

SUDS CORE Marketing Services Agreement – Patheon

This SUDS Marketing Services Agreement (the “**Services Agreement**”) is made as of the most recent date appearing below, by and between DRB Systems, LLC, an Ohio limited liability company, doing business as, SUDS Creative (“**SUDS**”), with its principal business location at 3540 E Longwing Ln Suite #220, Meridian, ID 83646 and _____ (the “**Customer**”) [a _____(STATE) company with its principal business location at _____.

RECITALS

- A. SUDS provides certain services that enhance Site performance using solutions that drive engagement, retention, and business optimization as further described herein.
- B. Customer desires to purchase certain products and services from SUDS for enhanced Site performance.

Now therefore and in consideration thereof, the sufficiency of which is hereby expressly acknowledged by both SUDS and Customer, the parties agree to the following:

- 1. **Purchase of Services.** Customer agrees to purchase the following products and/or services as further defined below in the quantity and for the prices described in Exhibit 1, which is attached hereto and incorporated herein, and as further listed in the accompanying Order Form prepared and provided by SUDS or DRB (the “**Order Form**”).
- 2. **Incorporation of SUDS Marketing, Project, and Analytics Terms and Conditions, SUDS Subscription Services Terms and Conditions, and DRB Terms and Conditions.** Customer agrees to be bound by the SUDS Marketing, Project and Analytics Services Terms and Conditions and the SUDS Subscription Services Terms and Conditions (where applicable) dated January 2023. To the extent that the January 2023 Terms and Conditions are inconsistent with previous Terms and Conditions of Subscription, Retainer, Product or SendIt Terms and Conditions, the January 2023 Terms and Conditions shall govern. Licensee further agrees and acknowledges that all Agreements with SUDS, including but not limited to this Agreement, are subject to the DRB Terms and Conditions, per the Order Form.
- 3. **Entire Agreement.** The parties expressly acknowledge and agree that this is entire agreement between Customer and SUDS, superseding any prior agreements between Customer and SUDS with respect to the services selected by Customer.

Products and Services are as follows:

- Onboarding Audits and Strategy. SUDS will complete the following audits and recommendations within 8 weeks of the execution of this Services Agreement and payment of any initial fees (“**Engagement Date**”), assuming timely delivery of assets and information from Customer. Actual implementation of recommendations will extend beyond this onboarding period.
 - PrecisionPricing Powered by SUDS (“**PrecisionPricing**”)
 - Product details: PrecisionPricing is an analytical modeling tool that helps car wash owners optimize revenue with a data-backed, strategic pricing model. PrecisionPricing utilizes finance, traditional economics, and machine learning as well as principles of behavioral economics to identify the most optimal pricing structure to drive higher ticket averages and increased member conversion.
 - SUDS Data Team will audit existing pricing of express exterior single washes, express exterior unlimited memberships, in-bay automatics and recommend pricing changes, if applicable, and deliver a detailed Results Report.
 - The pricing audit will be performed for a single Site or portfolio of Sites with similar attributes in a specific geographic region/metropolitan statistical area (“**MSA**”).
 - Additional Sites, brands, and geographic regions may be added for an additional fee.
 - Pricing audits and recommendations for services outside express single and unlimited washes and in-Bay Automatics are not included
- A comprehensive Annual Marketing Plan
 - SUDS will create an Annual Marketing plan that outlines strategic goals and marketing initiatives for the calendar year, broken down by quarter.
 - Within 8 weeks of Engagement Date, Customer will receive an Annual Marketing plan for the remainder of the calendar year.

- A new Annual Marketing plan will be presented prior to each calendar year.
 - The Annual Marketing Plan will include:
 - KPI retrospective
 - Strategic goals
 - Seasonality by state
 - Recommendations for two membership campaigns including promotion, timeline, goals, promotional vehicles, and budget
 - Recommendation for two additional campaign including promotion, timeline, goals, promotional vehicles, and budget
 - Recommendation for evergreen marketing campaign, including timeline, promotional vehicles, and budget
 - Media Cost
 - Media cost is not included in the monthly fee and is billed monthly
 - Customer will have full approval on spend before a campaign is executed
 - Media Setup & Campaign Management Fee
 - There is a Media Setup & Campaign Management Fee in the amount of 20% of Media Spend which is separate from the monthly retainer. SUDS will provide the setup for all campaigns and perform all media buying, optimization, and reporting necessary for digital campaigns including Facebook ads, Google ads, geofencing ads, and any digital other media platform outlined in the campaign scope. The base cost is \$600 per month (\$500 Media + \$100 Media Management fee per location).
 - Media beyond the standard recommendation proposed by the Marketing Manager in the standard offering will be subject to additional design, media, and a media management fee in the amount of 20% of Media Spend will be required for all digital Media beyond the standard offering and will be added through a Change Request.
 - SUDS will require Customer to sign off on the Annual Marketing Plan before any work is started. Any changes in scope, requests for additional deliverables, or additional revisions of work beyond what was set forth in the Annual Marketing Plan will require a Change Request, to evaluate size, scope, and pricing for approval before any work is initiated.
- Two Membership Campaigns (Per Year)
 - SUDS will develop and implement two 60-day membership campaigns per year.
 - Membership campaign offers, assets, and the timeline may vary by region/MSA if identified by the Marketing Manager to aid in strategic goals.
 - SUDS will develop all creative needed for each campaign, including on-site signage and collateral, digital and print media, and social media as outlined in the campaign brief.
 - SUDS will set up ads, perform all media buying, and create reporting necessary for the campaign including Facebook ads, Google ads, geofencing ads, direct mail, other print materials, and any other media platform outlined in campaign scope as part of the Media Setup & Campaign Management Fee.
 - If Customer pursues a price change proposed in the pricing audit under PrecisionPricing, then the release of the price change counts as one of the membership campaigns allotted for the year.
 - If Customer opts to implement additional promotions, then Customer may be required to sign a Change Request Form before the promotion is built and implemented.
 - Customer will be responsible for testing any XPT screen flows and/or codes associated with the promotion.
- One Additional Marketing Campaigns (Per Year)
 - SUDS will develop and implement one additional marketing campaign per year (in addition to the two membership campaigns outlined above).
 - Common additional marketing campaigns may include, but are not limited to:
 - Holiday campaign (gift cards, wash cards, etc.)
 - Retail campaign (BOGO, 50% off a wash, etc.)
 - Contact generation campaign (Spin to win, enter to win, etc.)
 - SUDS will develop all creative needed for the campaign, including on-site signage and collateral, digital and print media, and social media as outlined in the campaign brief.
 - SUDS will set up ads, perform all media buying, optimize, and create reporting necessary for the campaign including Facebook ads, Google ads, geofencing ads, direct mail, other print materials, and any other media platform outlined in campaign scope as part of the Media Setup & Campaign Management Fee.

- If Customer opts to implement additional promotions, then Customer may be required to sign a Change Request Form before the promotion goes into effect.
 - Customer will be responsible for testing any XPT screen flows and/or codes associated with the promotion.
- Evergreen Digital Marketing Campaign (One per brand, to be evaluated annually)
 - SUDS will create, launch, and manage an Evergreen Marketing Campaign per brand, defined as an ongoing digital campaign with a goal of brand awareness.
 - SUDS will develop all creative needed for this campaign as outlined in the campaign brief, including Google display ads, Google search ads, geofencing ads, and/or Facebook ads.
 - Digital ad graphics and/or copy will be evaluated and adjusted if needed to improve campaign performance every 3 months.
 - SUDS will also include creation of up to one landing page and/or emails if outlined in the Evergreen Marketing Campaign (Ex: First wash is free upon signing up for our newsletter, etc.)
 - SUDS will set up ads, perform all media buying, and create reporting necessary for the campaign including Facebook ads, Google ads, geofencing ads, direct mail, other print materials, and any other media platform outlined in campaign scope as part of the Media Setup & Campaign Management Fee.
 - The Evergreen Marketing Campaign will be evaluated and/or adjusted each year in Annual Marketing Plan.
- Email Marketing & Automation*
 - SUDS Marketing Automation Software
 - Use of the SUDS proprietary marketing automation software is only available through SUDS as a managed services offering. Direct access is not available.
 - SUDS proprietary marketing software supports up to 10,000 contacts under this Services Agreement. If support is needed for additional contacts, it is priced as follows:
 - 10,001-25,000 contacts - \$180/month
 - 25,001- 50,000 contacts - \$265/month
 - 50,001-75,000 contacts - \$350/month
 - More than 75,000 contacts – upon request
 - The above pricing is further subject to a quarterly True-Up assessment.
 - Customer can request contact lists, email or automation reports, and/or activity or information about a contact at any time from the Marketing Manager. Requests must be submitted to the Marketing Manager in writing and will be accommodated, to the extent possible, within 7 business days.
 - Email Blasts
 - SUDS will write copy, design, develop, and deploy email blasts associated with all campaigns outlined in Annual Marketing Plan.
 - Creation of emails outside of the Annual Marketing Plan will be handled as follows:
 - SUDS will create a basic email template (header + footer)
 - Customer will provide email copy and subject line to SUDS team
 - Customer will identify what list of contacts within SUDSy will receive the email
 - SUDS will use standard email template to deploy
 - If email blasts outside of campaigns outlined in the Annual Marketing Plan require copy, design, and/or development, they will require a Change Request, to evaluate size, scope, and pricing for approval before any work is initiated.
 - Email Automation
 - SUDS will create and manage email automations associated with all marketing campaigns outlined in the Annual Marketing Plan.

*All Email marketing services are subject to the SUDS Subscription Services Terms and Conditions.
- Social Media Management
 - SUDS will create an annual social media content calendar, which will include graphics and copy for one social post per month (same content will be posted to both Facebook and Instagram). The content calendar will be provided to Customer for approval prior to posting.

- Customer will have access to social media accounts and is encouraged to supplement SUDS social posts with additional posts using on-site photos at the car wash as well as other relevant content.
- SUDS will not manage end customer/user comments or reviews on any platform as part of this Services Agreement.
- Additional social media services will require a Change Request, to evaluate size, scope, and pricing for approval before any work is initiated.

- Data and Reporting
 - Campaign Reports
 - Campaign Report(s), including applicable metrics from the list below, will be provided for each campaign in Annual Marketing Plan.
 - Campaign spend
 - How many people signed up for the offer (contacts collected)
 - How many people redeemed the offer
 - The return from the promo (sales, membership increase, and/or traffic increase)
 - Which channel was most effective (direct mail, social media, geofencing, Google)
 - Other applicable metrics dependent on campaign goals
 - Monthly Reports
 - KPI report that include the following metrics:
 - Capture rate
 - Churn rate
 - Retail ticket average
 - Recharge ticket average
 - Net member count
 - Total car count
 - Opportunities to sell
 - Marketing Manager will identify areas for improvement and recommend tactics for improving KPIs.
 - Annual Reports
 - Annual KPI retrospective
 - Customer will receive a report with a KPI summary for the year within 60 days of calendar year-end.
 - Custom data reports will require a Change Request, to evaluate size, scope, and pricing for approval before any work is initiated.

- Website Maintenance & Hosting
 - Website Maintenance
 - Photo changes, rev slider changes, promotional updates, pricing changes, and copy/verbiage updates as related to marketing campaigns outlined herewith are included in this Services Agreement.
 - New website page creation is included in the Services Agreement if the new website page will have the same overall design and layout as the existing website and will not need any extensive technical functionality. If the new page needs additional technical functionality, this will require a Change Request, to evaluate size, scope, and pricing for approval before any work is initiated.
 - Creation of promotional landing pages is included for campaigns outlined in the Annual Marketing Plan.
 - Website updates, rebuilds or redesigns may require a Change Request, to evaluate size, scope, and pricing for approval before any work is initiated.
 - Hosting
 - Website hosting service is included in the project fee and will continue until the termination of this Agreement. Upon termination, Customer must either establish themselves as the registrant with the current hosting provider or can choose to move to another hosting provider.
 - If the Customer remains with the current hosting provider, SUDS will facilitate the domain redirect to the Customer's registered account.
 - Should the Customer wish to transfer hosting services, SUDS will package up the website and Customer will be responsible to provide the packaged website to the hosting service provider.

- If Customer wishes to do a direct transfer from SUDS to another hosting provider, this will require a Change Request, to evaluate size, scope, and pricing for approval before any work is initiated.
 - If Customer opts to move to another hosting provider, SUDS will transfer the domain to the provider/account of their choice. Customer will be responsible for maintenance of SSL certification following transfer.
 - If Customer has not initiated hosting service transfer after 60 days of contract termination, SUDS will turn off hosting services without notice.
 - SEO
 - SUDS will provide the following services for WordPress websites only:
 - Listing website sitemap with Google
 - Registration with Google Search Console & Google Analytics
 - Targeting and monitoring keywords
 - Configuration of the Premium Yoast WordPress SEO plugin
 - If Customer's website is not on WordPress, the ability of SUDS to provide the above services will be evaluated on a case-by-case basis. The success of SEO for websites not built in WordPress may differ than the results typically seen in a WordPress website.
 - Additional SEO support beyond the above list will require a Change Request, to evaluate size, scope, and pricing for approval before any work is initiated.
- StatsDashboard*
 - Access to StatsDashboard is included in this Services Agreement.
 - Product Details:
 - StatsDashboard delivers accurate, real-time insights including up-to-the-hour retail sales, memberships and traffic volume via a browser-based digital dashboard as well as reporting delivered through text and email.
 - Daily, weekly, or monthly reporting is available via email or MMS/SMS. Content for these reports is predetermined. Frequency and number of users are customizable, but the same frequency is applied to each contact.
 - Email or MMS/SMS reports include:
 - Washes
 - Redeemed
 - Sold
 - Cancelled
 - Revenue
 - Capture Rate
 - Wash Pace
 - Sales Pace
 - Revenue Pace

- Requirements:
 - A DRB ODBC data connection is required
 - SUDS will facilitate DRB's ODBC Module limited to use in this program for Customers using DRB Sitewatch. [DRB Terms & Conditions apply.](#)

*Email, MMS and SMS services are governed by the SUDS Subscription Terms and Conditions.
- Sales Resources
 - SUDS will provide one sales script to use during non-promotional periods and one sales script to utilize during promotional periods. Scripts are standard and will not be tailored by SUDS to any specific promotion. If client wants assistance in tailoring a script to a specific promotion, this will require a Change Request, to evaluate size and scope for approval before any work is initiated.
- SUDS Team Support
 - Biweekly (every two weeks) meeting with SUDS Marketing Manager and Project Manager/Coordinator(s)
 - Marketing Manager will review updates on marketing plan implementation including asset review, timeline updates, and promotion details.
 - Marketing Manager will review applicable metrics from the Campaign Report, detailed above.
 - Meeting will last up to 60 minutes.
 - For communications in between bi-weekly meetings, Customer will contact Marketing Manager through email and may coordinate additional communications should they be necessary.

This package includes up forty-six (46) hours of SUDS employee time per month

- Hours in excess of forty-six (46) hours per month will be charged at a rate of \$140/hour. Additional work beyond what was set forth herein will require a Change Request, to evaluate size, scope, and pricing for approval before any work is initiated.