

These Avalara Tax Content for Retail and Avalara Tax Content for Lodging Service-Specific Supplemental Terms (“**ATC Terms**”) govern Customer’s use of Avalara Tax Content for Retail (formerly known as "Avalara Content Generation for Point of Sale") and Avalara Tax Content for Lodging. These ATC 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 ATC Terms and not defined shall have the meaning given in the Terms.

1. **Customer Obligations.** Customer is responsible for configuring the Account in accordance with the Documentation, including, for example, frequency of updates, Customer’s Locations, and Customer’s products. "Location" means the physical location where Customer has one or more point-of-sale devices installed and configured to use Avalara Tax Content for Retail or Avalara Tax Content for Lodging (if applicable). Customer may send its offline tax calculations to the Account via batch API calls, as described in the Documentation (for Avalara Tax Content for Retail, not to exceed 75,000 API calls per Location in a Subscription Term).
2. **License.** Avalara grants Customer 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.
3. **Deviations from the Terms.**
 - a. **No Automatic Upgrade.** Customer's Avalara Tax Content for Retail subscription will not be automatically upgraded to the next highest subscription tier.