

# LINKSYS

## Unilateral Minimum Advertised Price Policy (13 September 2020)

In order to maintain, protect and to further enhance the Linksys brand, and to encourage investment in advertising and supporting them by full return of such investment, we have established this Unilateral Minimum Advertised Price Policy (this “UMAP”), which applies to those Linksys products identified in Schedule A below (the “Products”).

In order to qualify for market development funds (“MDF”) and advertising funding, any retailer, reseller, or other party (including, but not limited to, Internet retailers and in-store retailers) (“Partner”) is required to abide by this policy. To the extent such entity advertises in media advertising (including, but not limited to, television, radio, newspaper and magazine advertising), in catalogs (including, but not limited to, direct mail pieces and flyers) or on Internet sites (which includes any associated marketplace(s) or other site(s) directly or indirectly affiliated with or linked to such Internet sites), it must not advertise a price for any of the designated Products below the specified UMAP price(s) for such Product(s) as set forth on Schedule A.

It is inconsistent with this UMAP for (i) Products with UMAP prices to be advertised together at a single price that is lower than the sum of the individual UMAP prices for those Products, or (ii) Products with a UMAP price and other Linksys products not subject to this UMAP (“Non-UMAP Products”) to be advertised together at a single price that is lower than the sum of the UMAP Price for the designated Products and the manufacturer’s suggested resale price of Non-UMAP Product(s). Rebates, other than those offered directly to consumers by Linksys, are not consistent with this UMAP if the advertised net price (including the rebate) of the product is below the UMAP price for such Product(s).

For purposes of this UMAP, “advertising” of prices on Internet sites may include, without limitation, displaying price for any Product, as such price may be revised from time to time, together with a picture or a description of such Product, or use of online marketing vehicles such as (i) marketplaces (e.g., Amazon, Jet.com, Newegg, eBay, Sears, Rakuten, etc.), consumer shopping engines (e.g., Google PLAs, Amazon PLAs, PriceGrabber.com, Nextag.com, Shopzilla, Become, BING Product Ads, Pronto, Google Shopping, Shopping.com etc.), (iii) shopping deal/coupon sites (e.g. Slickdeals.net, FatWallet, Groupon, Woot, Ebates, Techbargains, Savings.com, RetailMeNot, etc.), (iv) affiliate marketing shopping sites (e.g. Commission Junction, Linkshare, Impact Radius, Affiliate Window, Avangate, etc., or (v) Search Engine Marketing/Remarketing Display Ads image or text (e.g. Google, Yahoo, BING, etc.). Internet site features including “click-for-price” or any price display for Product(s) prior to the final page on which the actual price is presented to the customer (including, if it is not the final page on which price is presented, an Internet site shopping cart or other similar feature), may be deemed by Linksys to be communications initiated by the retailer, reseller or other party selling to the customer, and in violation of this UMAP.

Without limiting any of the foregoing, this UMAP also applies to any activity circumventing, or intending or designed to circumvent, this UMAP, as determined by Linksys in its unilateral discretion.

This UMAP does not cover point-of-sale signs, stickers, hangtags, or bar codes and similar markings on products or product packaging which merely state the retail prices at which Linksys products may be purchased. This UMAP does apply to advertisements that are funded in whole or in part by Linksys pursuant to the terms of a cooperative advertising or promotional program which may be offered by Linksys from time to time.

If any entity violates this policy, Linksys will take action unilaterally, in its sole discretion, as follows:

(i) for a first offense, Linksys will send the Partner a written notification. If the Product(s) are listed on an Internet site, the violation must be corrected within 24 hours;

(ii) for a second offense, or if a first time violation is not corrected within 24 hours, Linksys will: (a) withhold MDF and advertising funding for any or all such Product(s) that were advertised below the specified UMAP price, effective from the first day of the violation for a period of 30 days, such withholding to be based on the prior three month's average purchase for the applicable Product(s) or, where no purchases of the MAP non-compliant product were made during the previous three months, on the month of purchase of the Product(s) prior to the month in which the non-compliance took place; (b) withhold Instant Rebate and Trailing Credits effective from the first day of the violation for a period of 30 days; and (c) suspend or cease authorization of shipments of all Product(s) that were advertised below the applicable UMAP price(s) for such Product(s) to all retail stores or other distribution centers of such violating party, effective from the first day of the violation for a period of 30 days; and

(iii) for a third offense, Linksys will: (a) withhold MDF and advertising funding for any or all such Product(s) that were advertised below the specified UMAP price, effective from the first day of the violation for a period of 30 days, such withholding to be based on the prior three month's average purchase for the applicable Product(s) or, where no purchases of the MAP non-compliant product were made during the previous three months, on the month of purchase of the Product(s) prior to the month in which the non-compliance took place;; (b) withhold Instant Rebate and Trailing Credits effective from the first day of the violation for a period of 30 days; and (c) suspend or cease authorization of shipments of all Product(s) that were advertised below the applicable UMAP price(s) for such Product(s) to all retail stores or other distribution centers of such violating party, effective from the first day of the violation for a period of 90 days. Any additional each violations within the 90 days shipping hold period, will extend the ship-hold window another 30 days.

Finally, and most importantly, this UMAP does not apply in any way to your actual selling prices for Products; your retail sales prices for any and all Products remain wholly within your discretion. We do not seek, nor will we accept, any agreement or assent from you respecting this UMAP, either now or at any future time. This UMAP is being established by us unilaterally and is not therefore subject to negotiation. We reserve the right at any time to modify this UMAP, to establish new or different policies or to discontinue any or all of such policies. This UMAP shall remain in effect until modified or terminated by us in a writing sent to you. We believe that this UMAP is clear and unambiguous. Should you have any inquiries regarding this UMAP, however, please direct them to the Linksys Legal Department.

**Schedule A**  
**UMAP Products**  
**28 June 2020**

Retail Part #	Part Description	MSRP (USD)*	Minimum Advertised Price (USD)
<b>Whole Home Mesh WiFi</b>			
WHW0303	<i>PLEASE REFERENCE "LINKSYS UMAP POLICY_VELOP"</i>	\$449.99	\$399.99
WHW0302	<i>PLEASE REFERENCE "LINKSYS UMAP POLICY_VELOP"</i>	\$349.99	\$299.99
WHW0301	<i>PLEASE REFERENCE "LINKSYS UMAP POLICY_VELOP"</i>	\$229.99	\$199.97
WHW0103	<i>PLEASE REFERENCE "LINKSYS UMAP POLICY_VELOP"</i>	\$229.99	\$199.99
WHW0102	<i>PLEASE REFERENCE "LINKSYS UMAP POLICY_VELOP"</i>	\$179.99	\$149.99
WHW0101	<i>PLEASE REFERENCE "LINKSYS UMAP POLICY_VELOP"</i>	\$129.99	\$99.99
WHW0101P	<i>PLEASE REFERENCE "LINKSYS UMAP POLICY_VELOP"</i>	\$129.99	\$99.99
WHA0301	<i>PLEASE REFERENCE "LINKSYS UMAP POLICY_VELOP"</i>	\$34.99	\$29.99
MX5300	<i>PLEASE REFERENCE "LINKSYS UMAP POLICY_VELOP"</i>	\$399.99	\$399.99
MX10600	<i>PLEASE REFERENCE "LINKSYS UMAP POLICY_VELOP"</i>	\$749.99	\$699.99
<b>Routers</b>			
EA6350	Linksys AC1200 Dual-Band Wi-Fi Router with Gigabit	\$99.99	\$89.97
EA7200	Linksys R72 Max-stream Dual-Band WiFi 5 Router - AC1750	\$149.99	\$129.99
EA7300	Linksys Max-Stream™ AC1750 Dual-Band MU-MIMO Gigabit Router	\$149.99	\$129.97
EA7450	Linksys R74 Max-stream Dual-Band WiFi 5 Router - AC1900	\$179.99	\$159.99
EA7500	Linksys Max-Stream™ AC1900 Dual-Band MU-MIMO Gigabit Router	\$179.99	\$159.97
EA8300	Linksys Max-Stream™ AC2200 Tri-Band MU-MIMO Gigabit Router	\$229.99	\$199.97
EA9300	Linksys Max-Stream™ AC4000 Tri-Band MU-MIMO Gigabit Router	\$249.99	\$229.97
EA9500	Linksys Max-Stream™ AC5400 Tri-Band MU-MIMO Gigabit Router	\$399.99	\$349.97
WRT3200ACM	Linksys WRT AC3200 MU-MIMO Gigabit WiFi Router	\$279.99	\$249.97
MR8300	Linksys AC2200 Mesh Tri-Band WiFi 5 Router	\$199.99	\$199.99
MR9000	Linksys MR9000 Triband Mesh WiFi 5 Router - AC3000	\$249.99	\$249.99
MR6350	Linksys AC1300 Dual-Band Mesh WiFi 5 Router	\$99.99	\$99.99
MR7350	Linksys AX1800 Mesh Dual-Band WiFi 6 Router	\$169.99	\$149.99
MR9600	Linksys AX6000 Dual-Band Mesh WiFi 6 Router	\$399.99	\$399.99
<b>Adapters</b>			
WUSB6300	Linksys AC1200 Dual-Band Wi-Fi USB Adapter	\$59.99	\$49.97
WUSB6100M	Linksys Max-Stream™ AC600 WiFi Micro USB Adapter	\$49.99	\$39.97
WUSB6400M	Linksys Max-Stream™ AC1200 MU-MIMO WiFi USB Adapter	\$69.99	\$59.97
<b>Switches</b>			
SE3005	Linksys 5-Port Gigabit Metal Ethernet Switch	\$44.99	\$39.97
SE3008	Linksys 8-Port Gigabit Metal Ethernet Switch	\$54.99	\$49.99
<b>Range Extenders</b>			
RE6250	Linksys AC750 Dual-Band Wi-Fi Range Extender	\$59.99	\$49.97
RE6300	Linksys AC750 Dual-Band High-Power Wi-Fi Range Extender	\$69.99	\$59.97
RE6350	Linksys AC1200 Dual-Band Wi-Fi Range Extender	\$69.99	\$59.97
RE6400	Linksys AC1200 Dual-Band High-Power Wi-Fi Range Extender	\$99.99	\$89.97
RE6500	Linksys AC1200 Dual-Band Wi-Fi Range Extender & Wireless Bridge	\$89.99	\$79.97
RE7000	Linksys Max-Stream™ AC1900 MU-MIMO Range Extender	\$129.99	\$99.97
RE9000	Linksys Max-Stream™ AC3000 Tri-Band Wi-Fi Range Extender	\$169.99	\$149.99

\* MSRP is a suggested price only. UMAP does not apply in any way to your actual selling prices for Products; your retail sales prices for any and all Products remain wholly within your discretion.