

Minimum Advertised Price (MAP) Policy

BrightSign has determined that its interests and the interests of its authorized resellers and customers are best served through the adoption of this Minimum Advertised Price (MAP) Policy. This MAP Policy is designed to provide customers with access to strong pre-sale and post-sale support that may be supplied by our resellers, to maintain and strengthen the BrightSign brand, and to permit BrightSign products to compete more successfully.

BrightSign has adopted this MAP Policy unilaterally, and BrightSign will enforce this MAP Policy unilaterally, effective July 1, 2014.

Coverage

This MAP Policy applies to all parties reselling BrightSign products on the Internet, including Websites, shopping sites, banner ads, broadcast emails, destination pages, third party sites, sponsored ads, web store listings, auction sites, and marketplace site searches/feeds. In addition, all BrightSign resellers who resell BrightSign products to a third party Internet seller are required to inform the third party Internet seller of the BrightSign MAP Policy and also to notify BrightSign of the name and contact information for the third party Internet reseller. [This MAP Policy also applies to printed mass media (including trade journals, magazines, and newspapers), printed catalogues, and direct mail advertising.]

MAP Policy

The MAP for all BrightSign products shall be no less than 100% of the list prices for those products as set forth in the then-current listings on BrightSign's company web store.

Each reseller is free to determine the price at which it will advertise BrightSign products for resale. Similarly, BrightSign is free to determine which companies it will do business with, and which it will not. BrightSign's unilateral policy is not to sell its products, directly or indirectly, to a reseller if that reseller advertises or promotes any of BrightSign's products in any of the media listed above at a price that is lower than the minimum advertised price set out in this MAP Policy.

Actual prices charged to customers may be provided by telephone, email response, in-store displays, product purchase confirmation webpages or communications, and any reduced price that a reseller wishes to place within a purchaser's on-line shopping cart [as a final stage of an on-line purchase]. Statements such as "call for price" and "we will match any price" are permitted.

This MAP Policy applies only to advertised prices and does not apply to actual resale prices. Resellers of BrightSign's products remain free to sell these products at any price they elect.

Violations

BrightSign or its policy administrator shall be solely responsible for determining whether a violation of the MAP Policy has occurred. In the event that a reseller chooses not to follow the MAP Policy, BrightSign will unilaterally impose sanctions. BrightSign may engage in monitoring of advertised prices of products covered by this MAP Policy, either directly or via the use of third parties. Third parties retained by BrightSign may engage in monitoring of website advertising, including but not limited to review of advertised prices.

BrightSign does not ask for, nor will it accept, any assurance of compliance or agreement with this MAP Policy from any distributor or reseller. BrightSign will not discuss any conditions of acceptance relating to its MAP Policy. BrightSign sales representatives are not permitted to discuss or influence this MAP Policy with distributors or resellers, and BrightSign sales representatives have no authority to waive this MAP Policy. No agent of BrightSign is authorized to request or accept an agreement or assurance of compliance regarding this MAP Policy.

This MAP Policy is subject to change or cancellation by BrightSign at any time in its sole discretion.

All MAP Policy questions should be directed to ahover@brightsign.biz.