Global Caché MAP Policy

Policy Summary

Global Caché has determined that its interests are best served through its adoption of this Minimum Advertised Price ("MAP") policy. This MAP policy is designed to (1) encourage and enable our channel partners to provide desirable pre-sales and post-sales services and infrastructure by protecting the expected margins from which such activities can be funded, (2) support the Global Caché brand as a premium offering and (3) avoid resellers' free riding on other resellers' promotional efforts.

Policy Coverage

This MAP policy covers all Global Caché resellers located in, or selling into, the U.S. and Canada. Although resellers remain free to establish their own advertised prices, Global Caché will unilaterally determine consequences for any resellers who advertise applicable Global Caché products at prices below those specified in this Policy.

Affected Advertising

The MAP policy applies to all advertisements of specific Global Caché products in any and all media including, without limitation, (a) print ads (such as in newspapers or magazines, flyers, posters, coupons, mailers, inserts, and catalogs), (b) audio-visual ads (such as television or radio), (c) signage (whether public signage or in-store signage), and (d) on-line ads (such as Internet or similar electronic media). Online advertising specifically includes "shopping carts," "member prices," "logged-in" customer areas, and any communication or display of a price accessible by a search engine, web crawler and/or specialized shopping and pricing engines. Advertising includes any websites or other places accessible by the internet including, without limitation, auction sites (e.g., eBay and Buy-it-Now).

Minimum Advertised Price

The current listing of products and applicable MAP prices are published on Global Caché's MAP policy page (https://www.globalcache.com/map.html). The products and MAP may be changed from time to time at Global Caché's sole discretion. Global Caché resellers are responsible for remaining current with MAP policy, products and pricing.

MAP does not apply to the price at which the products are actually sold and applies only to advertised prices. Advertising of any price below the MAP price for a product is a violation of this policy. Advertising in a way that (a) suggests that the Dealer is offering a Product at prices below MAP or (b) otherwise solicits potential customers to place the Product in another stage of an online transaction that ultimately displays a price lower than the MAP, is a violation of this Policy. Examples of such violations include, without limitation, "prices too low to mention," or "our manufacturer won't let us tell you the price," "click for price," "mouse over for price," a MAP strike-through (example: ~~$339.00~~), "see final price at check out," or "call for

price.”

Global Caché products not specifically identified in this policy are not subject to the MAP policy. Each advertisement below the MAP will be a violation of the policy.

Noncompliance

Each reseller is solely responsible for deciding whether to comply with this MAP Policy. Global Caché is solely responsible for determining whether a reseller has chosen not to comply with this MAP Policy and for imposing consequences if a reseller so chooses. Consequences include but are not limited to: (a) suspending shipments of the product that is advertised at a price below MAP, (b) suspending shipment of a broader category of products, (c) suspending all Global Caché products, and (d) terminating Global Caché’s relationship with the reseller. In no event will Global Caché provide advertisement credits for an advertisement that does not comply with this policy.

Noncompliance with this MAP policy will have the same effect whether it is deliberate or inadvertent. Consequently, Global Caché will not accept any explanation or excuse from a reseller who has failed to comply. Neither will Global Caché accept any promise of future compliance.

Unilateral Action

Global Caché is not seeking agreement from any reseller to adhere to this MAP policy, and no representative of Global Caché is authorized to solicit or accept any such agreement. It is entirely within the discretion of each reseller whether to comply or not comply. Global Caché sales personnel have no authority to modify or grant exceptions to this policy or to provide interpretations of this Policy. Global Caché is not bound by any exception or interpretation that a reseller believes it has received.

This MAP policy is non-negotiable and will not be altered for any reseller.

Policy Modifications

Global Caché reserves the right at any time to modify, suspend, or discontinue the MAP policy in whole or in part or designate promotional periods during which the terms of the policy change or designate periods of time during which the policy is not applicable. Policy modifications will be made available on the Global Caché website at www.globalcache.com.

Contact

Global Caché will implement this policy and monitor for compliance using Global Caché’s own resources. No reseller is required or encouraged to report any other reseller’s noncompliance. If a reseller chooses to report another reseller’s noncompliance, such report should be directed solely to the Global Caché policy administrator at MAPadmin@globalcache.com. Global Caché generally does not discuss with one reseller Global Caché’s business dealings with another reseller, and reporting a potential policy compliance issue does not entitle the reporting reseller to know Global Caché’s decision on the matter.