

Additional Terms of Use for Avalara – VAT Reporting (Third Party Service)

INTRODUCTION

Solution and Description

Avalara VAT Reporting solution provided alongside Unit4 Services for processing VAT returns.

Web link

[Avalara VAT Reporting Software Solution](#)

Additions to Standard Terms (Unit4 General Terms of Business)

For information, the Avalara Service Terms and Conditions (“**Avalara Terms**”) are found [here](#) and in the event of a conflict with the Unit4 General Terms of Business, the Avalara Terms take precedence. In particular, we would draw your attention to the following clauses:

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 IPRs of a third party; (2) results from Customer’s breach of its obligations under the Agreement; or (3) results from Customer’s violation of Law.

Privacy and Security.

- a. **Use of Customer Data.** Avalara may retain, use, and disclose Customer Data solely (i) to provide the Services; (ii) to provide customer support; and (iii) to comply with Law. Customer Data and Customer’s Confidential Information do not include Personal Data relating to an employee or other authorized Representative of Customer that is collected or received by Avalara in connection with the procurement or use of, or payment for, the Services (**for example, the names and email addresses of Customer’s account representatives and accounting personnel**). Avalara’s use of Personal Data of such an employee or other Representative is governed by the Avalara Privacy Policy available [here](#), which describes how to manage individual communication preferences. Each Party shall be responsible for informing its own directors, officers, employees, consultants, advisors, representatives or agents (“**Representatives**”) of the processing of their Personal Data as provided in the Agreement.
- b. **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 Data relating to Customer, Users, Customer’s clients or customers, or other information that could reasonably identify a natural person or Customer. Avalara will not re-identify and de-anonymize any Aggregate Data.
- c. **Protection of Customer Data, Personal Data, and Confidential Information.** Each Party is responsible for complying with Law, 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, destruction, modification, or disclosure of Customer Data, Confidential Information, or Personal Data. 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. Avalara shall implement processes and maintain procedures designed to comply with Law and shall facilitate Customer’s compliance with its obligations for data security and response to individual data subject requests with respect to Personal Data in Avalara’s possession or control, to the extent that Customer is required to comply with any existing or newly enacted Laws regarding privacy including, for example, the General Data Protection Regulation (GDPR) or the California Privacy Rights Act (CPRA); and any amendments and successors to the foregoing. The Agreement and the Documentation are Customer’s instructions for processing Customer Data, and Avalara shall not process Customer Data for any other purpose. Avalara shall use commercially reasonable measures to ensure that any Avalara subcontractors implement and comply with reasonable security measures in handling any Customer Data, Personal Data, or Customer’s Confidential Information.
- d. **Data Processing Agreement.** The Parties agree to comply with the Avalara Services Data Processing Agreement, which is incorporated by this reference and is found [here](#) (the “**DPA**”) along with all the relevant details of Avalara’s processing (Details of Processing, Security Measures and Subprocessors).
- e. **Notices.** Avalara shall notify Customer without undue delay in accordance with Laws of unauthorized access, use, or disclosure of any Customer Data or Customer’s Confidential Information under Avalara’s control. Avalara shall provide Customer with information regarding such incident as required by Law or as reasonably requested by Customer to enable Customer to comply with its obligations under Law. 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.

Customer Liability

Customer's liability to Avalara for:

- (i) indemnification provisions stated above;
- (ii) breach of the Privacy and Security clauses stated above;
- (iii) infringement or misappropriation of Avalara's IPRS; and
- (iv) breach of confidentiality,

will be unlimited.

Supplemental Terms for VAT Reporting

The following supplemental terms, found [here](#), apply.

Right to Enforce Terms

Avalara may directly enforce any of the agreed terms directly against the Customer or, in the event that this is not permitted by Law, Unit4 is permitted to enforce such terms on Avalara's behalf.