



Yamaha Unified Communications, INC. MINIMUM ADVERTISED PRICE (MAP) POLICY

Effective May 6th, 2019

Yamaha Unified Communications, Inc. (“Yamaha UC”) actively supports the advertising and promotion of its products through the resellers of Yamaha UC products. Yamaha UC has built a strong reputation among customers for high-quality products, customer service, and technical support. In order to protect this reputation and the reputation of its products, Yamaha UC seeks to ensure that its resellers have the appropriate incentives to invest adequately in promotion, sales, and after-sales customer support services, and that its distributors participate in announcing and promoting this Policy. To that end, Yamaha UC has determined that it shall not provide technical service or support for, or honor warranties or warranty claims on, Yamaha UC products advertised or promoted in a manner that detracts from the value of the Yamaha UC brand.

Effective as of May 6th, 2019, Yamaha UC has established a unilateral Minimum Advertised Price (“MAP”) Policy, applicable equally to all resellers for Yamaha UC products listed on the list of products covered by the MAP policy and published by Yamaha UC. The MAP Policy shall operate as follows:

1. To qualify for technical service, support and warranty protection, pricing in reseller advertisements of these Yamaha UC products must be equal to or greater than the MAP. Two or more Yamaha UC products advertised and sold together may not be advertised at less than the combined MAP of the two (or more) products. The advertised price of Yamaha UC products bundled together with any third-party product(s) may not be less than the fair market value of the third party product(s) combined with the MAP of the Yamaha UC product(s). An advertisement where no price is shown shall be considered to be in compliance with the MAP Policy.
2. The MAP for the products shall be as listed at any given time and available at uc.yamaha.com/MAP_Pricing. The MAP may be adjusted and made effective at such times and from time to time as Yamaha UC may determine in its sole discretion. The MAP shall apply equally to all resellers.
3. The MAP Policy applies ONLY to advertised prices and does NOT apply to the price at which the products are actually sold or offered for sale to an individual customer within the reseller’s retail location, over the telephone, through individualized, private electronic communication, or through e-commerce. Yamaha UC recognizes that resellers are free to sell or give away product at their sole discretion and at a price within their sole determination.
4. The MAP policy does NOT establish maximum advertised prices. Resellers may offer Yamaha UC products at any price in excess of the MAP established for each product.
5. The Yamaha UC MAP Policy does not limit the ability of a reseller to advertise that they “have the lowest prices” or that they “will meet or beat any competitor’s price,” or phrases of similar kind as long as the price advertised or listed for the product(s) is not below the MAP.
6. From time to time, Yamaha UC may discontinue models or engage in promotions with respect to certain products. In such events, Yamaha UC reserves the right to modify or suspend the MAP Policy with respect to those products by notifying all resellers of such modification or suspension.
7. The MAP Policy applies to all advertisements of the listed Yamaha UC products in any and all media, including, without limitation, flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs,



mail order catalogs, television, radio, public signage, and internet, internet auction/bidding forums, internet e-commerce, email or similar electronic media.

8. Violation of the MAP Policy will result in the unilateral cancellation of technical support services and warranties for the product(s) advertised or promoted in violation of the MAP Policy. Yamaha UC reserves the right to unilaterally cancel technical support service and warranties under this MAP Policy without prior notice and without warning. Yamaha UC reserves the right to remove reseller rights from resellers in violation of the MAP policy.

9. Yamaha UC will not be obligated to discuss this unilateral MAP Policy with resellers outside of providing the terms of the policy and, in its discretion, examples of compliant and noncompliant advertising.

10. The terms of the Policy are without prejudice to any rights or remedies Yamaha UC or its distributors, and any obligations or responsibilities its distributors or resellers, may otherwise have under applicable law.