Section 8.a, you acknowledge and agree that you will not be entitled to a refund of any kind.
- b. Termination for Cause. A party may terminate this Agreement for cause: (a) upon 30 days prior written notice to the other party of a material breach if such breach remains uncured at the expiration of such 30-day period; or (b) subject to applicable law, upon the other party's liquidation, commencement of dissolution proceedings, disposal of its assets, failure to continue its business, assignment for the benefit of creditors, or if the other party becomes the subject of a voluntary or involuntary bankruptcy or similar proceeding.
- c. Termination or Suspension by Avalara Other than for Cause. We may (i) suspend your right to access any of the Services, or (ii) terminate this Agreement in its entirety (and, accordingly, cease providing all Services to you), for no reason, at our discretion at any time by providing you 60 days' advance notice in accordance with the notice provision set forth in this Agreement. Such termination shall be effective on the last day of the then-current Term.
- d. Termination or Suspension by Avalara for Cause. In addition to other termination rights set forth in this Agreement, upon notice to you in accordance with the notice provision set forth in this Agreement, we may immediately suspend your right to use any Service or may immediately terminate this Agreement in its entirety (and, accordingly, your right to use all Services), for cause, if: (i) you or any User attempts a denial of service attack on any of the Services; (ii) you or any User seeks to hack or break any security mechanism on any of the Services or we otherwise determine that your use or your User's use of the Services poses a security or service risk to us, to any user of services offered by us, to any third-party sellers on any of Avalara's websites (including, but not limited to, the Avalara Website), or to any of our or third-party seller's customers or may subject us or any third-

party to liability, damages or danger; (iii) you or your Users otherwise use the Services in a way that disrupts or threatens the Services; (iv) you are in default of any payment obligations under this Agreement or any SOW and fail to cure such default within 30 days after receipt of notice; (v) we determine, in our sole discretion, there is evidence of fraud with respect to your Account; (vi) you use any of our trademarks, trade name, logo or other marks other than as expressly permitted herein; (vii) we receive notice or we otherwise determine, in our sole discretion, that you or any of your Users may be using the Services for any illegal purpose or in a way that violates the law or violates, infringes, or misappropriates the rights (including, but not limited to, Intellectual Property rights) of any third-party; (viii) we determine, in our sole discretion, that our provision of any of the Services to you is prohibited by applicable law, or has become impractical or unfeasible for any legal or regulatory reason; or (ix) pursuant to other provisions in this Agreement or SOW that expressly permit us to immediately terminate this Agreement.

## 9. EFFECT OF SUSPENSION OR TERMINATION

- a. Suspension. Upon our suspension of your access or use of any Services, in whole or in part, for any reason: (i) fees will continue to accrue for any Services that are still in use by you, notwithstanding the suspension; (ii) you remain liable for all fees, charges and any other obligations you have incurred through the date of suspension with respect to the Services; and (iii) all of your rights with respect to the applicable Services shall be terminated during the period of suspension.
- b. Termination. Upon termination of this Agreement for any reason: (i) you remain liable for all fees, charges and any other obligations you have incurred through the date of termination with respect to the Services; (ii) all of your rights under this Agreement shall immediately terminate; and (iii) you shall immediately return, or if instructed by Avalara, destroy all Avalara Confidential Information in your possession.
- c. Refund or Payment upon Termination. Upon any termination for cause by you as provided in Section 8.b above, we will refund you any prepaid fees covering the remainder of the Term of all your Service subscriptions after the effective date of termination of this Agreement. Upon termination for cause by us as provided in Sections 8.b or 8.d above, you shall not be entitled to a refund of any prepaid fees and you shall pay any unpaid fees covering the remainder of the Term of all of your Service subscriptions after the effective date of termination of this Agreement. In no event shall any termination relieve you of the obligation to pay any fees and Expenses payable to us for the period prior to the effective date of termination of this Agreement.

## 10. DATA PRESERVATION IN THE EVENT OF SUSPENSION OR TERMINATION

- a. In the Event of Suspension Other Than for Cause. Except with respect to a for cause suspension under Section 8.d above, in the event of a suspension by us of your access to any Service for any reason, during the period of suspension: (i) we will not take any action to intentionally erase any of your data stored on the Services for the period of time required by applicable law or SST requirements (as applicable); and (ii) applicable Service data storage charges, if any, will continue to accrue.
- b. In the Event of Termination Other Than for Cause. Except with respect to a for cause termination under Sections 8.b or 8.d above, in the event of any termination of any Service or termination of this Agreement in its entirety: (i) we will not take any action to intentionally erase any of your data stored on the Services for the period of time required by applicable law or SST requirements (as applicable), and applicable Service data storage charges, if any, will continue to accrue; and (ii) your post-termination retrieval of data stored on the Services will be conditioned on your payment of Service data storage charges (if any) for the period following termination, payment in full of any other amounts due to us, and your compliance with terms and conditions we may establish with respect to such data retrieval.
- c. In the Event of Other Suspension or Termination. Except as provided in Sections 10.a and 10.b above and except as required by applicable law or SST requirements (as applicable), we shall have no obligation to continue to store your data during any period of suspension or termination or to permit you to retrieve the same.
- d. Post-Termination Assistance. Following the termination of your right to use or access the Services for any reason other than a for cause termination per Sections 8.b or 8.d above, you may take advantage of any post-termination assistance we may generally make available with respect to the Services, such as data retrieval arrangements. We may also endeavor to provide you unique post-suspension or post-termination assistance, but we shall be under no obligation to do so. Your right to take advantage of any such assistance, whether generally made available with respect to the Services or made available uniquely to you, shall be conditioned upon your acceptance of, and compliance with, any fees and terms we specify for such assistance.

## 11. SERVICE SUSPENSIONS AND SECURITY

- a. Service Suspensions. Except as otherwise agreed in this Agreement, in addition to our right to terminate or suspend Services under this Agreement, you acknowledge that: (i) your access to, and use of, the Services may be suspended for the duration of any unanticipated or unscheduled downtime or unavailability of any portion or all of the Services for any reason, including, but not limited to, as a result of power outages, system failures or other interruptions; (ii) we shall also be entitled, without any liability to you, to suspend access to any portion or all of the Services at any time, on a Service-wide basis: (A) for scheduled maintenance and updates to permit us to conduct maintenance or make modifications to any Service; (B) in the event of a denial of a service attack or other attack on the Services or other event that we determine, in our sole discretion, may create a risk to the applicable Service, to you or to any of our other customers if the Service were not suspended; or (C) in the event we determine that any Service is prohibited by law or we otherwise determine that it is necessary or prudent to do so for legal or regulatory reasons

(collectively, "Service Suspensions"). Without limitation to the disclaimers in this Agreement or any applicable Additional Terms of Use, we shall have no liability whatsoever for any damage, liabilities, losses (including, without limitation, any penalties, interest or loss of data or profits) or any other consequences that you may incur as a result of any Service Suspension. To the extent we are able, we will endeavor to provide you notice of any Service Suspension in accordance with the notice provisions in this Agreement and to post updates on the Avalara Website, Console, Portal or Customer Center regarding resumption of Services following any such suspension, but we shall have no liability for the manner in which we may do so or if we fail to do so.

- b. **Security.** We strive to keep your Customer Data and Tax Data secure, but cannot guarantee that we will be successful at doing so given the nature of the Internet. Accordingly, you acknowledge that you bear sole responsibility for the adequate security, protection and backup of your Customer Data and Tax Data. We strongly encourage you, where available and appropriate, to (i) use encryption technology to protect your Customer Data and Tax Data from unauthorized access, (ii) routinely archive your Customer Data and Tax Data, and (iii) keep your software that you use to run the Services current with the latest security patches or updates. We shall have no liability to you for any unauthorized access or use, corruption, deletion, destruction or loss of any Customer Data or Tax Data.

## 12. FEES; BILLING; PAYMENT

- a. **Fees.** All fees are quoted and payable in United States dollars. For Services provided during the Initial Term, the fees owed by you shall be as set forth in the Sales Order. We will invoice you for any excess Transactions or other overages in your particular Service subscription plan at the rate specified in the Sales Order or any amendments thereto. If no overage rate is specified in the Sales Order, you will be charged our then-current rate for such overages. Avalara will periodically invoice you for any Professional Services requested by you in accordance with a SOW executed between the parties. In addition, we will periodically invoice you for any Expenses actually incurred by us in connection with providing Services or Professional Services to you. **Unless otherwise agreed by the parties in writing, following the Initial Term, fees are subject to annual increases, which such increase shall be effective the first day of any renewal term. We will provide you a notice of a fee increase at least 30 calendar days prior to any effective increase.**
- b. **Refunds.** Notwithstanding anything to the contrary in this Agreement, during the Initial Term only, you may terminate a particular Service by providing 30 days' prior written notice to us. If we receive your written notice to terminate a particular Service within 60 calendar days after the Contract Effective Date, you will be entitled to a full refund of all applicable fees paid for such terminated Service. If we receive your written notice to terminate a particular Service 60 calendar days or more after the Contract Effective Date, you will not be entitled to any refund and you shall owe all fees for the balance of the Initial Term. Notices of termination described in this Section 12.b must be e-mailed to [cancellations@avalara.com](mailto:cancellations@avalara.com) or mailed to us to the attention of our Accounts Receivable department at our headquarters' address specified on the Avalara Website. Notwithstanding anything to the contrary in this Agreement, if you purchased the Services through an Avalara Distributor, then your right to terminate and to a refund per this Section 12.b does not apply to you.
- c. **Special Pricing Programs.** From time to time, we may offer discounted pricing for certain Services ("Special Pricing Program"). After a Special Pricing Program ends, normal charges will apply. In particular, any Special Pricing Program offered to you during the Initial Term applies to the Initial Term only, and shall not apply to any renewal term unless otherwise agreed by the parties in writing. You must comply with any additional terms, restrictions or limitations we impose in connection with the Special Pricing Program as described on the Customer Center, Console, Portal or Service-specific detail pages on the Avalara Website. You may not sign-up for multiple accounts with us in order to receive additional benefits under a Special Pricing Program. We may immediately terminate any account that we determine, in our sole discretion, is established or used to avoid the terms, restrictions, or limitations applicable to a Special Pricing Program.
- d. **Billing.** Except as otherwise expressly provided in this Agreement or a Sales Order, we bill and collect in advance for use of the Services. We currently use electronic and paper invoicing, credit card processing, wire transfers, and electronic withdrawal as methods of collection. We may change our billing methods and collection formats from time to time at our sole discretion upon 30 calendar days' prior notice to you. Upon your execution of the Sales Order, you will be invoiced the full amount of all fees associated with the Initial Term (including, but not limited to, annual subscription fees, implementation fees, support plan fees, and other fixed, pre-determined fees). For each renewal term, you will be invoiced in advance all fees (including, but not limited to, the annual subscription fees, support plan fees and other fixed, pre-determined fees).
- e. **Payment.** Except with respect to activation and implementation fees of any Service, which payment is due upon your receipt of invoice, all invoices for Services, Professional Services, Expenses and other amounts due by you under this Agreement are due and payable within 30 days of the date of invoice. All amounts payable by you under this Agreement or any SOW will be made without offset or counterclaim and without deduction or withholding. If any deduction or withholding is required by applicable law, you shall notify us and shall pay such additional amounts to us as necessary to ensure that the net amount that we receive, after such deduction and withholding, equals the amount we would have received if no such deduction or withholding has been required. You shall provide us with documentation that the withholding and deducted amounts have been paid to the relevant taxing authority. In addition to other remedies afforded to us under this Agreement, by law or in equity, any delinquent amount owing under this Agreement shall accrue interest after the payment is due until paid in full at the rate of 1.5% per month or the maximum amount permitted by law, whichever is less.

- f. Your Purchase Orders are Invalid. You hereby acknowledge that your order of Services or any Professional Services are governed by the terms and conditions of this Agreement, and that the terms and conditions contained in any purchase order supplied by you or any other party on your behalf to us are not effective, are null and void, and are superseded by the terms and conditions of this Agreement even if such purchase order is: (i) received by us; (ii) received by us and we provide Services or Professional Services to you; or (iii) signed by an Avalara employee.
- g. Taxes. The fees under this Agreement are exclusive of all taxes. You shall pay (and we shall have no liability for), any taxes, tariffs, duties and other charges or assessments imposed or levied by any government or governmental agency in connection with this Agreement, including, without limitation, any federal, provincial, state and local sales, use, goods and services, value-added and personal property taxes on any payments due in connection with the Services and Professional Services provided hereunder. In no event will you be obligated to pay any tax based on the income of Avalara or its personnel.

### 13. REPRESENTATIONS AND WARRANTIES

- a. Mutual Representations and Warranties. Each party represents and warrants to the other that: (i) it does not conduct business for any unlawful or illegitimate purposes (including, but not limited to, money laundering, purchase or sale of illegal goods or other action in violation of applicable laws); (ii) it has the legal authority to enter into this Agreement and that no consent of any person or entity who is not a party to this Agreement is necessary in order for this Agreement to be fully and completely binding on the parties and their permitted successors and assigns; and (iii) if applicable, it is the owner or authorized licensee of the marks and logos licensed to the other party under this Agreement.
- b. Avalara Representations and Warranties. Avalara represents and warrants to you that: (i) it will perform its obligations under this Agreement in a manner consistent with this Agreement, applicable and then-current user guides and documentation prepared by us, and industry standards; and (ii) to our actual knowledge as of the Contract Effective Date, we are the owner or authorized licensee of the Intellectual Property associated with the Services. For any breach of the foregoing warranties, your exclusive remedy shall be as provided in Section 8.b (Termination for Cause) and Section 9.c (Refund or Payment upon Termination).
- c. Your Representations and Warranties. You represent and warrant to us that: (i) the information you provide in connection with registration for the Services is accurate and complete; (ii) you have not falsely identified yourself nor provided any false information to gain access to and use of the Services and our Confidential Information; (iii) your billing information is correct; (iv) you are not on the United States Department of Treasury, Office of Foreign Asset Control's list of Specially Designated National and Blocked Persons and you are not otherwise a person to whom we are legally prohibited to provide the Services; and (v) you have assigned an authorized and qualified employee to accurately complete set-up forms, serve as your Administrator and make tax management decisions necessary to effectuate the purposes of this Agreement.
- d. Warranty Limitation. Except with respect to the express warranties provided in this Agreement, all other representations, warranties and conditions are void to the maximum extent permitted by applicable law, and we need not provide standard support services to the extent the breach of warranty or error being supported results from: (i) the Services or any portion thereof having been subject to any neglect, misuse, use of unauthorized software or media, tampering, or any event other than ordinary, authorized use; (ii) the Services or any portion thereof having been altered or changed in any way by or for you (other than by us); (iii) you do not comply with your responsibilities and obligations set forth in this Agreement or any SOW; or (iv) use of the Services in conjunction with third-party applications not provided or integrated by us, or with hardware that is incompatible with the operating system on which the Services are intended to operate, or changes to the hardware or operating system not authorized by us.

### 14. INDEMNIFICATION

You agree to defend Avalara, its Affiliates and their respective officers, directors, employees and agents (collectively, "Avalara Indemnified Parties") against any third-party claims, and indemnify and hold harmless the Avalara Indemnified Parties for any losses, expenses or costs (including, but not limited to, reasonable attorneys' fees) incurred by any of them as a result of such third-party claims that arise out of or are based upon: (a) content or data stored or transmitted by you through the Services; (b) any failure by you to perform or comply with any of your obligations under this Agreement or any SOW; (c) your breach of any of your representations, warranties and covenants under this Agreement or any SOW; or (d) your failure to comply with applicable laws or regulations.

### 15. PRIVACY, SECURITY AND DISCLOSURE POLICIES

Our privacy and security policies may be viewed on the Avalara Website. We reserve the right to modify our privacy and security policies in our reasonable discretion. We may occasionally need to notify all users of the Services (whether or not they opted out of some Service-related communications) of important announcements regarding the Services. If you use or access the Services, you agree that we may disclose the fact you are a customer of Avalara. Notwithstanding anything to the contrary in this Agreement, you consent to disclosure of information about you and your use of the Services when we reasonably believe such disclosure is required to: (a) comply with applicable laws, codes, rules and regulations; (b) render the Services; (c) enforce or apply this Agreement; (d) initiate, render, bill and collect for amounts due under this Agreement and the Sales Order; and (e) protect our rights or property, or to protect users of the Services from fraudulent, abusive, or unlawful use of, or subscription to the Services.



## 16. CONFIDENTIAL INFORMATION

- a. Definition of Confidential Information. Each party acknowledges that confidential information, including, but not limited to, trade secrets, technical, financial and business information (collectively, "Confidential Information") may be exchanged between the parties pursuant to this Agreement. Confidential Information does not include information that is: (i) already known by the receiving party without an obligation of confidentiality; (ii) publicly known or becomes publicly known through no unauthorized act of the receiving party; (iii) rightfully received from a third-party without any obligation of confidentiality to the disclosing party; (iv) independently developed by the receiving party without use of the Confidential Information of the disclosing party; (v) approved by the disclosing party for disclosure in this Agreement or other writing; or (vi) required to be disclosed pursuant to a subpoena, court order or requirement of a governmental agency or law so long as the receiving party provides the disclosing party with notice prior to any such disclosure and takes all reasonable steps to maintain the information in confidence.
- b. Protection of Confidential Information. Each party shall use no less than the same means it uses to protect its similar Confidential Information, but in any event not less than reasonable means, to prevent the disclosure and to protect the confidentiality of the Confidential Information of the other party. Each party agrees that it will not disclose or use the Confidential Information of the other party, except for the purposes of this Agreement and as authorized in this Agreement. You shall cause and require that all of your Users be bound by the confidentiality obligations under this Agreement and to safeguard and maintain our Confidential Information in strict confidence. While maintaining the confidentiality of your Confidential Information pursuant to this Agreement, you hereby permit us to use your Customer Data and Tax Data for aggregation and business intelligence purposes, including, but not limited to, for us to develop a new feature that will be beneficial to you.
- c. Protection of Your Customer Data and Tax Data. Without limiting the above, we will maintain appropriate administrative, physical and technical safeguards for the protection of the security, confidentiality and integrity of your Customer Data and Tax Data. We will not: (i) modify your Customer Data and Tax Data; and (ii) disclose your Customer Data and Tax Data to third parties, except as necessary to perform the Services, as required or compelled per Section 16.a.vi above or as expressly permitted by you by this Agreement or in writing.

## 17. PROMOTIONAL RIGHTS

As a material inducement to Avalara to enter into this Agreement, you agree to the following: (a) we may develop and issue a joint press release reasonably acceptable to all of the parties identifying Avalara as providing Services for you; and (b) we may list you as an Avalara customer on the Avalara Website and other marketing materials, and during the Term of this Agreement, you hereby grant to us the right and limited license to use your name and logo on the Avalara Website, in press releases and other marketing materials.

## 18. THIRD-PARTY PROVIDERS

- a. Acquisition of Third-Party Products and Services. We may offer Third-Party Applications for sale through the Avalara Website or otherwise. Any other acquisition by you of third-party products or services, including, but not limited to, Third-Party Applications and implementation, customization and other consulting services, and any exchange of data between you and any third-party provider, is solely between you and the applicable third-party provider. We do not warrant or support third-party products or services, whether or not they are designated by us as "certified" or otherwise.
- b. Third-Party Applications and Your Data. If you install or enable Third-Party Applications for use with any of the Services, you acknowledge that we may allow providers of those Third-Party Applications to access your Customer Data or Tax Data as required for the interoperation of such Third-Party Applications with the Services. We shall not be responsible for any disclosure, modification or deletion of your Customer Data or Tax Data resulting from any such access by Third-Party Application providers.

## 19. DISCLAIMERS; LIMITATIONS OF LIABILITY

- a. Your Acknowledgement. You acknowledge that we are dependent on you and third parties to effectively provide the Services and that there are factors outside of our control that affect the Services, including, but not limited to the following: (i) the risks inherent with the Internet; (ii) the proper operation, availability and function of your ISP, network, hardware, software (including, but not limited to, business or accounting software); (iii) your accurate completion of set-up forms, your correct configuration of the Services and your performance of all of your obligations under this Agreement or SOW; and (iv) state and local governmental agencies to timely update and provide tax rate information.
- b. Disclaimers. EXCEPT WHERE AN EXPRESS LIMITED WARRANTY IS PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW: (i) THE SERVICES, PROFESSIONAL SERVICES AND ALL INTELLECTUAL PROPERTY AND OTHER INFORMATION PROVIDED BY US, OUR AFFILIATES OR OUR LICENSORS IN CONNECTION THEREWITH (COLLECTIVELY, "SERVICE OFFERINGS") ARE PROVIDED "AS IS"; AND (ii); AVALARA, ITS AFFILIATES AND ITS LICENSORS HEREBY DISCLAIM ALL OTHER CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY FOR A PARTICULAR PURPOSE, MERCHANTABILITY, SATISFACTORY QUALITY, QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.
- c. Mutual Limitations of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW: (i) IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EITHER PARTY EXCEED THE FEE AMOUNTS ACTUALLY PAID BY YOU TO US UNDER THIS

AGREEMENT IN THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH A CLAIM; AND (ii) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER OR ANY OTHER PARTY FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF DATA, REVENUE, PROFITS, GOODWILL, USE OR OTHER LOSSES) ARISING OUT OF, OR RELATED TO, THE SERVICE OFFERINGS OR THIS AGREEMENT, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. 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.

## 20. NOTICES

- a. Notices to You. Except as otherwise set forth in this Agreement, notices made by us to you under this Agreement that affect our customers generally will be posted on the Avalara Website, Console, Portal or the Customer Center. Notices made by Avalara under this Agreement for you or your Account specifically (e.g., notice of breach or suspension) will be provided to you via first class mail or e-mail to the mailing or e-mail address provided to us during your registration for the Services or will be provided to any updated mailing or e-mail address you provide to us in accordance with standard account information update procedures we may provide from time to time. It is your responsibility to keep your mailing and e-mail address current with us and you will be deemed to have received any mail or e-mail sent to any such mailing or e-mail address upon three business days after we send the mail or upon Avalara sending the e-mail, whether or not you actually receive the mail or e-mail.
- b. Notices to Avalara. Except with respect to cancellation notices per Section 12.b above, all notices to be given to us under this Agreement will be in writing, will be delivered to our headquarters at the address specified on the Avalara Website, and will be deemed to have been duly delivered: (i) when received, if hand delivered; (ii) three business days after being sent by certified mail, postage prepaid and return receipt requested; (iii) when received, if sent by e-mail or fax (with confirmation of receipt) during a business day (Monday through Friday, except national federal holidays) during the hours of 9:00 a.m. to 5:00 p.m. Pacific time; or (iv) the next day, when sent by reliable, commercial overnight courier providing receipt of service. If notice is sent after 5:00 p.m. or during a weekend or national federal holiday, then such notice shall be deemed delivered the next business day during business hours.

## 21. GENERAL PROVISIONS

- a. No Professional Tax Opinions or Advice. You acknowledge and agree that we do not provide professional tax opinions or tax management advice specific to the facts and circumstances of your business. You are encouraged to conduct due diligence and seek the assistance of qualified tax counsel or accounting professionals on matters requiring professional advice.
- b. Export Compliance. Each party shall comply with the export laws and regulations of the United States and other applicable jurisdictions in providing and using the Services. Without limiting the foregoing, (i) each party represents that it is not named on any U.S. government list of persons or entities prohibited from receiving exports, and (ii) you shall not permit Users to access or use the Services in violation of any U.S. export embargo, prohibition or restriction.
- c. Injunctive Relief. You acknowledge that due to the nature of the Services and the inherent difficulty of adequately protecting the Intellectual Property and proprietary rights of Avalara in the Services and other Confidential Information disclosed by us, a breach of this Agreement will cause us irreparable harm for which money damages would be an inadequate remedy. Therefore, Avalara is entitled to seek injunctive relief to protect its rights under this Agreement, in addition to any remedies available under this Agreement, at law or in equity. You agree to assign to us your right to bring an action for violation of Intellectual Property or other proprietary rights against any third parties accessing the Services through you or your Users. You agree that no bond or security shall be required of us as a condition of obtaining any injunctive or other relief to enforce our rights under this Agreement, at law or in equity.
- d. Governing Law and Venue. This Agreement shall be governed by Washington state law and controlling United States federal law, without regard to the choice or conflicts of law provisions of such jurisdictions and any jurisdiction. The parties expressly exclude application of the United Nations Convention for the International Sale of Goods to this Agreement. Any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Services shall be subject to the exclusive jurisdiction of the state and federal courts located in Seattle, Washington USA, and each party waives any claim that a more convenient forum can be found.
- e. Legal Expenses. In any action arising out of this Agreement, the substantially prevailing party shall be entitled to an award of reasonable attorneys' fees plus reasonable legal expenses, including, without limitation, fees and costs incurred on appeal, expert witness fees, court costs, service and filing fees, collection costs and statutory costs. In the event of a default in payment hereunder, we may recover our costs of collection, including but not limited to, reasonable attorneys' fees.
- f. Successors and Assigns. Except as otherwise provided in this Section 21.f, no party may assign all or any part of its rights, or delegate all or any of its obligations, under this Agreement without the other party's prior written consent, which consent may not be unreasonably withheld. Our denial of any assignment or delegation of your rights or obligations under this Agreement to a competitor of Avalara shall not be deemed to be unreasonably withheld. Any attempt to assign this Agreement without such

consent will be null and void. Notwithstanding the foregoing, we may assign any of our rights or obligations without your prior written consent in the event of: (i) a merger, reorganization or consolidation; (ii) a sale or other transfer of all or substantially all of the assets of Avalara; or (iii) a transfer of more than 50% of the outstanding voting equity securities of Avalara in one transaction or a series of related transactions. Subject to the foregoing, this Agreement shall bind and inure to the benefit of each party's permitted successors and assigns.

- g. Force Majeure. We shall not be liable for any delay or failure in performance of our obligations under this Agreement to the extent such delay or failure is caused by fire, flood, strike, civil, governmental or military authority, act of terrorism or war, act of God, or other similar causes beyond our reasonable control and without the fault or negligence of Avalara.
- h. Severability. If any provision of this Agreement is determined to be invalid or unenforceable in any relevant jurisdiction, then to the fullest extent permitted by law: (i) it will be deemed modified to the extent necessary to make it enforceable in that jurisdiction and consistent with the original intent of the parties; (ii) the affected provision will remain in full force and effect; and (iii) all other provisions of this Agreement will remain in full force and effect.
- i. Survival. In addition to any other provision in which the parties expressly agree that such provision shall survive any expiration, non-renewal, suspension or termination of this Agreement, the following Sections shall survive any expiration, non-renewal, suspension or termination of this Agreement: 1, 2, 3, 4.b, 5, 6.d, 6.e, 6.f, 9, 10, 11, 12 (to the extent amounts remain due to us), 13, 14, 15, 16 and 18 through 21.
- j. Links. The Avalara Website, Customer Center or the Services may contain links to websites that are not under our control ("Third-Party Sites"). We are not responsible for the contents or functionality of any Third-Party Sites or any website that can be accessed via links on any Third-Party Site. We provide these links to you as a convenience and the inclusion of any such links does not constitute or imply our endorsement or validation of any Third-Party Site.
- k. Waiver; Cumulative Rights and Remedies. A party's failure, at any time, to require performance by the other party or to claim a breach of any provision of this Agreement will not be construed as a waiver of any right or remedy accruing hereunder, nor shall any waiver of any breach or obligation constitute a waiver of any subsequent breach or obligation. A waiver of any right accruing to either party pursuant to this Agreement will not be effective unless given in writing. The rights and remedies provided herein are cumulative and not exclusive of any other rights or remedies provided under this Agreement, by law, in equity or otherwise.
- l. Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, or fiduciary or employment relationship between the parties.
- m. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.
- n. Entire Agreement. This Agreement, the applicable Additional Terms of Use and the Sales Order constitute the entire agreement between the parties concerning the Services, and supersede all prior and contemporaneous agreements or communications. Representations, inducements, understandings, promises or agreements, written, oral or by another form of communication, between the parties, but not expressly stated in this Agreement, the Additional Terms of Use or the Sales Order, shall be of no force or effect. Notwithstanding the foregoing, if there are any terms in a Sales Order that conflict with the terms of this Agreement, then the terms of this Agreement shall govern and control. Except as provided in Section 3 above, no modification, amendment or waiver of any provision of this Agreement shall be effective unless in writing and either signed or accepted electronically by the party against whom the modification, amendment or waiver is to be asserted.