

Last Updated May 1, 2023

These Avalara Self-Serve Tariff Code Classification Product-Specific Supplemental Terms (“**Self-Serve Tariff Code Classification Terms**”) govern Customer’s purchase and use of the Avalara Self-Serve Tariff Code Classification Services described below. These Self-Serve Tariff Code Classification Terms are in addition to, and incorporate by reference, the Avalara Terms and Conditions available at <https://www.avalara.com/terms> (the “**Terms**”). Any capitalized terms used in these Self-Serve Tariff Code Classification Terms and not defined have the meanings given in the Terms.

1. **Definitions.** Unless otherwise defined in the Agreement, capitalized terms have the following meaning:
 - a. “**Avalara Self-Serve Tariff Code Classification**” means the Service for classifying Items to Harmonized Commodity Description and Coding System (HS) codes.
 - b. “**Item**” means an item or product that can be assigned a Harmonized Commodity Description and Coding System code or the import item classification code for a specific country (“**Item Code**”).
2. **The Services.**
 - a. **Customer Obligations.** Customer shall provide Avalara with (i) a sufficient natural-language description for each Item, and (ii) the data specified in the Documentation or otherwise requested by Avalara. Customer is solely responsible for the accuracy and completeness of all data provided by Customer. Customer shall transmit the Item data using the method designated by Avalara.
 - b. **Usage.** Usage will be calculated based on classification requests submitted to the Service that receive a response. Notwithstanding the foregoing, if the ratio between classification requests that do not receive a response and classification requests that do receive a response exceeds 250:1 during a given calendar month, Customer shall incur an additional fee equal to 10% of all classification requests made during such month at the overage rate specified in the Order Document.
3. **License.** Avalara grants a limited, nonexclusive, nontransferable, nonassignable, worldwide license to use and retain the Content that is returned by the Services to Customer solely for its internal compliance purposes in connection with the goods and services it sells.
4. **Deviations from the Terms.** For Services governed by these Self-Serve Tariff Code Classification Terms:
 - a. **Trial Period.** The trial period described in the Terms does not apply to Avalara Self-Serve Tariff Code Classification Service.
 - b. **Uptime Statistics.** Avalara may elect not to provide uptime statistics.