

MakeMusic North American Minimum Advertised Price Policy

1. Introduction

MakeMusic, Inc., is a world leader in music technology. Our products include **Finale**, the world's best-selling music notation software; **Garritan**, the leading provider of quality virtual software instruments; **MusicXML**, the standard open format for exchanging digital sheet music; and **SmartMusic**, interactive music learning software featuring the world's largest digital accompaniment library.

2. Policy Statement

MakeMusic, Inc. announces a new Minimum Advertised Price (MAP) policy effective February 1st, 2017. The policy extends to all distributors and dealers in both brick-and-mortar and online channels across North America (United States, Canada and Mexico). This policy demonstrates our unilateral support for our resellers and to encourage them to effectively promote our products, all while protecting the image and value of the MakeMusic, Inc brand and products offered.

MakeMusic, Inc, at its sole discretion reserves the right to discontinue providing products to any reseller that advertises any product(s) covered by this MAP policy at a price lower than the MAP guidelines provided herein.

Furthermore, MakeMusic, Inc firmly believes in maintaining a well regulated and fair marketplace for all of its authorized resellers.

3. Advertising Guidelines

- The MAP policy applies to any and all current and future MakeMusic, Inc products advertised in any and all forms of media, both print and digital.
- Under no circumstances shall the Reseller make any statements or implications that a lower price may be found at the online checkout stage. Examples include but are not limited to:
 - “Click here for lower price”
 - “See final price in cart”
 - “Log-in for price”
 - “add to Cart to see price”
 - “Mouseover for price”
 - “Contact us for better price”

4. MAP Holiday

At the discretion of the Manufacturer, from time to time, MakeMusic, Inc will run promotional, discounted pricing for a specified period of time. During this defined range of time, the MAP will be

applied to the **Suggested Sale Price** which will be provided to all distributors. The distributor shall be responsible for passing this information along to all of their dealers.

5. **Changes to Policy**

MakeMusic, Inc may change or cancel this policy at any time. Any changes will be communicated to all distributors who shall in turn notify all of their dealers. Any changes will take effect with a 30 day notice and explanation of the change.

6. **Monitoring and Reporting**

MakeMusic, Inc may engage in the monitoring of advertised pricing through third parties, its distributors, as well as reports submitted by dealers. Compliance will be primarily reported by the community. The roll-out of this MAP policy will include a self-governing reporting component. To report any violations, please submit a URL and screenshot of the offence to map@makemusic.com. The complaint will be investigated and processed. We will not be able to disclose any actions or status concerning the complaint.

7. **Foreign Currency MAP**

As it pertains to foreign currency MAP, MakeMusic, Inc will evaluate any potential violations against the US Dollar price using the current exchange rate at the time of receiving a reported violation. Any communication relating to the foreign currency MAP violation will reference the exchange rate used as part of the investigation.

8. **Violations**

MakeMusic takes violations very seriously. The following are the guidelines that will be used for those that do not comply. Note: If not corrected within 72 hours, you will incur an additional violation and moved to the next offense.

- **First Offense: 1 Month Price Probation;** Distributor and Dealer will be notified within 7 days by email. The offense must be corrected within 72 hours of receiving the correspondence. The offending dealer's **cost will increase by 5%** for the probationary term on **All MakeMusic, Inc. products.**
- **Second Offense: 3 month probation;** Distributor and Dealer will be notified within 7 days by email. The offense must be corrected within 72 hours of receiving the correspondence. The offending dealer's **cost will increase by 10%** for the probationary term on **All MakeMusic, Inc. products.**
- **Third Offense:** Termination of any and all eligibility to order/sell **All MakeMusic, Inc. products.** Distributor and Dealer will be notified by email within 7 days of violation.