

**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.**

**1. Definitions.**

- a. "***Cross-Border Estimated***" means the Service that facilitates the calculation of customs duties.
- b. "***HS Code***" means the 6-digit Harmonized Commodity Description and Coding System code.

**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 (i) in connection with the specific API call for which it was provided or (ii) aggregated with other content to produce a tax return or similar filing for Customer.

**3. Customer Obligations.** Customer shall provide Avalara with a valid country-specific HS Code per line item to calculate customs duties. If Customer does not provide a valid HS Code for an item in an API call to Cross-Border Estimated, (i) Avalara will identify a set of probable HS codes for duty and import tax calculation using a Customer-configurable strategy (for example, minimum/maximum/median approach); or (ii) Customer shall provide a sufficient natural-language description for each item and the information specified in the Documentation or otherwise reasonably requested by Avalara to perform the Service. Avalara is not responsible for any variance between the estimated customs charges and the actual customs charges owed to an applicable government authority. The HS Code provided by Avalara is provided for informational purposes only and should not be referenced on customs filings. Customer may adjust the estimation pricing strategy in Customer's Account (for example, minimum/maximum/median approach).