



NORTH AMERICA (U.S. & CANADA) MINIMUM ADVERTISED PRICE (MAP) POLICY

Publish date: 22nd of July, 2021

Effective date: 1st of August, 2021

1. Introduction

CODA Intelligence (U.S.), Inc. (CODA) actively supports the advertising and promotion of its products by its domestic partners and sales representatives through materials provided by CODA at no cost. We recognize that our success is tied to the success of our network of global CODA Partners.

We also know that many of our CODA Partners invest significant time, training, and resources to deliver continuous vulnerability management services to businesses and other managed service providers that operate under existing CODA Partnership agreements. We want to protect their ability to do so while at the same time discouraging price-based advertising that would be detrimental to our CODA Partners' service and support efforts. As a result, CODA has established a Minimum Advertised Price ("MAP") Policy to preserve our strong reputation for providing businesses with high-value security products and post-sales support.

We greatly appreciate the efforts of all CODA Partners to distribute our products and support their end-customers at a best-in-class level of service, which in turn translates into a pricing policy at the industry level.

2. Policy Statement

In its sole discretion, CODA reserves the right to discontinue doing business with any CODA Partner that advertises any CODA Product(s) covered by this MAP Policy at a price lower than the MAP.

3. General Guidelines

- 3.1 The CODA products covered by this Policy are listed in Section 5 ("MAP Products"). CODA may, in its sole discretion, modify this list from time to time.
- 3.2 CODA recognizes that CODA Partners are free to make their own decisions to advertise and sell any CODA Product at any price they choose, without consulting or advising CODA. Similarly, CODA will exercise its right to make its own decisions regarding the CODA Partner Program ('CPP'), supplemental marketing materials, new product availability, or future promotional, joint marketing, or sponsorship programs, as well as providing targeted training for the efficient implementation of CODA products. CODA does not restrict in any way the specific sale price of their Partners. It is in the best interest of the distribution channels to provide high-quality

products and not to use advertised pricing below the costs of obtaining such products and services

3.3 The MAP Policy applies to advertised prices, not the price at which MAP products are sold or offered for sale to a business via direct sales (over the telephone, email, or in other direct forms).

3.4 CODA believes in maintaining a transparent, well-principled, and fair marketplace for all CODA Partners.

4. Advertising Guidelines

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

4.2 Website features such as "click for price," automated "bounce-back" pricing emails, pre-formatted email responses, forms, automatic price display for any items prior to being placed in an end-customer's shopping cart, and other similar features are considered to be communications initiated by the CODA Partner (rather than by the end-customer) and thereby constitute "advertising" under this MAP Policy.

4.3 It shall not be a violation of this MAP Policy to advertise that an end-customer may "call for price" or "email for price," or to use similar language, specifically with respect to CODA Products, so long as no price is listed.

4.4 This MAP Policy also applies to any activity which CODA 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.

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

4.6 From time to time, CODA may permit CODA Partners to advertise MAP Products at prices lower than the MAP retail price. In such events, CODA 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 other CODA Partners of such changes.

5. Bundling Guidelines

5.1 "Bundling" or advertising CODA Products for sale together with other products will violate this MAP Policy when:

5.1.1 the effective or stated price of the bundle represents a discount of greater than 15% of the MAP; or

5.1.2 the product(s) bundled with MAP Products violate CODA's Intellectual Property rights; or

5.1.3 the product(s) bundled with MAP products violate the CODA Trademark & Brand Policy (<https://codaintelligence.com/terms/>); or

5.1.4 the product(s) bundled with MAP Products include words, packaging, graphics, or other indicia which may create end-customer confusion as to the source of the product(s); or

5.1.5 the effective or stated discount is greater than 15% of the highest-priced item in the bundle.

- 5.2 Product(s) bundled with the MAP products must not, without conspicuous warning, be:
 - 5.2.1 technically incompatible; or
 - 5.2.2 in the case of memory storage products or virtual computing resources, be of a speed or class that is likely to result in a degradation of quality or performance of the associated MAP product(s); or
 - 5.2.3 in the case of non-memory storage products, create or encourage additional risk of damage, bodily injury, or death to the end-customer if used together.
- 5.3 Gift cards, coupons, points, or other incentives which are contingent on the purchase of a MAP Product will violate this MAP Policy when:
 - 5.3.1 the effective or stated price of the bundle represents an immediate discount of greater than 15% of the MAP; or
 - 5.3.2 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.
- 5.4 Rebate programs from CODA, whether on MAP products or CODA's partners' products, are exempt from this Policy.

6. Policy Enforcement

- 6.1 Suppose a CODA Partner with multiple locations violates this MAP Policy at any one location or on any associated website. In that case, CODA will consider this to be a violation by the CODA Partner.
- 6.2 CODA reserves the right to cancel any pending orders, restrict future orders, or suspend CODA Partners' account if CODA reasonably believes:
 - 6.2.1 a CODA Partner has violated the provisions of this Policy; or
 - 6.2.2 a CODA Partner intends to violate this Policy.
- 6.3 CODA's MAP Policy Administrator is solely responsible for determining whether a violation of the MAP Policy has occurred, as well as determining appropriate sanctions.
- 6.4 Waivers to this MAP Policy may be granted in CODA's sole discretion by the MAP Policy Administrator in writing. CODA 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, CODA Partners 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.
- 6.5 CODA reviews the advertised prices of CODA Partners, either directly or via third-party agencies or tools. CODA Partners are expected to provide reasonable cooperation in any CODA investigations regarding possible MAP Policy violations. Hindering, obstructing, delaying, or otherwise failing to cooperate with a CODA MAP Policy investigation is a violation of this MAP Policy.
- 6.6 CODA will enforce the MAP Policy at its sole discretion and without notice. CODA Partners 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 legal@codaintelligence.com.