

Please note that these updated Service-Specific Supplemental Terms will apply to your Avalara Service upon any renewal, upgrade, or Service purchase made on or after January 1, 2025.

These Trade Compliance Service-Specific Supplemental Terms (these “**Trade Compliance Terms**”) govern Customer’s purchase and use of Avalara Trade Compliance. These Trade Compliance Terms are in addition to, and incorporate by reference, the Avalara Service Terms and Conditions located at www.avalara.com/terms (the “**Terms**”). Any capitalized terms used in these Trade Compliance 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 Trade Compliance**” means the service that facilitates the tariff code classification of physical goods under the harmonized commodity description and coding system and user interface that stores the tariff code classification results.
 - b. “**HS Code**” means the 6-digit Harmonized Commodity Description and Coding System code.
 - c. “**Item**” means an item or product related to one physical good that is entered or uploaded in Avalara Trade Compliance by Customer. Each such record will count as one Item. All such records will be considered Items, regardless of the number of HS Codes generated.
2. **The Service; Usage.** Usage will be calculated based on the intended number of Items recorded by Customer. The number of Items counted for purposes of calculating usage of the Avalara Trade Compliance Service will be the maximum number of Items stored at any point in time during each Subscription Term.
3. **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 Customer’s internal compliance purposes in connection with the Service for which it was provided.
4. **Customer Obligations.** Customer shall: (i) maintain Items and corresponding HS Codes, (ii) provide Avalara with a sufficient natural-language description for each Item, and (iii) provide Avalara with 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.
5. **Deviations from the Terms.**
 - a. **Status Updates.** Avalara does not provide status updates at status.avalara.com or an equivalent replacement site for Avalara Trade Compliance.