

Service Description

DemandTec Total Lifecycle Pricing

This Service Description describes the SaaS Product referred to as DemandTec Total Lifecycle Pricing. The applicable Order provides pricing and additional details. Terms not defined in this Service Description have meanings given elsewhere in the Agreement.

1. Overview

1.1 DemandTec Total Lifecycle Pricing

Customer may select from the following available offerings of DemandTec Total Lifecycle Pricing:

1.2 Retail SaaS Offerings

1.2.1 Pricing

a. Price Management

Price Management enables the Customer to implement pricing strategies by determining prices for a given item and maintaining all prices over time through the enforcement of pricing rules. Customers can use Price Management to set up scenarios, customize pricing rules, have the system rules price merchandise and react to data changes, such as vendor costs and competitor prices.

b. Price Optimization

Price Optimization further enhances Price Management by enabling the Customer to create and run simulation and optimization scenarios in which the Customer defines strategic objectives, such as increased revenues, profits, and sales volume, and optimizes prices to best achieve these objectives.

1.2.2 Dynamic Pricing

a. Dynamic Price Management

Dynamic Price Management enables the Customer to automate pricing execution using a rules-based engine tailored to internal business strategies. Customers can define pricing logic based on product hierarchy, supply chain changes, competitor actions, or time-based triggers. Price updates are executed across channels, including electronic shelf labels, in real time. Dynamic Price Management ensures consistent pricing with guardrails to protect brand and margin. The solution also provides visibility into rule governance, with full traceability and audit controls.

b. Dynamic Price Optimization

Dynamic Price Optimization enables the Customer to generate intelligent pricing recommendations using AI and machine learning. The Customer gets all the benefits of rules-based pricing, plus continuous, data-driven optimization that adapts to shopper behavior, demand elasticity, and competitor pricing. Prices are updated automatically across channels, including electronic shelf labels, with safeguards in place for price perception and profitability. Dynamic Price Optimization also includes forecasting and simulation tools to assess business impact before execution.

1.2.3 Markdown Optimization

Markdown Optimization enables the Customer to plan and optimize pricing, profit, and inventory levels for items leaving the assortment. Markdown Optimization supports a wide range of markdown types, including seasonal, short product lifecycle, event and holiday, category reset, cycle refresh, and standard discount markdowns. Customers can also create, forecast, compare, and evaluate multiple markdown pricing scenarios to fine-tune their markdown strategy.

1.2.4 Promotions

a. Promotion Planning

Promotion Planning provides the Customer a collaborative, web-based interface for setting up and managing item- and group-level promotions, including pricing mechanics, depth, valid dates, locations, performance details, and omni-channel marketing. Promotion Planning enables Customers to establish a single repository of promotional price discounts while improving visibility, accountability, reduction of errors and streamlining execution.

b. Promotion Optimization

Promotion Optimization further enhances Promotion Planning by helping the Customer to determine the optimal promotions that will accomplish its merchandising and marketing objectives. Customers may use Promotion Optimization to evaluate and forecast incoming vendor offers as well as to plan private label and other promotions. Promotion Optimization assists Customers in determining the optimal discounted price for any item or promoted item group, the temporary price reduction mechanic (such as “buy one get one”, percent off, and multiples) and the use of merchandising support (such as ads and displays, as well as specific placement within an ad) to maximize the incremental lift and total store impact of promotions.

c. Promotion Execution

Promotion Execution further enhances Promotion Planning by enabling the Customer to orchestrate their promotional campaigns seamlessly by centralizing critical promotional materials such as marketing copy, visual assets, special offers, and event information within one easily accessible platform. By offering templates that adhere to the Customer's standards through a user-friendly interface, the solution simplifies the workflow for creating and disseminating promotional assets across various channels including, but not limited to, ads, flyers, mobile, email, and in-store displays. The Online Proofing solution further simplifies the review, collection of comments, change requests and distribution with a comprehensive audit trail. This consolidation of features saves time and reduces costs associated with planning and executing marketing campaigns.

1.2.5 Collaboration

a. Collaboration Offer Center

Collaboration Offer Center enables the Customer to negotiate directly with the Vendors to facilitate an electronic contractual agreement on future trade funds to support long term everyday low pricing (EDLP), consumer promotions, and omni-channel marketing. This improves the Customer's ability to maximize trade fund support and streamline the process, reducing manual errors by providing a single electronic source of information.

b. Collaboration Cost Change Planning

Collaboration Cost Change Planning enables the Customer to negotiate and plan on consumer product goods that will affect future permanent and temporary price changes, as well as pre-negotiated trade fund spending. Empowered with this information, the Customer can more accurately forecast their future revenue and margins.

c. Collaboration Billing Center

Collaboration Billing Center enables the Customer to reduce processing cycle time, account receivable turnover ratio and manual errors through automated generation and secure distribution of PDF invoices to Vendors.

1.2.6 Total Lifecycle Pricing Preview Instance

Total Lifecycle Pricing Preview allows the Customer to preview upcoming releases to help it prepare for new or updated capabilities. Preview Instances are available for all offerings.

1.3 Vendor SaaS Offerings

1.3.1 Basic Collaboration for Vendors

Basic Collaboration for Vendors enables Vendors to automate and streamline entry, negotiations, and reconciliation of offers and trade promotions they send to participating retailers in a web-based environment.

1.3.2 Advanced Collaboration for Vendors

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

1.3.3 Collaboration Deal Data Sync (DDS)

Collaboration Deal Data Sync provides Vendors with seamless access to critical trade fund contract data directly from Collaboration Offer Center. This service facilitates the integration of data with Vendor's in-house reporting systems, enabling improved tracking of retail commitments. By streamlining data transfer

and reducing the need for manual entry, Deal Data Sync supports faster reconciliation processes and enhances the accuracy of Vendor's trade spend management, helping Vendors maintain transparency and minimize errors.

1.3.4 Collaboration API Connect

Collaboration API Connect provides Vendors with a fully automated solution to create, maintain, negotiate, and finalize offers directly with Collaboration Offer Center from Vendor's in-house system. This real-time, bi-directional communication eliminates manual processes, automating data mapping, integration, and updates across multiple systems. By keeping users in the systems with which they are familiar while leveraging Collaboration Offer Center to collaborate with multiple retailers, the API library enhances efficiency, reduces errors, and simplifies contract retrieval to a single click. The number of Offers per annum is limited by the package(s) purchased by Customer. DemandTec reserves the right to throttle or limit usage of API Connect to maintain stability in the solution if the number of Offers created in any given month exceeds the average monthly number of Offers in the package(s) purchased.

1.4 Platform Enablement Services

Platform Enablement Services provides account and data management services for the following SaaS Products:

- Price Management
- Price Optimization
- Dynamic Pricing
- Promotion Planning
- Promotion Optimization
- Promotion Execution
- Markdown Optimization
- Collaboration Offer Center

Platform Enablement Services are available at 4 levels. The Customer must purchase the appropriate level against the Customer's Revenue as measured by Revenue Conversion Units (RCU). For the purposes of the Platform Enablement Services, Revenue means the Total Sales of the included Business.

A RCU is a currency-independent measure of Revenue relevant to the SaaS Product. Currency-specific Revenue amounts must be converted into RCUs in accordance with the RCU Conversion Method document located at <https://demandtec.com/contract-terms>. The RCUs calculated must cover the amount of Revenue processed or managed by the SaaS Product during the measurement period.

- Level 1 = up to 3 RCU
- Level 2 = up to 8 RCU
- Level 3 = up to 15 RCU
- Level 4 = above 15 RCU

Support for the DemandTec solutions is described in greater detail in the Support Handbook (found at <https://www.acoustic.com/acoustic-terms>). Premium Support is available as an add-on service and may be required in situations where the Customer's needs exceed the scope of standard support or allowable Platform Enablement Services values included in sections 1.2.1, 1.2.2, or 1.2.3 below.

1.4.1 Platform Enablement Services for Price Management, Promotion Planning, and Promotion Execution

DemandTec will:

- a. Work with Customer to obtain all required data fields as outlined in the relevant Import Data Specification Document for the applicable SaaS Product offering (for the purposes of this Service Description, "Customer Data").
- b. Receive, load, and provide ongoing monitoring of Customer Data on a weekly or daily cadence and maintain the data translation interfaces (inbound and outbound) using standard tools. Additional fees may be required if the Customer modifies the format of Customer Data following initial implementation, requests transmission of files back to Customer in a different format, or requests that DemandTec modify data maps and automation scripts to take advantage of new data.
- c. Provide standard on-going account management services, which ensure the Customer is

supported after the implementation team rolls off. This account management service will be provided remotely and will not exceed 1 hour per week per Level.

1.4.2 Platform Enablement Services for Price Optimization, Promotion Optimization, and Markdown Optimization

DemandTec will:

- a. Work with Customer to obtain all required Customer Data to support Optimization Science.
- b. Receive, load, and provide ongoing monitoring of Customer Data on a weekly or daily cadence and maintain the data translation interfaces (inbound and outbound) using standard tools. Additional fees may be required if Customer modifies the format of Customer Data following initial implementation, requests transmission of files back to Customer in a different format, or requests that DemandTec modify data maps and automation scripts to take advantage of new data.
- c. Perform its standard data validation for modeled product categories. Data validation consists of automated jobs running and checking Customer Data for potential errors and anomalies.
- d. Provide its standard econometric modeling services for each product category in accordance with the mutually established Project Plan. Services include the creation of modeling coefficients, assessing model quality, and troubleshooting models, as needed. This includes initial modeling for each included product category and ongoing remodels on a reasonable cadence (at the rate of up to 2 models per week) based on the dynamics of the category as reasonably assessed by DemandTec. In the case of a data restatement by Customer, DemandTec will work with Customer to determine whether a reload of the restated historical data and a remodel of the affected product categories is warranted, which may require additional fees to be agreed upon at that time. Additional fees may be required if the Customer exceeds 2 models per year per category.
- e. Provide standard ongoing account management services, which ensure the Customer is supported after the implementation team rolls off. This account management service will be provided remotely and will not exceed 1.5 hours per week per Level.

1.4.3 Collaboration Offer Center, Collaboration Cost Change Planning, Collaboration Invoice Billing

DemandTec will:

- a. Work with Customer to obtain all required Customer Data to support the Collaboration Offer Center.
- b. Receive, load, and provide ongoing monitoring of Customer Data on a weekly or daily cadence and maintain the data translation interfaces (inbound and outbound) using standard tools. Additional fees may be required if Customer modifies the format of Customer Data following initial implementation, requests transmission of files back to Customer in a different format, or requests that DemandTec modify data maps and automation scripts to take advantage of new data.
- c. Provide standard ongoing account management services, which ensure Customer is supported after the implementation team rolls off. This account management service will be provided remotely and will not exceed 1.5 hours per week per Level.

1.5 Set Up Acceleration Services

1.5.1 Total Lifecycle Pricing Set Up

This service provides for the initial provisioning and configuration of the SaaS Product.

1.5.2 Total Lifecycle Pricing Additional Instance Set Up Charges

This service provides for the provisioning and configuration of each additional SaaS Product ordered.

1.5.3 Total Lifecycle Pricing Preview Instance Set Up Charges

This service provides for the provisioning and configuration of Total Lifecycle Pricing Preview.

1.5.4 Total Lifecycle Collaboration API Connect Set Up Charges

This service provides for the provisioning and configuration of Total Lifecycle Collaboration API Connect.

1.6 Premium Support

Premium Support provides ongoing enhanced support for Customer on all licensed DemandTec products (Collaboration, Pricing, Promotion, Markdown). A dedicated Technical Account Manager (TAM) will oversee

Customer's account to ensure problem resolution is expedited on support issues. Customer also receives priority support with enhanced response times to support requests; this also applies to ten (10) named Vendors. Customers will also receive weekly support checks with the Technical Account Manager and proactive event readiness to minimize risk during key events.

2. Service Levels

2.1 Service Level Agreement

The Customer is 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

<https://demandtec.com/contract-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 (other than Collaboration for Vendors)

The following Charge Metrics apply to this SaaS Product:

- Engagement consists of professional and/or training services related to the SaaS Product.
- The quantity of the SaaS Product purchased is measured in terms of Revenue Under Management (RUM) which is then converted to Revenue Conversion Units. Revenue Conversion Unit (RCU) 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 RCU Conversion Method document located at <https://demandtec.com/contract-terms/>.

The definition/scope of Revenue differs by the SaaS Product offering as outlined below:

SaaS Product	Revenue Definition
Price Management Dynamic Pricing Collaboration Offer Center Collaboration Cost Change Planning Collaboration Invoice Center	Revenue is Total Sales of the Included Business that the Customer intends to use with the SaaS Product (a subscription could be limited to specific product categories of the Included Business).
Price Optimization	Revenue is the Total Sales that the Customer intends to optimize (a subscription could be limited to a portion of the Included Business).
Promotion Optimization Promotion Planning Promotion Execution	Revenue is the Total Sales of the Included Business generated by sales of Promoted Items. For purposes of this SaaS Product, Promoted Items are products that are temporarily featured and/or discounted or sold on any form of promotion, including, without limitation, a temporary price reduction (TPR), mentioned in an advertisement or circular, displayed in a secondary location of physical stores or on the main page of a website and coupons. Promoted Items do not include Markdown Items.

Markdown Optimization	Revenue is the Total Sales of the Included Business generated by sales of Markdown Items. For this SaaS Product, Markdown Items are products sold at a permanent price reduction, generally aimed at clearing out excess supply, including clearance sales.
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3.2 Charge Metrics – Collaboration for Vendors

- An individual access for Collaboration for Vendors (Basic or Advanced) and Deal Data Sync is purchased for each of the Retailers for which a Customer is entitled to submit Offers.
- Any new Offer created in Collaboration API Connect is counted towards Customer's annual entitlement (an "Interaction" for the purposes of Data Smoothing).

4. Additional Terms

4.1 Definitions

The following terms shall have the meanings set forth below:

- **Broker** means a Customer that represents one or more Brokered CPG Manufacturers as its sales agent handling headquarters 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 CPG Manufacturers.
- **Brokered CPG Manufacturer** means a CPG Manufacturer that engages a Broker to handle its representation to retailers in planning promotions, submitting offers and other transactions.
- **Consumer Packaged Goods or CPG** means any article or component thereof produced or distributed for direct sale to a consumer. By way of example, "Consumer Packaged Goods" include apparel and footwear, food and beverage, home and personal care, consumer durables and home appliances, consumer non-durables, specialty, and pet care, but do not include automobiles, airplanes, financial instruments, services or houses.
- **CPG Manufacturer** means a company engaged in producing or distributing Consumer Product Goods.
- **Included Business** means the division, business unit, or channel (for example, physical stores versus online e-commerce) in connection with which the Customer subscribes to use the SaaS Product.
- **Included Geography** means the geography in which Customer subscribes to the SaaS Product.
- **Included Retailer** means the Retailer or Retailers with which the Vendor subscribes to use the relevant SaaS Product.
- **Offer** means an allowance offered by the Vendor to the Retailer for a specific CPG product or product line at specific Retailer locations for a specific duration.
- **Product Categories** means grouping of products - also known as items or Stock Keeping Units (SKUs) - that meet a similar consumer need or are interrelated 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 DemandTec's reasonable discretion.
- **Retailer** means any Customer engaged in the sale of CPGs in small or individual lots for direct consumption by the consumer.
- **Revenue** means 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 is 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 due to a merger or acquisition. Customer will promptly notify of mergers or acquisitions that affect Total Sales of the Included Business.
- **Vendors** means any Customer that is either a Broker or CPG Manufacturer. Only Vendors may purchase Basic and Advanced Collaboration for Vendors.

4.2 Customer Responsibilities for Platform Enablement Services

Customer is responsible for providing the following:

- a. Direct access to resources as necessary to complete assigned Platform Enablement Services activities.
- b. Appropriate level and number of Customer resources to work on the project, including:
 - IT programmer(s) to work with the data integration team to create and maintain the appropriate data interfaces.
 - Representatives from the Customer to ensure application requirements are properly translated into the contents of the data extracts.
 - Strong project team for performing the following technical and business process work required:
 - Relevant data mapping documentation,
 - Transmission of Customer Data in accordance with mutually agreed timelines,
 - Customer Data that matches the format as specified in the current Import Data Specification Document,
 - Resources to address any issues in a timely manner,
 - Customer support to ensure the information provided is correct.

Customer acknowledges that the Customer's failure to perform the above obligations may affect DemandTec's ability to provide the Platform Enablement Services. If Platform Enablement Services are delayed or if DemandTec's cost of providing Platform Enablement Services is increased as a result of the Customer's failure to perform the above tasks or because of any other circumstances outside of DemandTec's control, the Customer may be required to pay additional fees to DemandTec. Additional fees and billing terms for such services will be ordered separately and specified in a Statement of Work.

4.3 Verification

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

4.4 Hub and Spoke Program

Customer acknowledges that DemandTec Collaboration SaaS Products are offered as part of a "Hub and Spoke" program for use by the Customer solely with a specific retailer. This means that the participating retailer has granted rights to DemandTec for a limited, non-exclusive license to use their data to provide these SaaS Products to Customer's Vendors. Use of the DemandTec SaaS Products or their data for any other purpose is not permitted. Sharing or resale of the data from the DemandTec SaaS Products is prohibited. In the case of Brokers, usage is further restricted for use with specific named Brokered CPG Companies.

4.5 Data and Minimum Equipment Requirements

In order to use the SaaS Products, the Customer will have to provide DemandTec with the product, financial, and other data described (all "Customer Data") in the Import Data Specification Document in effect on the date on which the data is provided. A copy of the current Import Data Specification Document will be provided electronically and is subject to modification by DemandTec at its sole discretion. Further, each SaaS Product has minimum equipment requirements to access the service, described in the solution Online Help and can be made available upon request.

4.6 Use of Customer Data by Retailer's Vendors

If Customer subscribed to Collaboration Offer Center during the subscription period, the Customer authorizes DemandTec to use its Customer Data to provide SaaS Products to Customer's Vendors who have also subscribed to a SaaS Product and are granted access to Customer Data.

4.7 Preview Instance Limitation

If the SaaS Product environment is designated as "Preview" or "Staging", the SaaS Product can be used

by Customer only for internal non-production or preview activities, including testing, performance tuning, fault diagnosis, internal benchmarking, staging, quality assurance activity and/or developing internally used additions or extensions to the SaaS Product using published application programming interfaces (APIs). Customer is not authorized to use any part of the SaaS Product for any other purpose without acquiring the appropriate production entitlements.

4.8 Overage

If actual usage of DemandTec products during the measurement period exceeds the entitlement specified in the Order, Customer will be charged in arrears for the overage as specified in the Order. Such overage charges are due in addition to the base monthly entitlement charge.

4.9 Data Smoothing Charges

For select DemandTec SaaS Products, if the subscription period is greater than 12 months, the aggregate total number of entitlements will be based on 12 monthly measuring periods. The aggregate total will reset to zero after the 12th monthly measuring period. Overage charges for the next 12 monthly measuring periods will not be due until the actual interaction usage exceeds the total number of entitled interactions in aggregate for such 12 monthly measurement periods.

In the event Customer is leveraging ramp periods, each period is treated in the same manner as the subscription period and the same principles apply.

If a subscription period is less than 12 months or less than 12 monthly periods remain in a subscription period, the number of monthly entitlements remaining in a subscription will be used for the total number of entitled interactions in aggregate.

a. Example 1:

Customer has a 12-month subscription period and has acquired 12,000 Offers per annum under the Collaboration API Connect entitlement. If Customer creates more than 12,000 Offers before the end of the 12-month subscription period, Customer will be invoiced the following month for the quantity in excess and all usage in the coming months will be billed in arrears till the end of the subscription period.

b. Example 2:

Customer has a 3-year subscription period and has acquired 12,000 Offers per annum under the Collaboration API Connect entitlement. If Customer creates more than 12,000 Offers before the end of the first 12 months period, Customer will be invoiced the following month for the quantity in excess and all usage until the end of the 12-month period. At the end of each 12-month period, the usage count will reset. If Customer creates more than 12,000 Offers before the end of the next 12-month period, Customer will be invoiced the following month for the quantity in excess and all usage in the coming months will be billed in arrears until either the usage count is reset or the end of the remaining subscription period.