

Acoustic Lifecycle Pricing

Deal Management and Advanced Deal Management for Manufacturers

This Service Description describes the SaaS Product referred to as Deal Management and Advanced Deal Management for Manufacturers. The applicable Order provides pricing and additional details. Terms not defined in this Service Description have the meaning given elsewhere in the Agreement.

1. Overview

1.1 Offerings

Customer may select from the following available offerings:

1.1.1 Deal Management for Manufacturers

Deal Management for Manufacturers enables manufacturers and brokers to automate and streamline presentations, negotiations, invoicing and reconciliation of deals they send to participating retailers in a web-based environment.

1.1.2 Advanced Deal Management for Manufacturers

Advanced Deal Management for Manufacturers enables manufacturers and brokers to automate and streamline the entry, negotiation and reconciliation of trade promotions they send to participating retailers in a web-based environment. Advanced Deal Management for Manufacturers incorporates manufacturer specified product views, as well as deal archives which allow access and reporting across items, deals, invoices, and billing. Advanced Deal Management for Manufacturers incorporates additional capabilities to facilitate the deal process including deal replication, email alerts, extended visibility, fund tracking, and deal exports.

2. Service Levels

2.1 Service Level Agreement

The Customer will be provided with the following availability service level agreement (SLA). The highest applicable compensation will be applied based on the cumulative availability of the SaaS Product as shown in the table below. The availability percentage is calculated as the total number of minutes in a contracted month, minus the total number of minutes of Service Down in the contracted month, divided by the total number of minutes in the contracted month. The Service Down definition, the claim process, and how to contact regarding service availability issues are in the SaaS support overview at acoustic.com/acoustic-terms.

Availability	Credit (% of monthly subscription fee*)
Less than 99.9%	2%
Less than 99.0%	5%
Less than 95.0%	10%

* The subscription fee is the contracted price for the month which is subject to the claim.

3. Charges

3.1 Charge Metrics

The following Charge Metrics apply to this SaaS Product:

- Billion Revenue Conversion Unit or BRCU means a currency-independent measure of a Revenue (as defined below) amount relevant to the SaaS Product. Currency-specific Revenue amounts must be converted into RCUs in accordance with the table located at Conversion unit table acoustic.com/acoustic-terms. Each BRCU entitlement represents one billion (10 to the 9th power) RCUs. Sufficient BRCU entitlements must be obtained to cover the amount of Revenue.

- Million Revenue Conversion Unit or MRCU means a currency-independent measure of a Revenue amount relevant to the SaaS Product. Currency-specific Revenue amounts must be converted into RCUs in accordance with the table located at [Conversion unit table acoustic.com/acoustic-terms](https://www.acoustic.com/acoustic-terms). Each MRCU entitlement represents one million RCUs. Sufficient MRCU entitlements must be obtained to cover the amount of Revenue as defined below.

4. Additional Terms

4.1 Verification

Customer will (1) maintain, and provide upon request, records, and system tools output, as reasonably necessary for Acoustic and its independent auditor to verify Customer's compliance with the Agreement, and (2) promptly order and pay for required entitlements at Acoustic's then-current rates and for other charges and liabilities determined as a result of such verification, as Acoustic specifies in an invoice. These compliance verification obligations remain in effect during the term of the SaaS Product and for 2 years thereafter.

4.2 Hub and Spoke Programs

Customer acknowledges that Deal Management and Advanced Deal Management for Manufacturers are offered as part of a "Hub and Spoke" program for use by Customer solely with a specific retailer. This means that the participating retailer has granted to Acoustic a limited, non-exclusive license to use that retailer's data as required to provide Deal Management and Advanced Deal Management for Manufacturers to its CP trading partners. Use of Deal Management for Manufacturers, Advanced Deal Management for Manufacturers, or the participating retailer's sales and product data for any other purpose is not permitted. In the case of Brokers, usage is further restricted for use with specific named Brokered CP Companies.

4.3 Definitions

The following terms shall have the meanings set forth below:

- **Broker** means a Customer that represents one or more CP Companies as its sales agent handling headquarter and/or retail coverage. A Broker is authorized to access the SaaS Product with a specific Included Retailer, for specific Product Categories, and only on behalf of specific named Brokered CP Companies.
- **Brokered CP Company** means a CP Company that engages a Broker to handle its representation to retailers in connection with planning promotions, submitting offers and other transactions.
- **Consumer Products or CP** means any article or component thereof produced or distributed for direct sale to a consumer. By way of example, "Consumer Products" include apparel and footwear, food and beverage, home and personal care, consumer durables & home appliances, consumer non-durables, specialty, and pet care, but do not include automobiles, airplanes, financial instruments, services or houses.
- **CP Company** means a Customer who produces Consumer Products.
- **Included Business** means the division, business unit or channel (for example, physical stores versus on-line ecommerce) in connection with which Customer subscribes to use the SaaS Product.
- **Included Geography** means the geography in which Customer subscribes to use the SaaS Product.
- **Included Retailer** means the Retailer or Retailers with which the CP Company subscribes to use the relevant SaaS Product.
- **Product Categories** means grouping of products (also known as items or Stock Keeping Units (SKUs)) that meet a similar consumer need or that are inter-related or substitutable. Products placed together in the same category should be logistically manageable in store. The final determination of what constitutes a "Product Category" shall be subject to reasonable discretion.
- **Retailer** means a Customer engaged in the sale of Consumer Products in small or individual lots for direct consumption by the consumer.
- **Revenue** means defined as Total Sales of the Included Business in the Included Geography.
- **Total Sales** means gross sales excluding applicable sales tax, of the legal entity subscribing to the SaaS Product that are derived from the sale of products sold by the Included Business based on the

last reported full twelve-month period prior to the initial term or renewal of the term. The Total Sales may be recalculated if there is non-organic business growth to the Included Business as a result of a merger or acquisition. Customer will promptly notify of mergers or acquisitions that affect Total Sales of the Included Business.