

Last updated May 1, 2023.

These Avalara Tax Category Classification Product-Specific Supplemental Terms (“**TCC Terms**”) govern Customer’s use of Avalara Tax Category Classification Services. These TCC 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 TCC Terms and not defined have the meanings given in the Terms.

1. **Definitions.**

- a. “**Customer Data**” has the meaning given in the Terms but does not include the Service Output.
- b. “**Item**” means (i) a Universal Product Code (UPC) or (ii) other unique product identifier that is preapproved in writing by Avalara.
- c. “**Managed Tax Category Classification**” (formerly known as AvaTax Mapping or Avalara Tax Code Mapping or Avalara Tax Categories) means the Service for mapping Items to Avalara AvaTax codes and other taxonomies, as applicable. If requested by Customer in writing, Avalara will deliver the Managed Tax Category Classification Service Output at the category level only and each category is deemed an Item.
- d. “**Service Output**” means the resulting output generated by a Service provided under these TCC Terms. The Service Output is delivered in the format specified herein for the applicable Service or, if not specified, in a .csv file or other commercially reasonable format.

2. **License.** Avalara grants and Customer accepts a limited, nonexclusive, nontransferable, non-assignable, 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.

3. **Services.**

a. **Customer Responsibilities.**

- i. For the Managed Tax Category Classification subscription Service (subscription Services were formerly known as “Ongoing Maintenance”), Customer’s Order Document will identify the frequency in which Customer is permitted to submit a file of Items, and Customer will submit only one file at that frequency (for example, if “monthly” is identified, Customer may submit only one file of Items per month and additional files will not be accepted). Any change to the frequency of Customer’s file submission must be preapproved in writing by Avalara in its sole discretion.
- ii. Customer shall provide Avalara with all requisite information to perform the Service and shall designate a single contact person to assist Avalara in identifying Items. Customer shall submit the Customer Data that Avalara requires in a .csv format or other format agreed to by the parties in writing. Each file Customer submits for review shall include: (A) for each Item, a name, UPC, or other product identifier and a detailed description; (B) the unit of measure associated with each Item’s size; (C) the department (including category and subcategory) associated with each Item; and (D) such other information or documentation as is requested by Avalara to perform the Service. Determinations that cannot be made by Avalara without further clarification from Customer will not be included in the Service Output unless Customer provides the requested information and/or documentation.

- iii. It is Customer's responsibility to upload the Managed Tax Category Classification Service Output to AvaTax, Customer's systems, or any Third-Party Applications (e.g., ERP, marketplace, ecommerce, etc.).
- iv. Customer shall not use the Services or the Service Output for the benefit of any third party. Customer shall not (i) reproduce, modify, create, or prepare derivative works of the Service Output; (ii) distribute, display, share, sell, rent, lease, or otherwise provide access to the Service Output; (iii) use the Services or the Service Output to operate any timesharing, service bureau, or similar business; or (iv) alter, destroy, or otherwise remove any proprietary notices within the Service Output.

b. **Avalara's Responsibilities.**

- i. **Services.** Avalara will provide the Service Output on a one-time, as-is basis only. Avalara does not update or reexamine previously submitted Items for any ingredient, category, or mapping changes unless requested by Customer (upon such request, Avalara will issue an Order Document for a one-time project, and additional fees apply).
 - ii. **Customer Support.** Avalara provides Customer support during regular Avalara business hours only.
4. **Fees.** Customer shall pay the fees based on Customer's subscription plan and usage of the Service specified in each Order Document.

5. **Deviations from the Terms.**

- a. **No Automatic Upgrade.** Customer's Managed Tax Category Classification subscription plan will not be automatically upgraded to the next highest subscription tier if Customer's usage exceeds its subscription plan.
6. **One-Time Managed Tax Category Classification Service.** Customers may purchase Managed Tax Category Classification on a project basis ("**One-Time Managed Tax Category Classification Service**") (formerly known as "Initial Review").

- a. **Customer Responsibilities.** In addition to Customer's obligations set forth in Section 2(a) (*Customer Responsibilities*), Customers who purchase One-Time Managed Tax Category Classification Service shall submit the Customer Data that Avalara requires to perform the Service no later than 30 days after the Effective Date.
- b. **Fees.** Customer shall pay (i) the set-up fee and (ii) the service fee set forth in the Order Document. Purchase of this Service is non-cancellable and nonrefundable.
- c. **Term.** The term for One-Time Managed Tax Category Classification Service commences on the Effective Date and ends when the Service Output is delivered and does not renew. If Customer purchases both One-Time Managed Tax Category Classification Service and Managed Tax Category Classification Service, the Services will run concurrently (for clarity, the One-Time Managed Tax Category Classification Service commences on the Effective Date and ends when the Service Output is delivered, and the Managed Tax Category Classification subscription commences on the Effective Date for a 12-month Initial Subscription Term).