

YOUR LOGO HERE

[YOUR BRAND NAME] Minimum Advertised Price (MAP) Policy Example

The information provided on this document does not, and is not intended to, constitute legal advice; instead, all information, content, and materials available on this document are for general informational purposes only.

1. Introduction

[YOUR BRAND NAME] actively supports the advertising and promotion of its products by its domestic partners and sales representatives through materials provided by [YOUR BRAND NAME] at no cost. We recognize that our success is tied to the success of our network of global [YOUR BRAND NAME] Partners.

We also know that many of our [YOUR BRAND NAME] Partners invest significant time, training, and resources to deliver continuous vulnerability management services to businesses and other managed service providers that operate under existing [YOUR BRAND NAME] 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 [YOUR BRAND NAME] Partners' service and support efforts. As a result, [YOUR BRAND NAME] 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 [YOUR BRAND NAME] 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, **[YOUR BRAND NAME]** reserves the right to discontinue doing business with any **[YOUR BRAND NAME]** Partner that advertises any **[YOUR BRAND NAME]** Product(s) covered by this MAP Policy at a price lower than the MAP.

3. General Guidelines

- 3.1 The **[YOUR BRAND NAME]** products covered by this Policy are listed in Section 5 (“MAP Products”). **[YOUR BRAND NAME]** may, in its sole discretion, modify this list from time to time.
- 3.2 **[YOUR BRAND NAME]** recognizes that **[YOUR BRAND NAME]** Partners are free to make their own decisions to advertise and sell any **[YOUR BRAND NAME]** Product at any price they choose, without consulting or advising **[YOUR BRAND NAME]**. Similarly, **[YOUR BRAND NAME]** will exercise its right to make its own decisions regarding the **[YOUR BRAND NAME]** Partner Program, 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 **[YOUR BRAND NAME]** products. **[YOUR BRAND NAME]** 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 **[YOUR BRAND NAME]** believes in maintaining a transparent, well-principled, and fair marketplace for all **[YOUR BRAND NAME]** 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 **[YOUR BRAND NAME]** 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 **[YOUR BRAND NAME]** Products, so long as no price is listed.
- 4.4 This MAP Policy also applies to any activity which **[YOUR BRAND NAME]** 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 **[YOUR BRAND NAME]** Partner has “the lowest prices” or will match or beat its competitors’ prices, or to use similar phrases; so long as the **[YOUR BRAND NAME]** Partner does not include any advertised price below MAP and otherwise complies with this MAP Policy.
- 4.6 From time to time, **[YOUR BRAND NAME]** may permit **[YOUR BRAND NAME]** Partners to advertise MAP Products at prices lower than the MAP retail price. In such events, **[YOUR BRAND NAME]** 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 **[YOUR BRAND NAME]** Partners of such changes.

5. Bundling Guidelines

- 5.1 “Bundling” or advertising **[YOUR BRAND NAME]** 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 **[YOUR BRAND NAME]**’s Intellectual Property rights; or

- 5.1.3 the product(s) bundled with MAP products violate the **[YOUR BRAND NAME]** Trademark & Brand Policy; 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 **[YOUR BRAND NAME]**, whether on MAP products or **[YOUR BRAND NAME]**'s partners' products, are exempt from this Policy.

6. Policy Enforcement

- 6.1 Suppose a **[YOUR BRAND NAME]** Partner with multiple locations violates this MAP Policy at any one location or on any associated website. In that case, **[YOUR BRAND NAME]** will consider this to be a violation by the **[YOUR BRAND NAME]** Partner.

- 6.2 [YOUR BRAND NAME] reserves the right to cancel any pending orders, restrict future orders, or suspend [YOUR BRAND NAME] Partners' account if [YOUR BRAND NAME] reasonably believes:
- 6.2.1 a [YOUR BRAND NAME] Partner has violated the provisions of this Policy; or
 - 6.2.2 a [YOUR BRAND NAME] Partner intends to violate this Policy.
- 6.3 [YOUR BRAND NAME]'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 [YOUR BRAND NAME]'s sole discretion by the MAP Policy Administrator in writing. [YOUR BRAND NAME] 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, [YOUR BRAND NAME] 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 [YOUR BRAND NAME] reviews the advertised prices of [YOUR BRAND NAME] Partners, either directly or via third-party agencies or tools. [YOUR BRAND NAME] Partners are expected to provide reasonable cooperation in any [YOUR BRAND NAME] investigations regarding possible MAP Policy violations. Hindering, obstructing, delaying, or otherwise failing to cooperate with a [YOUR BRAND NAME] MAP Policy investigation is a violation of this MAP Policy.
- 6.6 [YOUR BRAND NAME] will enforce the MAP Policy at its sole discretion and without notice. [YOUR BRAND NAME] 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.