

TECHNICAL ACCOUNTING MEMORANDUM

TO: Technical Accounting Team / Audit File

FROM: ASC 606 AI Analyst

DATE: July 29, 2025

RE: ASC 606 Revenue Recognition Analysis - Adobe01

DOCUMENT CLASSIFICATION: Internal Use Only

REVIEW STATUS: Preliminary Analysis

1. EXECUTIVE SUMMARY

Executive Summary

This technical accounting memorandum evaluates the contract with customer Lee under the ASC 606 framework, concluding that the contract is compliant with the revenue recognition standard. The analysis confirms that the contract has been duly approved, contains enforceable rights, exhibits commercial substance, and presents a probable collectibility of consideration, notwithstanding the inclusion of a free trial component. These factors collectively affirm that the contract meets the criteria for revenue recognition under ASC 606.

Key judgments made during the analysis include the identification of distinct performance obligations associated with the subscription service and generative AI credits, which are deemed separable and provide distinct benefits to the customer. The transaction price has been determined as the fixed annual rate, with careful consideration of variable components, including potential rate changes and tax implications, ensuring adherence to ASC 606 guidelines on variable consideration. Revenue allocation has been performed based on the relative standalone selling prices of the identified performance obligations, taking into account the absence of observable prices during the free trial period. Revenue recognition is set to occur at the point in time when the subscription commences, aligning with the transfer of control to the customer upon payment processing.

For decision-makers, this memorandum provides clear guidance on the revenue recognition process for the contract with Lee, emphasizing the importance of maintaining compliance with ASC 606. It is recommended that ongoing monitoring

of the contract's performance obligations and transaction price components be conducted to ensure continued adherence to the standard, particularly in light of any future changes that may impact the financial reporting landscape.

2. CONTRACT OVERVIEW

CONTRACT DATA SUMMARY

Element	Details
Customer	Lee
Contract Period	2025-07-09 to 2026-07-08
Currency	USD
Modification Status	No - Original Contract
Analysis Scope	Standard ASC 606 five-step analysis
Materiality Threshold	\$10

Professional Background

This technical accounting memo pertains to the contract between Lee (the customer) and our organization, referred to as Adobe01. While specific start and end dates for the contract are not provided, it is important to note that there have been no modifications to the original agreement, indicating that the terms and conditions remain consistent throughout the duration of the arrangement.

The nature of the arrangement involves the provision of software services, which are critical to the customer's operational needs. The primary objective of this ASC 606 analysis is to assess the revenue recognition criteria in accordance with the new accounting standard, ensuring compliance and accurate financial reporting. Given the absence of specified contract dates, special consideration will be given to the timing of revenue recognition and the identification of performance obligations to ensure that the analysis aligns with the principles outlined in ASC 606.

3. DETAILED ASC 606 ANALYSIS

Step 1: Identify the Contract

CONCLUSION:

The contract meets the criteria for ASC 606 recognition as it is approved, has enforceable rights, commercial substance, and collectibility is probable, despite the free trial component.

Detailed Analysis & Reasoning:

The first step in the ASC 606 revenue recognition model is to identify the contract with a customer, which requires meeting five specific criteria. The first criterion is that the parties to the contract have approved the contract and are committed to performing their respective obligations. In this case, the contract is approved upon the customer's sign-up for the free trial, as indicated by the terms that state the trial begins immediately after sign-up. This demonstrates mutual agreement and commitment to the terms outlined. The second criterion is that the entity can identify each party's rights regarding the goods or services to be transferred. The contract clearly outlines the customer's right to use Adobe's services during the free trial and the subsequent subscription period. The terms specify that the customer can cancel before the end of the trial without being charged, indicating clear delineation of rights during the trial and subscription phases. The third criterion is that the entity can identify the payment terms for the goods or services to be transferred. The contract specifies that payment will be automatically charged at the rate stated at the time of purchase, plus applicable taxes, once the free trial ends. This clarity in payment terms supports the identification of the contract. The fourth criterion is that the contract has commercial substance, meaning that the risk, timing, or amount of the entity's future cash flows is expected to change as a result of the contract. The transition from a free trial to a paid subscription indicates a change in cash flows, as Adobe will receive payment upon the conclusion of the trial period, thus meeting the commercial substance requirement. Finally, the fifth criterion is that it is probable the entity will collect the consideration to which it will be entitled in exchange for the goods or services transferred. The contract states that Adobe will charge the payment method on file, and if the primary payment method fails, Adobe is authorized to charge any other payment method in the account. This suggests a high likelihood of collectibility, satisfying the final criterion.

Supporting Contract Evidence:

'If you have signed up for a free trial, your free trial starts immediately after sign-up.'

Analysis: This indicates mutual approval and commitment to the contract terms.

'At the end of your free trial, your subscription begins, and Adobe will automatically charge your payment method at the rate stated at the time of purchase.'

Analysis: Clear identification of payment terms and transition from trial to subscription.

'If your primary payment method fails, you authorize us to charge any other payment method in your account.'

Analysis: This supports the probability of collectibility by ensuring multiple avenues for payment.

Authoritative Guidance:

ASC 606-10-25-1: 'An entity shall account for a contract with a customer that is within the scope of this Topic only when all of the following criteria are met: (a) The parties to the contract have approved the contract and are committed to perform their respective obligations. (b) The entity can identify each party's rights regarding the goods or services to be transferred. (c) The entity can identify the payment terms for the goods or services to be transferred. (d) The contract has commercial substance (that ...

Application: This guidance applies as all criteria are met in the Adobe contract.

ASC 606-10-25-2: 'In evaluating whether collectibility of an amount of consideration is probable, an entity shall consider only the customer's ability and intention to pay that amount of consideration when it is due.'

Application: The contract's provision for multiple payment methods supports the probability of collectibility.

Key Professional Judgments:

1. The free trial does not negate the presence of a contract as it transitions to a paid subscription, meeting the criteria for revenue recognition.
2. The contract's enforceability is supported by the clear terms regarding subscription commencement and payment obligations.

Step 2: Identify Performance Obligations

CONCLUSION:

The contract contains distinct performance obligations related to the subscription service and generative AI credits, as they can be separately identified and provide distinct benefits to the customer.

Detailed Analysis & Reasoning:

In analyzing the Adobe contract under ASC 606, Step 2, we must determine whether the goods and services promised are distinct and thus constitute separate performance obligations. According to ASC 606-10-25-19, a good or service is distinct if the customer can benefit from it either on its own or together with other resources that are readily available to the customer, and the promise to transfer the good or service is separately identifiable from other promises in the contract. The Adobe contract includes a subscription service and generative AI credits. The subscription service provides access to Adobe's suite of software, while the generative AI credits allow the customer to use specific AI features. These two components are capable of being distinct because each provides a separate benefit to the customer. The subscription service allows access to a range of software tools, while the AI credits enable specific functionalities that enhance the software's utility. Furthermore, the contract language suggests that the subscription and AI credits are separately identifiable within the context of the contract. The subscription terms and the generative AI credits are described in separate sections, indicating that Adobe considers them distinct offerings. This aligns with ASC 606-10-25-21, which states

that a promise to transfer a good or service is separately identifiable if it is not highly interdependent or interrelated with other promises in the contract. The subscription service and AI credits do not significantly affect each other's delivery or utility, supporting their distinctness. Additionally, the EY guidance on ASC 606 emphasizes the importance of evaluating whether the goods or services are distinct within the context of the contract. EY's interpretation suggests that if the goods or services are not highly integrated and do not significantly modify or customize each other, they should be considered distinct. In this case, the subscription and AI credits meet these criteria, as they function independently and do not require significant integration. A potential issue could arise if the generative AI credits were bundled in such a way that they could not be used without the subscription service. However, the contract explicitly states that the AI credits are reset monthly and do not rollover, indicating that they are a separate, standalone offering. This further supports the conclusion that the AI credits are distinct performance obligations.

Supporting Contract Evidence:

'Your subscription may include generative AI features which may require generative credits. Generative credits allow you to generate outputs based on the inputs you provide to certain generative AI features.'

Analysis: This language indicates that the AI credits are a distinct feature that can be used independently of the subscription service.

'Your subscription begins as soon as your initial payment is processed. You will be charged, in one lump sum, the annual rate stated at the time of purchase, plus applicable taxes.'

Analysis: This clause shows that the subscription service is a separate financial commitment, further supporting its distinctness.

Authoritative Guidance:

ASC 606-10-25-19: 'A good or service that is promised to a customer is distinct if both of the following criteria are met: (a) The customer can benefit from the good or service either on its own or together with other resources that are readily available to the customer. (b) The entity's promise to transfer the good or service to the customer is separately identifiable from other promises in the contract.'

Application: This guidance applies as both the subscription service and AI credits provide distinct benefits and are separately identifiable.

ASC 606-10-25-21: 'In assessing whether an entity's promises to transfer goods or services to the customer are separately identifiable, the objective is to determine whether the nature of the promise, within the context of the contract, is to transfer each of those goods or services individually rather than to transfer a combined item or items to which the promised goods or services are inputs.'

Application: This supports the distinctness of the subscription and AI credits as they are not inputs to a combined output.

Key Professional Judgments:

1. The subscription service and generative AI credits are distinct because they provide separate benefits and are not interdependent.
2. The contract language supports the separation of performance obligations, as the subscription and AI credits are described in distinct sections.

Step 3: Determine the Transaction Price

CONCLUSION:

The transaction price for Adobe's subscription service is determined to be the fixed annual rate stated at purchase, with careful consideration of variable components such as potential rate changes and tax adjustments, while ensuring compliance with ASC 606 guidance on variable consideration and constraints.

Detailed Analysis & Reasoning:

In determining the transaction price under ASC 606, it is crucial to evaluate both fixed and variable considerations. The contract specifies a fixed annual rate for the subscription service, which forms the basis of the transaction price. However, the presence of potential rate changes upon renewal introduces a variable consideration component. According to ASC 606-10-32-5, variable consideration should be

estimated using either the expected value or the most likely amount method. Given the nature of the contract, where rate changes are communicated prior to renewal, the most likely amount method is appropriate as it considers the most probable outcome based on historical data and customer communication. Additionally, the contract allows for mid-term adjustments in tax-inclusive pricing if VAT or GST rates change. This necessitates an assessment under ASC 606-10-32-6, which advises applying a constraint to variable consideration to ensure that it is not probable that a significant reversal of cumulative revenue will occur. Adobe's practice of notifying customers of rate changes and tax adjustments provides a reasonable assurance that such reversals are unlikely, thus supporting the inclusion of these variable amounts in the transaction price. The time value of money is another consideration under ASC 606-10-32-15, which requires adjustment if the timing of payments provides a significant financing component. However, the contract specifies annual lump-sum payments without extended payment terms, indicating that the time value of money is not applicable in this scenario. Furthermore, noncash consideration is not present, as the contract involves monetary payments only. EY's guidance reinforces the importance of evaluating the likelihood of a significant revenue reversal when estimating variable consideration. **EY Guidance: 'Entities should apply judgment to determine whether it is probable that a significant reversal in the amount of cumulative revenue recognized will not occur when the uncertainty associated with the variable consideration is subsequently resolved.'** This aligns with the contract's provisions for notifying customers of rate changes, thereby mitigating the risk of revenue reversal. In summary, the transaction price is primarily the fixed annual rate, with adjustments for variable considerations such as rate changes and tax adjustments. The absence of a significant financing component and noncash consideration simplifies the determination process, ensuring compliance with ASC 606.

Supporting Contract Evidence:

'You will be charged, in one lump sum, the annual rate stated at the time of purchase, plus applicable taxes.'

Analysis: This clause establishes the fixed consideration component of the transaction price.

'We may change your plan's rate each annual renewal term, and we will notify you of any rate change with the option to cancel.'

Analysis: This clause introduces variable consideration related to potential rate changes, necessitating estimation under ASC 606.

'If the applicable VAT or GST rate changes during your one-year term, we will accordingly adjust the tax-inclusive price for your plan mid-term on your next billing date.'

Analysis: This clause indicates variable consideration due to tax adjustments, requiring constraint evaluation.

Authoritative Guidance:

ASC 606-10-32-5: 'An entity shall estimate an amount of variable consideration by using either of the following methods, depending on which method the entity expects to better predict the amount of consideration to which the entity will be entitled: (a) The expected value—The expected value is the sum of probability-weighted amounts in a range of possible consideration amounts. (b) The most likely amount—The most likely amount is the single most likely amount in a range of possible consideration amounts (i.e., t...

Application: This guidance is applied to estimate the variable consideration related to potential rate changes upon renewal.

ASC 606-10-32-6: 'An entity shall include in the transaction price some or all of an amount of variable consideration estimated in accordance with paragraph 606-10-32-5 only to the extent that it is probable that a significant reversal in the amount of cumulative revenue recognized will not occur when the uncertainty associated with the variable consideration is subsequently resolved.'

Application: This guidance supports the inclusion of variable consideration related to tax adjustments, as the contract provides mechanisms to mitigate significant reversals.

Key Professional Judgments:

1. The most likely amount method is used to estimate variable consideration related to rate changes, as it aligns with the contract's provisions for customer notifications.
2. The absence of extended payment terms and the specification of annual lump-sum payments indicate that the time value of money is not applicable.

Step 4: Allocate the Transaction Price

CONCLUSION:

The transaction price should be allocated based on the relative standalone selling prices of the subscription services and generative AI credits, ensuring compliance with ASC 606 and considering the absence of observable prices for the free trial period.

Detailed Analysis & Reasoning:

In allocating the transaction price under ASC 606, the primary focus is on determining the standalone selling prices of the distinct goods or services in the contract. The contract in question includes a subscription service and generative AI credits, both of which are distinct performance obligations. The free trial period does not constitute a separate performance obligation as it is a marketing incentive and does not transfer a good or service to the customer. According to **ASC 606-10-32-28: 'The transaction price shall be allocated to each performance obligation identified in the contract on a relative standalone selling price basis.'** This guidance mandates that the transaction price be allocated based on the relative standalone selling prices of the subscription and the generative AI credits. The subscription's standalone selling price can be determined based on the annual rate stated at the time of purchase, as indicated in the contract:

'You will be charged, in one lump sum, the annual rate stated at the time of purchase, plus applicable taxes.'

The generative AI credits, however, may not have an observable standalone selling price, requiring estimation. **ASC 606-10-32-34: 'If a standalone selling price is not directly observable, an entity shall estimate the standalone selling price.'** This estimation can be based on adjusted market assessment or expected cost plus margin approaches. The contract does not provide explicit pricing for the generative AI credits, necessitating an estimation approach. The EY guidance supports this approach, stating that when observable prices are unavailable, entities should use estimation methods to determine the standalone selling prices. **EY Guidance: 'Entities should use a consistent method to estimate standalone selling prices when observable prices are not available, ensuring that the method reflects the entity's pricing practices.'** The allocation of any discounts should also be considered. In this contract, no explicit discounts are mentioned, simplifying the allocation process. However, if discounts were present, they would need to be allocated proportionally based on the standalone selling prices unless specific criteria for allocating discounts to specific performance obligations are met. **ASC 606-10-32-36: 'An entity shall allocate a discount entirely to one or more, but not all, performance obligations in the contract if the entity has observable evidence that the entire discount relates to only one or more performance obligations in the contract.'** In conclusion, the transaction price allocation requires careful consideration of the standalone selling prices of the subscription and generative AI credits, with estimation methods applied where direct observation is not possible.

Supporting Contract Evidence:

Direct quote from contract: 'You will be charged, in one lump sum, the annual rate stated at the time of purchase, plus applicable taxes.'

Analysis: This indicates the standalone selling price for the subscription service, which is used in the allocation process.

Direct quote from contract: 'Generative credits allow you to generate outputs based on the inputs you provide to certain generative AI features.'

Analysis: This highlights the distinct nature of the generative AI credits as a separate performance obligation.

Authoritative Guidance:

ASC 606-10-32-28: 'The transaction price shall be allocated to each performance obligation identified in the contract on a relative standalone selling price basis.'

Application: This guidance applies as it directs the allocation of the transaction price based on standalone selling prices, which is crucial for the subscription and AI credits.

ASC 606-10-32-34: 'If a standalone selling price is not directly observable, an entity shall estimate the standalone selling price.'

Application: This is relevant for estimating the standalone selling price of the generative AI credits, which are not directly priced in the contract.

Key Professional Judgments:

1. The free trial period is not considered a separate performance obligation as it does not transfer a good or service to the customer.
2. Estimation methods are necessary for the generative AI credits due to the lack of observable standalone selling prices.

Step 5: Recognize Revenue

CONCLUSION:

Revenue should be recognized at a point in time when the subscription begins, as control transfers to the customer upon payment processing, aligning with ASC 606 guidance on control transfer and point-in-time recognition.

Detailed Analysis & Reasoning:

In analyzing the Adobe contract for revenue recognition under ASC 606, the primary consideration is whether revenue should be recognized over time or at a point in time. According to the contract, the subscription begins as soon as the initial payment is processed, indicating a point-in-time recognition. This aligns with ASC 606-10-25-30, which states that revenue is recognized at a point in time when control transfers to the customer. In this case, control is transferred when Adobe processes the payment, as the customer gains access to the services immediately thereafter. The

contract specifies that the subscription will automatically renew annually, with charges applied to the customer's payment method. This suggests that each renewal is a separate transaction, reinforcing the point-in-time recognition at each renewal date. ASC 606-10-25-23 emphasizes that control is transferred when the customer has the ability to direct the use of and obtain substantially all of the remaining benefits from the asset. Here, the asset is the access to Adobe's services, which the customer can fully utilize once the payment is processed. Additionally, the contract's cancellation terms indicate that if the customer cancels within 14 days, they receive a full refund, suggesting that the initial recognition of revenue is contingent upon this period. However, once this period lapses, the revenue is fully recognized as the customer has committed to the subscription term. This aligns with ASC 606-10-25-31, which states that revenue is recognized when the entity has a present right to payment. The contract does not include any significant financing components, as payments are made upfront or at renewal, and there is no indication of extended payment terms. This simplifies the revenue recognition process, as there is no need to adjust for the time value of money. Furthermore, the absence of customer acceptance clauses or bill-and-hold arrangements eliminates potential complications in determining the point of control transfer.

Supporting Contract Evidence:

"Your subscription begins as soon as your initial payment is processed."

Analysis: This indicates that control is transferred at the point of payment processing, supporting point-in-time revenue recognition.

"If you cancel within 14 days of your initial order, you'll be fully refunded."

Analysis: This clause suggests that revenue recognition is contingent upon the lapse of the cancellation period, after which revenue is fully recognized.

Authoritative Guidance:

ASC 606-10-25-23: "An entity shall recognize revenue when (or as) the entity satisfies a performance obligation by transferring a promised good or service (that is, an asset) to a customer. An asset is transferred when (or as) the customer obtains control of that asset."

Application: This guidance applies as Adobe transfers control of its services to the customer upon processing payment, indicating point-in-time recognition.

ASC 606-10-25-30: "An entity shall recognize revenue at a point in time when it satisfies a performance obligation by transferring control of a promised good or service to a customer at a point in time."

Application: This supports recognizing revenue when the subscription begins, as control is transferred at payment processing.

Key Professional Judgments:

1. Revenue should be recognized at a point in time upon payment processing, as control transfers to the customer.
2. The absence of significant financing components simplifies the revenue recognition process, allowing for straightforward application of ASC 606.

4. KEY PROFESSIONAL JUDGMENTS

Key Judgments

1. **Existence of a Contract and Enforceability:** The presence of a free trial does not negate the existence of a contract under ASC 606-10-25-1, as the transition to a paid subscription fulfills the criteria for revenue recognition. The contract is deemed enforceable due to clearly defined terms regarding subscription commencement and payment obligations, which are consistent with ASC 606-10-25-2. Alternative treatments, such as considering the free trial as a separate contract, were evaluated but deemed inappropriate as the trial period is integral to the overall subscription agreement.
2. **Distinct Performance Obligations:** The subscription service and the associated generative AI credits are identified as distinct performance obligations in accordance with ASC 606-10-25-19. Each component provides separate benefits to the customer and is not interdependent, as supported by the contract language that delineates the subscription and AI credits in separate sections.

Alternative considerations regarding the bundling of these services were assessed; however, the distinct nature of the benefits received by the customer justifies their separation.

3. **Estimation of Variable Consideration:** The use of the most likely amount method to estimate variable consideration related to potential rate changes aligns with the guidance in ASC 606-10-32-11. This method is appropriate given the contract's provisions for customer notifications regarding rate changes. The analysis also indicates that the absence of extended payment terms and the specification of annual lump-sum payments render the time value of money immaterial, simplifying the revenue recognition process. Alternative methods, such as the expected value approach, were considered but ultimately rejected due to the clarity of the contractual terms.
4. **Revenue Recognition Timing:** Revenue should be recognized at a point in time upon payment processing, as control transfers to the customer at that moment, in accordance with ASC 606-10-25-30. The evaluation confirmed that there are no significant financing components present, which further streamlines the application of ASC 606 and supports the timing of revenue recognition. Other potential treatments, such as recognizing revenue over time, were considered but found to be inconsistent with the nature of the transaction and the transfer of control.

5. FINANCIAL IMPACT ASSESSMENT

Financial Impact Analysis for ASC 606 Compliance

Revenue Recognition Impact

In accordance with ASC 606, revenue is recognized when control of the promised goods or services is transferred to the customer, which, in this case, occurs at the point in time when the subscription begins and payment is processed. Although the transaction price has not been specified, it is critical to establish the total contract value based on the subscription terms agreed upon with the customer, Lee. The timing of revenue recognition will align with the subscription commencement date, resulting in the recognition of revenue in the period when the subscription service is made available to the customer.

Given the nature of the subscription service, it is likely that there will be no deferred revenue or contract assets at the point of revenue recognition, provided that payment is received upfront. If the payment is made in advance of the subscription start date, a deferred revenue liability will be recognized until the subscription period begins. Conversely, if payment occurs post-subscription commencement, a contract asset may arise until payment is collected.

Suggested Journal Entries

Assuming the total contract value for the subscription is \$1,200, with payment received upfront, the following journal entries would be applicable:

1. Contract Inception Entries:

Upon receipt of payment at the inception of the contract:

Debit: Cash	\$1,200
Credit: Deferred Revenue	\$1,200

This entry reflects the cash received from the customer and establishes a liability for the deferred revenue, as the service has not yet been delivered.

2. Revenue Recognition Entries:

At the point in time when the subscription begins (assuming this is at the end of the month):

Debit: Deferred Revenue	\$1,200
Credit: Service Revenue	\$1,200

This entry recognizes the revenue as the subscription service is now available to the customer, effectively transferring control.

3. Performance Obligation and Contract Asset/Liability Entries:

If the subscription service is provided over a period (e.g., monthly), and payment is received in advance, the deferred revenue will be recognized as revenue over the subscription term. If payment is received after the subscription period begins, the following entry would be made upon receipt of payment:

Debit: Contract Asset	\$1,200
Credit: Revenue	\$1,200

This entry reflects the recognition of revenue for services rendered and the establishment of a contract asset until payment is received.

Key Financial Statement Effects

The revenue recognition will have a direct impact on the income statement, where the recognized revenue of \$1,200 will contribute to the total revenue for the period in which the subscription begins. This timing is crucial as it aligns with the delivery of the service, ensuring compliance with ASC 606.

On the balance sheet, the initial entry will show an increase in cash and a corresponding increase in deferred revenue, reflecting the liability until the service is delivered. Upon revenue recognition, the deferred revenue will decrease, and service revenue will increase, resulting in a neutral effect on total assets and liabilities post-recognition.

From a cash flow statement perspective, the cash inflow from the customer will be reflected in the operating activities section upon receipt of payment. The subsequent recognition of revenue does not impact cash flows directly, as it is a non-cash accounting entry. However, it does enhance the financial performance metrics by increasing recognized revenue, which may positively influence future cash flow projections and operational assessments.

In summary, the financial impact of this transaction under ASC 606 is characterized by the timing of revenue recognition, the establishment and subsequent release of deferred revenue, and the implications for the income statement, balance sheet, and cash flow statement. Proper adherence to these principles will ensure accurate financial reporting and compliance with the revenue recognition standard.

6. CONCLUSION AND RECOMMENDATIONS

Conclusion

In summary, the analysis confirms that the contract in question is compliant with ASC 606, meeting all necessary criteria for revenue recognition. The contract is enforceable, possesses commercial substance, and demonstrates probable collectibility, even with the inclusion of a free trial component. This assessment underscores the importance of recognizing the distinct performance obligations

associated with both the subscription service and the generative AI credits, which provide unique benefits to the customer and warrant separate accounting treatment.

Overall Compliance Assessment:

The contract adheres to ASC 606 principles, with no significant areas of concern identified. The determination of the transaction price, including the allocation based on relative standalone selling prices, aligns with the guidance provided in ASC 606. However, it is essential to remain vigilant regarding the variable components of the transaction price, particularly any potential future rate changes or tax implications that could affect revenue recognition.

Key Takeaways for Technical Accounting Team / Audit File:

1. Ensure that the distinct performance obligations are clearly documented and supported by evidence of their separate benefits to the customer.
2. Maintain a thorough understanding of the fixed annual rate and any variable considerations that may arise, as these will impact revenue recognition and financial reporting.
3. Document the rationale for the allocation of the transaction price, particularly in light of the absence of observable prices during the free trial period.

Implementation Considerations:

Moving forward, the technical accounting team should establish a robust documentation process to support the revenue recognition framework outlined in this memo. This includes maintaining records of customer agreements, performance obligations, and the rationale for transaction price allocation. Additionally, regular monitoring of customer contracts and any changes in pricing structures will be crucial to ensure ongoing compliance with ASC 606. It is recommended to schedule periodic reviews to assess the impact of any changes in market conditions or regulatory guidance on the revenue recognition process.

By adhering to these guidelines and maintaining diligent oversight, the organization can ensure accurate financial reporting and compliance with ASC 606, ultimately supporting informed decision-making and strategic planning.

CONFIDENTIAL: This memorandum contains confidential and proprietary information. Distribution is restricted to authorized personnel only.

PREPARED BY: ASC 606 AI Analyst
REVIEWED BY: [To be completed]
APPROVED BY: [To be completed]