

These Cross-Border Service-Specific Supplemental Terms (these “**Cross-Border Terms**”) govern Customer’s purchase and use of Automated Tariff Code Classification Essentials, Automated Tariff Code Classification Pro, Cross-Border Estimated, Cross-Border Tariff Content, Cross-Border Trade and Tariff Library, Managed Tariff Code Classification, and Self-Serve Tariff Code Classification. These Cross-Border 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 Cross-Border Terms and not defined have the meanings given in the Terms.

1. Definitions.

- a. “**Automated Tariff Code Classification**” means Automated Tariff Code Classification Essentials or Automated Tariff Code Classification Pro, each of which facilitates the tariff code classification of physical goods under the harmonized commodity description and coding system and assigns a tariff code for a single specified country based on the product description provided by Customer.
- b. “**Automated Tariff Code Classification Essentials**” means the Automated Tariff Code Classification service that uses pre-trained, generic models to facilitate the tariff code classification.
- c. “**Automated Tariff Code Classification Pro**” means the Automated Tariff Code Classification service that uses customer tailored models to facilitate the tariff code classification.
- d. “**Audit Log**” means the background and rationale for Managed Tariff Code Classifications, provided as a feature of Managed Tariff Code Classification Premium.
- e. “**Classification**” means the result returned by the Service, comprising an HS Code for an Item.
- f. “**Cross-Border Estimated**” means the Service that facilitates the calculation of customs duties.
- g. “**Cross-Border Tariff Content**” means the service that provides HS Code and National Tariff content for physical goods.
- h. “**Cross-Border Trade and Tariff Library**” means the service that uses HS Code and country of origin information supplied by Customer to provide National Tariff content for physical goods, where “country of origin” means the country in which the physical goods have been produced, manufactured, or substantially transformed.
- i. “**HS Code**” means a standardized numerical code assigned to traded products under the Harmonized System developed by the World Customs Organization (WCO), consisting of a six-digit base adopted internationally and extended by jurisdictions to meet local customs, tax, and reporting requirements.
- j. “**Item**” means a physical item or product that can be assigned a tariff code for a specific country.
- k. “**Managed Tariff Code Classification**” (formerly known as Item Classification) means the service that assigns an HS Code for a single specified country for an Item provided by Customer.
- l. “**National Tariff**” means the national tariff content for a specific country.
- m. “**Self-Serve Tariff Code Classification**” means the service that facilitates the tariff code classification of physical goods under the harmonized commodity description and coding system.

2. Customer Obligations.

- a. **Cross-Border Estimated.** 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).
- b. **Cross-Border Tariff Content; Cross-Border Trade and Tariff Library.** Customer shall 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.
- c. **Automated Tariff Code Classification; Managed Tariff Code Classification.** 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. With respect to Managed Tariff Code Classification only, if Customer provides insufficient information, Avalara may request and Customer shall provide supplemental information to complete the Service.

3. Usage.

- a. **Cross-Border Estimated; Cross-Border Tariff Content; Cross-Border Trade and Tariff Library.** Usage for the applicable Service is calculated by the number of API calls that Customer makes.
- b. **Automated Tariff Code Classification; Managed Tariff Code Classification.** Usage for the applicable Service is calculated by the number of Classifications provided to Customer.
- c. **Self-Service Tariff Code Classification.** Usage is calculated based on the number of Items submitted to the Service. 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.

4. **Disclaimer.** the importer of record is responsible for exercising reasonable care when importing merchandise into the United States, including when declaring data elements, such as classification, to US Customs and Border Protection, under U.S.C. § 19 USC 1484. The Services are purely for informational and business planning purposes. Customer shall consult a customs broker or a customs attorney regarding the appropriate data elements, including classification, to use when making entry of merchandise into the United States.

5. **One-Time Managed Tariff Code Classification Service.** Customers may purchase Managed Tariff Code Classification on a project basis ("**One-Time Managed Tariff Code Classification Service**"). For Customers who purchase One-Time Managed Tariff Code Classification Service, Customer shall pay (i) the set-up fee and (ii) the service fee set forth in the Order Document. The term for One-Time Managed Tariff Code Classification Service is 60 days from the Effective Date and does not renew. Purchase of this Service is non-cancellable and nonrefundable. If Customer purchases both One-Time Managed Tariff Code Classification Service and Managed Tariff Code Classification Service, the Services will not run concurrently; the One-Time Managed Tariff Code Classification Service will run first for the full 60-day period, and then the Managed Tariff Code Classification Service subscription will begin.

6. Deviations from the Terms.

- a. **Status Updates.** Avalara does not provide status updates at status.avalara.com or an equivalent replacement site for Avalara Cross-Border Tariff Content.