

Aiphone EMAP Policy

On July 1, 2010 Aiphone Corporation, adopted an Electronic Minimum Advertised Price Policy (“EMAP Policy”) for all Aiphone products, which applies to direct distributors, dealers, and businesses or individuals that utilize authorized Aiphone distribution, as well as any business or individual who resells Aiphone products through an Internet website (collectively, “Resellers”). Aiphone modified the EMAP Policy, effective January 1, 2012. The complete EMAP Policy is set forth below.

Aiphone adopted the EMAP Policy to preserve its strong reputation for providing customers with high value products and after-sales support. Aiphone greatly values the efforts of all Resellers to promote and sell Aiphone products.

The EMAP Policy

1. By electing to resell Aiphone products on the internet, you are agreeing to the following EMAP policy. Any violations of the policy will be addressed directly, however, Aiphone reserves the right to contact your internet service provider and issue a Digital Millennium Copyright Act (DMCA) take down notice if violations are not corrected within 15 days of notification.
2. Aiphone North America will only support product that has been sold and installed into the United States or Canada in a manner authorized by Aiphone
3. For all current Aiphone products listed in the General Line Catalog, Aiphone price list, and Aiphone website, and any Aiphone product introduced into the market in the future, Aiphone establishes an Electronic Minimum Advertised Price (see attached EMAP price list). Any Electronic Minimum Advertised Price may be revised by Aiphone, in its sole discretion, with a minimum of thirty (30) days’ notification to Resellers. This EMAP Policy does not apply to any discontinued Aiphone product.
4. Resellers must display the Electronic Minimum Advertised Price (or a higher price) for any covered Aiphone product as the price that can be viewed on the Internet by the general public without a secure log-in/password. If pricing is displayed without a requirement for log-in/password, any display, including any strike-through or other alteration of the Electronic Minimum Advertised Price is prohibited.
5. Resellers may only provide the Electronic Minimum Advertised Price to any search engine, including, but not limited to (Google, Bing, Price Grabber, Yahoo and Amazon). Any pricing shown on any search engine results that is below the current EMAP pricing is a violation of this EMAP Policy, regardless of the current status of the Reseller’s actual Internet site.

6. Resellers that contract with third parties to re-sell Aiphone products are responsible for ensuring that the third party is in compliance with this EMAP Policy. Any website of such third party that references your company and shows pricing below the authorized Electronic Minimum Advertised Price is considered your violation. This includes, but is not limited to websites such as Amazon or Ebay which facilitate online 'stores'.

7. Subject to the terms of this EMAP Policy, Aiphone approves Resellers' limited use of the Aiphone® trademark name and/or Aiphone images and the limited use of the model number and/or description for the sole purpose of the promotion and reselling of Aiphone products on the Internet. Aiphone reserves all other rights related to its intellectual property.

8. This EMAP Policy only applies to advertised prices and does not apply to the price at which the products are actually sold or offered for sale to an individual customer within Reseller's physical location, by telephone, by e-mail, by fax, by individual secure electronic log-in, or any means that does not display a price lower than the Electronic Minimum Advertised Price to the general public on the Internet. Aiphone Resellers remain free to sell Aiphone products at any price they elect.

9. This EMAP policy does not apply to any in-store advertising, in-store displays, point of sale signs, hangtags, or bar codes or similar marks on product or product packaging. This EMAP Policy also does not apply to the actual sales price on any password protected "check-out page" of any Reseller's website or related Internet site (typically the page in which the person purchasing has made a final transaction for an Aiphone product).

10. Product bundling, quantity discounts, and offering of free product(s) as an incentive to purchase are permitted within this EMAP Policy. Descriptions of such offers must clearly state that the offer is subject to purchasing the entire bundle. If prices of individual items are listed in a bundle, the individual price of any Aiphone item must be equal to or greater than its EMAP price. Also, the total cost of any bundle advertised must be equal to or greater than the sum of the EMAP prices for all Aiphone items offered in such bundle.

11. This EMAP Policy does not apply to Internet auction sites. However, if the Internet auction site refers the customer to an online store, the online store must adhere to this EMAP Policy

12. This EMAP Policy does not in any way limit the ability of any Reseller to advertise that they "have the lowest prices," "will meet or beat any competitor's price," or that consumers should "call for price," or phrases of similar intent, as long as the price advertised or listed for the products adheres to this EMAP Policy.

13. Aiphone reserves the right to adjust, modify, or suspend this EMAP Policy, in its sole discretion, upon thirty (30) days' advance notice to Resellers, as long as such changes apply to all Resellers.

14. Aiphone may investigate Resellers' compliance with this EMAP Policy, including hiring third-party compliance investigators. In cases of violation, Resellers will be notified within fifteen (15) days of violation discovery by Aiphone or its compliance investigator, and will have the following options:

- a. Dispute the violation notification within forty-eight (48) hours of receiving notice.
- b. Correct the violation within forty-eight (48) hours of receiving notice.
- c. Remove the violation within forty-eight (48) hours of receiving notice.

If the Reseller has not disputed, corrected, or removed the violation after the allotted forty-eight (48) hours, Aiphone may take the following possible actions against the

- a. Notification to Reseller to cease and desist all use of Aiphone intellectual property, including trademarks, trade names, and service marks.
- b. DMCA takedown notification to the Reseller's Internet Service Provider,
- c. If a Reseller has an authorized direct account or is directly associated
 - i. Loss of discount
 - ii. Removal from Aiphone online distributor locator
 - iii. Suspension of authorized Aiphone Account

15. This EMAP Policy is being implemented by Aiphone solely for its own account, acting through its duly authorized managers. Any changes to this EMAP Policy must be authorized in writing. No oral modifications are valid.