



HOW TO CREATE THE  
RIGHT RESELLER  
PRICING PROGRAM FOR  
YOUR COMPANY

Written by: Eugene F. Zelek, Jr.

# Abstract



## The Bad News:

As a manufacturer or brand owner (in this white paper, “manufacturer” will be used to mean either), you probably sell your products through several types of reseller that serve the end user, each with very different costs of doing business. Small, specialty or technical resellers probably require a higher per-unit margin on your products than do big-box or hyper-efficient resellers. At the same time, the pure ecommerce resellers, usually with far lower costs of doing business than any brick-and-mortar reseller, can undersell them.

Many companies also have unauthorized or gray-market resellers that somehow get their hands on your products, including those that have a relationship with the manufacturer (or its distributors), but which find ways to cheat the system. One of them is to buy products at deeply discounted prices for export, but sell them in the US, where such diversion allows the products to be priced below competitive resellers and still provide a hefty profit.

These potential channel conflicts can create many problems for your company, but one of the most common and insidious is resale price erosion, which can trigger a price war among competing resellers. Over time, your brand value can be diminished and key resellers can be chased away, particularly if they need higher margins to make carrying your products profitable.



## The Good News:

Fortunately, some relatively recent legal developments in the US and Canada have created additional freedom for manufacturers to protect their businesses against resale price erosion and the other problems created by free-for-all reseller behavior.

However, surprisingly few manufacturers, have taken advantage of the flexibility available to implement the necessary programs and systems to protect their brands. This result is often due to confusion about where the legal lines are and fear of stepping over them.

This white paper is intended to help clarify some of the most important, but least understood, legal aspects of reseller pricing programs—specifically Minimum Advertised Price (MAP) and Minimum Resale (or Retail) Price (MRP) policies. Other approaches to combating resale price erosion also will be addressed, as well as both legal and business considerations to keep in mind.

# Clarifying the Terminology

Although the term “MAP” is often incorrectly used as a catchall to mean all types of pricing programs, a “Minimum Advertised Price” or “MAP policy” is one in which the manufacturer sets a minimum price only for the offers made by resellers—generally meaning the price information appearing in advertisements and promotions. MAP policies never cover the actual selling prices, as resellers are free to sell at whatever price they choose.



In the online context, a MAP policy can apply to the price appearing on the product page or in the cart, but never the checkout or actual selling price. For brick-and-mortar resellers, such a policy can cover anything outside the store (like direct mail or newspaper advertising), but nothing in the store (such as flyers handed out at the door, displays or price tags).

In contrast, a “Minimum Resale (or Retail) Price” or “MRP policy” is far broader, allowing the manufacturer to set minimum prices for its products applicable to all offers, as well as the actual selling price. This means that each online step through and including checkout is subject to the policy, while, at the brick-and-mortar level, everything both outside and inside the store is covered.

By the way, strictly speaking, resellers remain free to make their own pricing decisions, but, if they choose to violate the policy, they are subject to manufacturer-imposed penalties.

If a manufacturer is only concerned with online prices, it may adopt an Internet Minimum Advertised Price (IMAP), Electronic Minimum Advertised Price (EMAP) or an Electronic Minimum Resale Price (EMRP) policy.

By the way, regardless of policy choice (MAP, IMAP, EMAP, MRP or EMRP), resellers, strictly speaking, remain free to make their own resale pricing decisions, but, if they choose to violate the policy, they are subject to manufacturer-imposed penalties.

Typically, a manufacturer will opt for a MAP policy or an IMAP or EMAP variant—covering advertised prices only—when the company’s main concern is establishing a more-or-less uniform reference price for its products to avoid undermining its brand value and upsetting key reseller partners.

While it is possible to have MAP and MRP policies that apply at the distributor or wholesale level (the term “distributor” will be used here for convenience), they are most commonly used at the ultimate reseller level, i.e., applicable to those that sell to end users or, for purposes of this white paper, what is referred to as “resellers.”

# Other Approaches to Combating Resale Price Erosion

Often when manufacturers discover they have a resale price erosion problem, they assume that a pricing policy is their only choice. In many cases, that may be the most logical and effective strategy.

But there are other, less-aggressive ways a manufacturer can choose to address resale price erosion—either instead of establishing a reseller pricing policy or in addition to such a policy. A number of the alternatives can be used with such a policy or with each other, as they are not always mutually exclusive.

**Here are seven examples:**

## 1 Using Agents

To control the prices of their products, some manufacturers designate their resellers as agents. So, rather than the traditional role of a reseller taking title to a product, reselling it and being compensated on the difference between its buy price and the resale price to the end user, the manufacturer dictates the ultimate selling price, as well as other terms and conditions of sale. The agent typically receives a percentage of the selling price as a commission to cover its costs of soliciting sales and other services, such as maintaining an inventory and delivery.

However, this also means that title passes directly from the manufacturer to the end user. So, either the manufacturer owns the inventory (whether in its possession or at the agent) or the agent owns it and the manufacturer buys it back immediately before it is sold to end users. For manufacturers that don't want additional inventory on their books, this situation may make the agent option less attractive. A variation could include the manufacturer handling fulfillment itself.

## 2 Cutting Off Discounters

Absent a contract that says otherwise, a manufacturer is under no legal obligation to do business or continue doing business with any reseller. So, it may choose to simply end its relationship with a reseller at any time for any reason, including finding the reseller's deep-discounting or other practices to be undermining its own business interests or the interests of its other resellers.

Under the law of most states, a manufacturer may end the relationship for any reason or no reason on reasonable notice. If there is a written agreement between the manufacturer and its resellers, the agreement should be followed to the letter.

At the same time, many states have reseller protection statutes in certain industries, such as motor vehicles and agricultural implements. A handful of states have laws of general applicability that even override contracts, so, before completely cutting anyone off, it makes sense to check the law of the places where the reseller has a physical location to see what is necessary to terminate the relationship.

By the way, if a reseller purchases through one or more distributors, the manufacturer accomplishes the cutoff by putting the reseller on a Do-Not-Sell List that must be followed by all distributors. If resellers are allowed to sell to other resellers, they must be required to comply with the list too.

### **3** **Discussing Price with Retailers**

Contrary to a popular impression, it is generally lawful for manufacturers to talk about resale pricing with its resellers. However, the manufacturer may violate the law in certain places (California, New York, Illinois, Michigan and Maryland) by threatening a reseller regarding its discounted pricing or reaching an agreement with that reseller about minimum pricing. For this reason, manufacturers typically are careful here.

### **4** **Limiting Product Distribution with Unauthorized Reseller Programs**

Often, resale price erosion is caused or exacerbated by uncontrolled distribution. Many manufacturers formally restrict distribution, allowing both their own internal sales force and their distributors to sell only to authorized resellers. This step often limits the instances of resale price erosion, because unauthorized or gray-market resellers, discounting resellers or others that the manufacturer finds troublesome have much more difficulty getting their hands on the company's products. Generally, resellers apply for authorization, are offered it by the manufacturer or both.

Some companies simply have too many resellers or lack the resources to implement a formal reseller authorization program, which is typically based on agreements with or distribution policies applicable to resellers. The alternative to is consider each reseller to be authorized until the manufacturer says it isn't by putting the reseller on the Do-Not-Sell List.

### **5** **Creating Different Buy Prices for Various Reseller Categories**

As an indirect way to affect the resale price, a manufacturer can establish different buy prices for different types of resellers by raising its prices to all resellers, then furnishing discounts or rebates to certain resellers that help support their higher-

margin requirements. For example, a manufacturer could offer rebates for resellers that offer in-store demonstrations or have a trained sales force—services an online-only reseller generally cannot or does not provide.

## 6 Direct Dealers

A manufacturer can also jump over the reseller to agree with an end user on the price to be paid. If the manufacturer cannot (usually because of logistics or other factors) or would prefer not to sell to the end user directly, one or more resellers are offered the opportunity to sell to the end user at the agreed price. If a reseller refuses, nothing happens to it, as the manufacturer simply finds another reseller that will play ball. This lawful practice is widespread in consumable medical products, animal pharmaceuticals and foodservice distribution.

## 7 Offering Target-Price Rebates

Another strategy is to create a target-price program that offers rebates to those resellers with sales that fall within the manufacturer's targeted price band, i.e., a range of desired resale prices. For example, if a reseller sells 90% or more of the manufacturer's product within the designated resale price band, the reseller will receive a 3% rebate on all of its purchases of that product. The reseller's performance is verified by its providing point-of-sale (POS) information to the manufacturer regarding each relevant sale.

All of these approaches, individually or in combination, can, under the right circumstances and with proper management, help a manufacturer combat resale price erosion. But if they alone do not work or if the company wants a more aggressive strategy, it is worth considering a reseller pricing program.

# The Proactive Approach: MRP and MAP Policies

## Dictating Resale Prices with a Minimum Resale Price (MRP) Policy



As was pointed out in the introduction, a Minimum Resale (or Retail) Price (MRP) policy applies to all reseller references to price, whether offers (in advertising and the like) or the actual sales price.

A manufacturer may structure its reseller pricing program either as (a) a two-way contract signed or otherwise agreed to by both the manufacturer and its reseller partners and (b) a one-way statement (usually referred to as a “unilateral policy”).

## 1 MRP Agreements

Since the US Supreme Court changed the law in 2007, minimum resale price agreements are subject to a manufacturer-friendly legal standard known as the “rule of reason” at the federal level and almost all states. Under this test, the practice under review is assumed to be lawful, unless it can be shown to be unreasonably anticompetitive after weighing its procompetitive benefits and justifications with its anticompetitive effects.

In striking this balance, the Supreme Court has put its thumb on the scale, stating that the primary concern of US antitrust law is interbrand competition (i.e., one manufacturer’s brand against that of another). If the conduct under question promotes interbrand competition, a manufacturer may restrict intrabrand competition (i.e., competition between two resellers of the same brand).

### What does this mean for you?

While an MRP policy clearly restricts intrabrand competition, application of the rule of reason means that there is usually relatively little antitrust risk, as rule of reason cases are typically difficult to win for the government and private plaintiffs. However, five jurisdictions—California, New York, Illinois, Michigan and Maryland—have taken the position that such agreements are still illegal on their face under their own laws. Of these, the greatest practical risk of successful challenge comes from cases brought in California (because of previous enforcement actions) and Maryland (due to a statutory prohibition on minimum resale price agreements).

## 2 MRP Unilateral Policies

All US jurisdictions (federal and state) consider unilateral price policies to be lawful, building on a 1919 Supreme Court case known as “Colgate.” In fact, such policies are sometimes referred to as “Colgate policies” are not subject to either the rule of reason or the tougher scrutiny under the law of certain states because they simply are not covered by the statutes that prohibit price setting. As a result, the only choice in the US for an MRP program is a unilateral policy. However, there are substantial business advantages to using policies, rather than agreements.

From a business perspective, the problem with MRP agreements is the manufacturer must first get all of its resellers to agree on the terms. Then, unless the agreement states differently, each change (such as to add or delete the products subject to the agreement or change wording in the agreement) requires approval

from everyone. This process is time-consuming for both your company and resellers, likely frustrating them and undermining your relationship if it happens too frequently. It also gives each reseller veto power if it doesn't like the change.

By the way, the agreement/policy distinction is unnecessary in Canada, because reseller pricing programs—whether done by agreement or policy—are subject to a standard similar to the US rule of reason under 2009 amendments to the Competition Act, which legalized such programs. However, because of the inherent flexibility of policies, the policy approach is preferred in Canada too.

Even when companies adopt unilateral price policies, they sometimes inadvertently cause the loss of that status. For example, a contract with resellers that requires them to follow all company policies converts an MRP policy into an agreement. Since policies should never be negotiated, another way to create an agreement is to negotiate the terms of the policy or its enforcement with resellers. A third potential problem is failing to enforce a price policy uniformly, as, apart from the trade relations issues, disparate enforcement can imply that an agreement was reached on resale price with the resellers being given more lenient treatment.

Manufacturers have a great degree of flexibility in drafting their MRP policies. They can be applied to some or all products or SKUs, to either specific territories or everywhere, and to one or more select categories of reseller (such as online resellers only) or across all the company's resellers.

In terms of setting the consequences for violating its MRP policy, a manufacturer must as the ultimate penalty cutoff some or all of its products to the violator. The most conservative approach under Colgate is one-strike-and-you're-out, but most manufactures today employ a series of escalating monetary or product access punishments for each consecutive violation, leading to a "you're-out" result on the third or fourth strike.

Another important consideration is that resale price policies are enforceable only one level away from the manufacturer. This means if your company sells through distributors, then a smart strategy will be to create an Authorized Reseller Program mentioned earlier, where you are able to restrict your distributors' ability to sell to only those resellers that you approve. Ideally, your Authorized Reseller Program will include vetting of any would-be reseller partner interested in representing your brand, so you will have confidence that your distributors will be selling only to those companies you are comfortable reselling your products to end users.

Another facet of the one-level-down rule is that the manufacturer cannot insist that the distributor develop its own resale price policy or take over enforcement of the manufacturer's policy (except for following the Do-Not-Sell List) without creating an agreement.

Another key attribute of an MRP policy is that, because it governs all prices, including the actual selling price, you have the ability to control your resellers' prices all the way through checkout. As noted earlier, Minimum Advertised Price (MAP) policies



can't go this far.

Finally, when crafting and implementing your unilateral resale price policy, it's mission-critical that you train and educate your team to ensure they don't do anything that could later be deemed an agreement. A best practice here is to refer all questions or complaints to a designed Policy Administrator, who will know how to handle such discussions to avoid the legal pitfalls.

### **Key Takeaway #1**

The unilateral-policy approach for MRP programs not only is lawful throughout the US, but a unilateral MRP policy has proven for many manufacturers to be one of the most effective protections against resale price erosion. Since a policy is an announcement or statement, rather than an agreement, it can be changed by the manufacturer as much and as often as it pleases without ever having to obtain reseller approval. At the same time, the policy approach in the US provides a lower risk of successful antitrust challenge, as there is and can be no resale price agreement that is subject to examination under the rule of reason or, worse, harsher state law.

### **Key Takeaway #2**

Even with the best intentions, a unilateral price policy can morph into an agreement by subjecting it to mandatory compliance by contract, negotiating any aspect of the policy or failing to enforce it in a uniform fashion. So, company personnel need to be instructed on how to avoid behavior that creates an agreement, including the best ways to deal with requests and complaints from resellers.

## **Encouraging Resale Prices with a Minimum Advertised Price (MAP) Policy**

To restate what was said earlier, Minimum Advertised Price or MAP policies do not establish resale prices, but they encourage a resale price that the manufacturer wants by restricting the advertised price.

MAP programs were historically implemented by linking compliance with MAP to the manufacturer's provision of trade funds to resellers to pay in whole or part for advertising of the manufacturer's products. This makes perfect sense—if the manufacturer is paying for reseller advertisements, then the company should have influence over the content of those ads, including how its products are priced in them.

At the same time, the only penalty was the loss of funding for the ads that did not conform to the policy, so if a reseller determined it could make more money

ignoring MAP (even with the penalty), such a policy would not be an effective deterrent. In other words, when the reseller used only its own funds, the manufacturer had no say in the advertised prices. Moreover, anytime financial penalties or incentives are used (in MAP or MRP policies), there are potential legal implications under the Robinson-Patman Act in US (which prohibits certain forms of economic discrimination), if such penalties or incentives are not applied consistently. Canada has a similar statute.

However, MAP policies today typically apply to all advertised offers, not merely those in ads supported with funding from the manufacturer. As stated earlier, a manufacturer generally will opt for a MAP policy or an IMAP or EMAP variant—covering advertised prices only—when the company’s main concern is establishing a more-or-less uniform reference price for its products to avoid undercutting brand value and jeopardizing key reseller relationships.

A MAP policy can apply to the online price appearing on the product page or in the cart, but never the checkout or actual selling price. For brick-and-mortar resellers, such a policy can cover anything outside the store (like direct mail or newspaper advertising), but nothing in the store (such as flyers handed out at the door, displays or price tags). This contrasts with an MRP Policy that allows the manufacturer to set minimum prices for its products applicable to all offers, as well as the actual selling price.

Like their MRP counterparts, most MAP programs follow the several-strikes-and-you’re-out framework, built on an escalating series of consequences for repeat violators. MAP programs also can be structured as two-way agreements between manufacturer and reseller, which, since 1987, have been subject to the manufacturer-friendly rule of reason at both the federal and state levels. However, while MAP agreements, unlike MRP agreements, are not illegal on their face in any states, the unilateral policy approach to MAP is attractive from a legal perspective (providing a second line of defense in the unlikely event of a challenge) and from a business standpoint (more flexibility).

For these reasons and others, MAP programs are generally implemented as unilateral policies. This is also why use of the term “UPP” (Unilateral Pricing Policy) to refer to an MRP policy is a misnomer, as all pricing policies—MRP and MAP—should be unilateral.

### **Key Takeaway:**

If your company’s primary concern is what prices for your products will show up during an end user’s Internet price shopping or in such things as direct mail or newspaper ads, and it doesn’t care about the selling price, then a MAP policy or a variation may be sufficient. Alternatively, if your company wants to cover all offers and the actual price charged to end users, you will probably want to implement an MRP policy.

# Key Challenges to Developing and Enforcing an MRP or MAP Program

## 1 Conflicting Agendas

Often the biggest obstacle to rolling out a successful MRP or MAP program is that it can result in some short-term bumps in the road. For example, if a violating reseller is cutoff, the manufacturer could see an adverse, short-term revenue impact, assuming the offending reseller is large enough. At the same time, since there is a correlation between strong brands and resale price erosion, there is tendency for the volume to shift to other resellers over time because end users still want the brand.

Nevertheless, there may be a short-term revenue dip. But it's important to remember that these programs are all about protecting the long-term health of your company—your brand equity, your relationships with key resale partners and your ability to continually attract new high-quality resellers to your brand. Moreover, while the volume may be nice, if it comes at the cost of resale price erosion, the manufacturer should not want chronic violators anyway.

## 2 Lack of Resolve

Often a manufacturer adopts an MRP or MAP policy that fails to communicate clearly the policy specifics or a willingness to stand behind the consequences described for violations. Sometimes this is due to concern that if the policy comes across as too strict, it could turn off resellers. Other times, the company wishes to avoid commitment by being vague.

But a wishy-washy or superficial policy can be far worse by inviting bad behavior from some resellers because they will read an ambiguous policy to favor their own behavior and don't believe the manufacturer will actually go through enforcing the consequences of violations. Plus, such a policy can discourage some of the company's most important and reputable resellers, which plan to adhere to the policy, but fear that they will be unfairly undersold by various competitors that won't comply.

**With this in mind, here are a few examples of the common ways a reseller policy can communicate lack of seriousness—all of which should be avoided:**

### **“May” vs. “Will”**

Using “may” in describing either the policy’s coverage or violation consequences signals the manufacturer is not prepared to enforce the policy, and it allows resellers to not take it seriously. Just as bad as “may” is “reserves the right.” The better approach is to use “will” to indicate that the manufacturer means what it says and will follow through.

### **Lack of Sting**

Like using “may” instead of “will,” coming up with enforcement consequences without serious sting can have the counterproductive effect of tempting resellers to violate the policy because the penalties are minimal, even if they are enforced.

### **Too Many Strikes**

A reseller needs to see real consequences, from its very first violation, as well as a clear point at which repeated offenses will be get it kicked out of your network altogether. Having a policy with too many “strikes” for violations is another way of signaling weakness and a willingness to keep working even with a serial offender.

### **Restarting the Clock**

If a reseller knows your company will reset their violation scorecard back to zero periodically (such as each year), you are giving it a free pass to regularly violate your policy—which will be particularly tempting during big selling seasons, such as the holidays. Better not to describe a reset in your policy, but, if you wish to provide amnesty at some point across the board or reinstate a particular reseller that has been cutoff, just do it without an announcement in advance. (There is no obligation to reinstate all fallen resellers, as a manufacturer can determine those with which it wishes to do so.)

### **Brand-damaging Promotions Permitted**

Apart from providing disincentives to unacceptable offer or selling prices, your policy should discourage your resellers from engaging in other behaviors that might give them a boost in sales at the expense of your brand’s value. For example, bundling (e.g., offering two products together, with the second for free or at a reduced price) is a disguised discount that undermines brand value. Similarly, allowing the use of terms like “Priced too low to show!” or “We will beat any price!” can have the same effect.

### **Lack of Compliance Monitoring**

No matter how well you draft your reseller pricing policy or how aggressively you

communicate it, the policy won't be of much value to your company if you're not monitoring your resellers to make sure they're complying with it. In the Internet era, that means constantly monitoring your products' Internet presence. Many manufacturers use online price monitoring services like TrackStreet to help in their enforcement efforts.

### **Absence of (or inconsistent) Enforcement**

The absence of policy enforcement is actually worse than not having one. If a key reseller partner discovers your policy is being violated and the violation hasn't been addressed, you could create a serious trade relations issue with that important reseller. Moreover, failure to enforce your policy simply means it will be violated, and when resellers realize their competitors can violate it with impunity, they will too.

Inconsistent enforcement is another problem altogether. If your team takes action under your policy against one reseller and then, for the same offense, takes little or no action against another, a rebuttable presumption is created that a resale price agreement has been reached with the reseller given a pass. But, perhaps even more importantly, your policy loses credibility and, ultimately, may be ignored.

## **3 Too Little Flexibility**

Some manufacturers adopt reseller pricing policies that have so little flexibility that they create enforcement problems of their own.

If the violation consequences in your policy are extreme from the outset, there will be more reluctance to enforce such a policy over one where the severity of the consequences ramps up with additional violations. Similarly, if your policy doesn't allow any room for the ability to temporarily relax the rules for things like seasonal promotions or even for a genuine mistake by a reseller, your company likely will tread lightly in enforcement.

Too much rigidity can actually make your policy less effective.

## **4 Treating the Policy as a Magic Bullet**

Many manufacturers make a mistake that probably is the most common when looking to set up a reseller pricing program. The company views its MRP or MAP policy in isolation as a means to solve all of its problems, instead of as part of a comprehensive brand protection effort. In fact, often what looks like a resale price issue is really due to distribution problems, as manufacturers that sell to anyone and everyone shouldn't be surprised when their products are resold in undesirable places or by resellers they never heard of or over which they have no control.

**So, don't forget the seven strategies described at the beginning of this white paper, which can be used with MRP or MAP policies as a means of protecting your brand and reducing resale price erosion:**

1. Using agents
2. Cutting off discounters
3. Discussing price with resellers
4. Limiting product distribution with authorized reseller programs
5. Creating different buy prices for various reseller categories
6. Direct dealing
7. Offering target-price rebates

## **5 Not Preparing for Business and Legal Conflicts and Friction**

When you roll out a new reseller pricing program, you might be forced to cut off one or more high-volume resellers, and this could directly affect the bottom line of your sales reps if they're compensated in whole or part based on volume.

Another conflict may be with agreements signed with resellers, regardless whether they originated from your company or the reseller. Authorized Reseller Agreements, Vendor Agreements or Supply Agreements may contain language that is inconsistent with a pricing policy and its enforcement, such as guaranteeing the reseller access to all of the manufacturer's products or imposing an advance notice period (like 30 days) before a product can be pulled. In the event of a conflict between an agreement and a policy, the former will win.

Part of a successful implementation of your new policy will be first to determine how it might impact teams or departments across your company, as well as your resellers. Then, find ways to resolve or mitigate conflicts.

## **6 Failing to Control Distribution**

One of the most prevalent causes of resale price erosion is uncontrolled distribution—selling products to anyone and everyone. When unauthorized resellers get access to your products, not even the most well-written pricing policy will stop the price erosion (or other types of damage to your brand), because those sellers don't care about violating your policy. After all, they are not supposed to be selling your products in the first place.

As was pointed out earlier, another step worth considering in tandem with a reseller pricing policy is an Authorized Reseller Program, which could cover all resellers or just those that sell on online. The benefit of such a program is that it limits the purchasers of your products to those you have vetted and welcomed into your reseller network. It also allows the imposition of contractual or distribution policy restrictions to better control how, where and to whom your products are resold.

When you've put this program in place and begun building out your network of authorized resellers, you can get a much better handle on where your products are being sold, and you can track them much more easily.

## About the Author:

Eugene F. Zelek, Jr. (ezelek@taftlaw.com) is Senior Counsel in the Chicago office of Taft Stettinius & Hollister LLP. He specializes in sophisticated legal counseling, transactional and litigation work in marketing-related legal matters, particularly resale pricing, differentiated pricing and reseller relationships, as well as strategic alliances, supply arrangements, advertising, licensing, branding and new product development. Gene has helped design, implement and enforce more than 350 successful MRP and MAP policies in many different industries.

## About TrackStreet:

TrackStreet is a leading provider of SaaS-based brand protection technologies used by more than 200 brands to protect brand value, enforce distribution policies, and increase channel sales. Used across a variety of marketplaces, TrackStreet technology monitors the Internet to provide its customers with actionable, quantifiable, trackable, historical, and real-time data that directly impacts their reputation and profitability. TrackStreet is backed by Okapi Capital, Stage Venture Partners, SaaS Venture Capital and several eCommerce-related angel investors.