

# US Minimum Advertised Price Policy (MAP)

## Policy Statement

Tempo Communications, in its sole discretion, reserves the right to discontinue doing business with any reseller that advertises any product(s) covered by this MAP policy at a price lower than the MAP. MAP pricing is also referred to as "List Price" and included in on all Tempo Communications price sheets.

## General Guidelines

The products covered by this policy are published at [www.tempocom.com](http://www.tempocom.com) or available via phone request from 800.642.2155 or via email request at [sales@tempocom.com](mailto:sales@tempocom.com). Tempo Communications may in its sole discretion modify this list from time to time.

Tempo Communications recognizes that Distributors are free to make their own decisions to advertise and sell any Tempo Communications product at any price they choose, without consulting or advising Tempo Communications. Similarly, Tempo Communications will exercise its right to make its own decisions regarding the Tempo Communications Authorized Reseller Program, supplemental marketing materials, point-of-purchase displays, product allocation, new product availability, or future promotional, joint marketing, or sponsorship programs.

The MAP policy applies to advertised prices, not the price at which MAP products are actually sold or offered for sale to an individual in-store or over the telephone.

Tempo Communications believes in maintaining a well regulated and fair marketplace for all its authorized resellers.

## Advertising Guidelines

The MAP policy applies to all advertisements of MAP products in any and all media, including but not limited to flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, television, radio, and public signage, as well as Internet sites, social media sites, apps, or any other electronic media.

The MAP policy does not apply to solely on-premise or in-store advertising that is not distributed to customers.

Website features such as "click for price," automated "bounce-back" pricing e-mails, pre-formatted e-mail responses, forms, automatic price display for any items prior to being placed in a customer's shopping cart and other similar features are considered to be communications initiated by the Distributor (rather than by the customer) and thereby constitute "advertising" under this MAP policy.

It shall not be a violation of this MAP policy to advertise that a customer may "call for price" or "email for price," or to use similar language, specifically with respect to Tempo Communications products, so long as no price is listed.

This MAP policy also applies to any activity which Tempo Communications determines, in its sole discretion, is designed or intended to circumvent the intent of this MAP policy, such as solicitations for "group purchases" and the like.

It shall not be a violation of this MAP policy to advertise in general that the reseller has "the lowest prices" or will match or beat its competitors' prices, or to use similar phrases; so long as the reseller does not include any advertised price below MAP and otherwise complies with this MAP policy.

From time to time, Tempo Communications may permit resellers to advertise MAP products at prices lower than the MAP retail price. In such events, Tempo Communications reserves the right to modify or suspend the MAP retail price with respect to the affected products for a specified period of time by providing advance notice to all resellers of such changes.

From time to time, Tempo Communications may offer a direct manufacturer's rebate to customers. In such events, it shall not be a violation of this MAP policy to advertise the availability of the manufacturer's rebate, provided that:

- i. the advertisement includes a MAP-compliant price, the rebate amount, and the net price after manufacturer's rebate in the same type size and style;
- ii. an asterisk is placed next to the net price after manufacturer's rebate; and
- iii. "after manufacturer's rebate" appears in the same area of the advertisement as the advertised product.

## Bundling Guidelines

“Bundling” or advertising Tempo Communications products for sale together with other products will violate this MAP policy when:

- i. the effective or stated price of the bundle represents a discount of greater than 15% of the MAP; or
- ii. the product(s) bundled with MAP products violate Tempo Communications's Intellectual Property rights; or
- iii. the product(s) bundled with MAP products violate the Tempo Communications Terms and Conditions Policy (<https://www.tempocom.com/terms-of-use/>); or
- iv. the product(s) bundled with MAP products include words, packaging, graphics, or other indicia which may create customer confusion as to the source of the product(s); or
- v. the effective or stated discount is greater than 15% of the highest priced item in the bundle.

Product(s) bundled with the MAP products must not, without conspicuous warning, be:

- i. technically incompatible; or
- ii. in the case of memory storage products, be of a speed or class that is likely to result in a degradation of quality or performance of the associated MAP product(s);
- iii. in the case of non-memory storage products, create or encourage additional risk of damage, bodily injury, or death to the customer if used together.

Gift cards, coupons, points, or other incentives which are contingent on the purchase of a MAP product will violate this MAP policy when:

- i. the effective or stated price of the bundle represents an immediate discount of greater than 15% of the MAP; or
- ii. the effective or stated price of the bundle represents a discount of greater than 15% of the MAP after taking into consideration any contingent future purchase.

Rebate programs from Tempo Communications, whether on MAP products or Tempo Communications's partners' products, are exempt from this policy.

## Policy Enforcement

If a Distributor with multiple store locations violates this MAP policy at any one store location, or on any associated website, then Tempo Communications will consider this to be a violation by the Distributor .

Tempo Communications reserves the right to cancel any pending orders, restrict future orders, rescind any discounts, or suspend Distributor s' account if Tempo Communications reasonably believes:

- i. a Distributor has violated the provisions of this policy; or
- ii. a Distributor intends to violate this policy.

Tempo Communications's MAP policy Administrator is solely responsible for determining whether a violation of the MAP policy has occurred, as well as determining appropriate sanctions.

Waivers to this MAP policy may be granted in Tempo Communications's sole discretion by the MAP policy Administrator in writing. Tempo Communications Sales, Marketing, or other personnel are not authorized to modify or grant exceptions to the MAP Policy. In the event that the MAP policy Administrator authorizes a waiver to the MAP policy, Distributors must strictly adhere to the terms of the waiver letter. Deviation from the terms of a waiver letter is a violation of the MAP policy.

Tempo Communications reviews the advertised prices of Distributor s, either directly or via the use of third-party agencies or tools. Distributor s are expected to provide reasonable cooperation in any Tempo Communications investigations regarding possible MAP policy violations. Hindering, obstructing, delaying, or otherwise failing to cooperate with a Tempo Communications MAP policy investigation is a violation of this MAP policy.

The MAP policy will be enforced by Tempo Communications in its sole discretion and without notice. Distributors and resellers have no right to enforce the MAP policy. Violations of this policy may result in any of the aforementioned sanctions up to and including termination of our business relationship, as well as any available remedies at law. All questions related to this MAP policy should be directed in email to [sales@TempoCommunications.com](mailto:sales@TempoCommunications.com).