# CHANNEL DATA MANAGEMENT TERMS AND CONDITIONS

## 1. CERTAIN DEFINITIONS

**1.1** "*Business Entity Data*" means an End Customer's business entity name and address disassociated from all reference to Customer, Customer's products and commercial data.

**1.2** "*Channel Data Management Terms*" means the terms and conditions set forth in this Exhibit (Channel Data Management Terms and Conditions).

**1.3** "*Customer Data*" means any data, information, or material that Customer, its Partners, affiliates or end users upload or enter into to the Service in the course of using the Service, including any data Customer purchases from third parties.

**1.4** "*End Customer"* means the direct customer of Customer's Partners (excluding any ultimate individual consumer).

**1.5** *"Partner"* means a single reporting feed of a Customer representative, agent, reseller, distributor or integrator. Each Partner must provide Customer Data via one consistent format. A Partner will be counted as an active reporting partner up to 90 days following last partner file submission, after which the Partner will no longer be counted toward the Partner Baseline.

**1.6** "*POS"* means a point of sales.

Capitalized terms used, but not defined, in these Channel Data Management Terms are used with the meanings ascribed to such capitalized terms in the Agreement.

## 2. GENERAL

**2.1 Applicability.** These Channel Data Management Terms are applicable solely with respect to the Model N Channel Data Management Service.

**2.2 Transactions.** The Annual Subscription Fee includes the Channel Data Management Service for up to the number of POS and inventory transactions listed under the Transaction Baseline column of the Product Chart per twelve-month period ("*Transaction Baseline*"). If annual transactions exceed the Transaction Baseline, Model N will adjust the Annual Subscription Fee in accordance with the then-current list price or as agreed upon in the applicable order. Inclusive in the transaction count is when a line item or record is deleted at Customer's direction and a replacement is processed, unless Model N determines that deleting and reloading that transaction line will result in better data integrity

**2.3 Partner Baseline.** The Annual Subscription Fee includes the Channel Data Management Service for up to the number of Customer Partners listed under the Partner Baseline column of the Product Chart ("*Partner Baseline*"). If the Partner Baseline is exceeded, overages will be charged, or the next tier of partner volumes will be billed. If Customer exceeds the Partner Baseline, Model N will adjust the Annual

Subscription Fee in accordance with the then-current list price or as agreed upon in the applicable order.

**2.4 Use of Business Entity Data**. Notwithstanding anything to the contrary in the Agreement, Model N will use Business Entity Data to identify business names and addresses that appear in POS transactions, sometimes in combination with third party reference sources, to improve the accuracy of the Applications and their underlying business entity identification processes. Customer hereby grants to Model N a perpetual, nonexclusive, nontransferable (except to a successor in interest as permitted under the Agreement), non-sublicensable, irrevocable, royalty free, license to use the Business Entity Data in providing the Service.

## 3. DATA ENHANCEMENT SERVICE

**3.1 Classification and Segmentation**. If Customer purchases classification and segmentation services, Model N will classify End Customers into one of eight standard classification categories: OEM, Sub Assembly, Component, Government, Education, End User, Individual or Other. OEM and Sub Assembly classifications will be further segmented into one of seven categories: Data Processing, Wireless, Wired Communication, Consumer, Automotive, Industrial and Military/Aerospace. The turnaround time for the classification and segmentation service is based on the frequency that Customer data is received:

**3.1.1** If weekly End Customer data is submitted, five (5) business day turnaround time upon successful receipt of file;

**3.1.2** If monthly End Customer data is submitted, ten (10) business day turnaround upon successful receipt of file; and

**3.1.3** If quarterly End Customer data is submitted, twenty (20) business day turnaround upon successful receipt of file.

**3.2 SIC Coding.** If SIC coding is included in an Order, each Customer POS transaction will be assigned an INOW number that will populate the associated industry classification data. If no industry classification data is available in Model N's Standard Industrial Classification ("*SIC*") directory, Model N will update its directory to fill in the missing information. The turnaround time for the assignment of industry classification data is based on the frequency that Customer data is received:

**3.2.1** If weekly POS data is submitted, five (5) business day turnaround time upon successful receipt of file;

**3.2.2** If monthly POS data is submitted, ten (10) business day turnaround upon successful receipt of file; and

**3.2.3** If quarterly POS data is submitted, twenty (20) business day turnaround upon successful receipt of file.

**3.3 Product Exception Handling.** If Product Exception Handling is included in an Order, and Model N cannot match the Stock Keeping Unit ("*SKU*") in a transaction to a known

SKU, said SKU will be reviewed through the product exception handling process within two (2) business days and processed within four (4) business days.

**3.4 Partner Onboarding**. To onboard a new Partner, Customer shall submit a request in the form of a standard support ticket.

## 4. DATA ENRICHMENT SERVICE

**4.1** If Data Enrichment Service is included in the Order, the Model N data team will research newly created bill to accounts at the parent level and determine if they should roll up to an existing account, and of necessary, perform an account merge. Model N will similarly split existing parent and child accounts upon finding a false-positive. Customer will provide guidance to Model N if any account thresholds should apply; i.e., only accounts that meet a certain dollar threshold will be reviewed.

## 5. SUPPORT

**5.1 Support Exception.** Notwithstanding anything to the contrary in Model N's Service Level Agreement, Customer will receive only Standard Support for the Model N Channel Data Management Service; provided, however, the standard support hours shall be 12:00 a.m. to 11:59 p.m. seven days a week (24/7).