

Outlaw Thrush Stuff and Blacksmith Shop Minimum Advertised Price (MAP) Policy

1. Introduction

Outlaw Thrush Stuff actively supports the advertising and promotion of its products with its domestic partners and sales representatives.

We recognize that our success is directly tied to the success of our network of global **Outlaw Thrush Stuff** Partners.

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

3. General Guidelines

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

5. Bundling Guidelines

- 5.1 “Bundling” or advertising **Outlaw Thrush Stuff** 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 **Outlaw Thrush Stuff’s** Intellectual Property rights; or

- 5.1.3 the product(s) bundled with MAP products violate the **Outlaw Thrush Stuff** 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 incompatible or irrelevant.
- 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 **Outlaw Thrush Stuff**, whether on MAP products or **Outlaw Thrush Stuff's** partners' products, are exempt from this Policy.

6. Policy Enforcement

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

- 6.2 **Outlaw Thrush Stuff** reserves the right to cancel any pending orders, restrict future orders, or suspend **Outlaw Thrush Stuff** Partners' account if **Outlaw Thrush Stuff** reasonably believes:
- 6.2.1 a **Outlaw Thrush Stuff** Partner has violated the provisions of this Policy; or
 - 6.2.2 a **Outlaw Thrush Stuff** Partner intends to violate this, Policy.
- 6.3 **Outlaw Thrush Stuff'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 **Outlaw Thrush Stuff's** sole discretion by the MAP Policy Administrator in writing. **Outlaw Thrush Stuff** 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, **Outlaw Thrush Stuff** 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 **Outlaw Thrush Stuff** reviews the advertised prices of **Outlaw Thrush Stuff** Partners, either directly or via third-party agencies or tools. **Outlaw Thrush Stuff** Partners are expected to provide reasonable cooperation in any **Outlaw Thrush Stuff** investigations regarding possible MAP Policy violations. Hindering, obstructing, delaying, or otherwise failing to cooperate with our **Outlaw Thrush Stuff** MAP Policy investigation is a violation of this MAP Policy.
- 6.6 **Outlaw Thrush Stuff** will enforce the MAP Policy at its sole discretion and without notice. **Outlaw Thrush Stuff** Partners have no right to enforce the MAP Policy. Breaches of this Policy may lead to any of the specified penalties, including the termination of our business relationship, as well as any legal remedies available.