

BLUE VIGIL UNILATERAL PRICING POLICY

Blue Vigil has a positive and beneficial relationship with its resellers and actively supports their efforts to advertise and promote Blue Vigil products. Blue Vigil desires to protect the integrity of its product pricing while supporting its distributors and dealers in achieving distribution channel profitability. Blue Vigil has determined it is in the best interest of Blue Vigil and its resellers that it institute this Unilateral Pricing Policy (the "Policy") effective January 1, 2023. This Policy applies to each authorized Blue Vigil distributor, authorized dealer, and reseller (each, a "Reseller") selling our products in the United States and covers each product for which a "Suggested Minimum Resale Price" is included in the Price List provided by Blue Vigil to such Reseller from time to time (each, a "Covered Product").

The intent of the policy is to (i) protect the resale margins of Resellers to encourage them to continue to provide the high level of services and infrastructure which our end-customers expect and deserve, (ii) encourage Resellers to invest in the promotion and service of the Covered Products, (iii) maintain the brand image of the Covered Products and the goodwill of consumers.

While each Reseller remains free to set its resale prices for Covered Products independently and in its sole discretion, Blue Vigil reserves the right to cease to supply Covered Products to any Reseller who advertises or sells Covered Products at a price below the communicated Suggested Minimum Resale Price. The applicable price shall take into account all offered discounts and rebates, other than such discounts or rebates which Blue Vigil may, from time to time at its sole discretion, expressly authorize Resellers to provide below the Suggested Minimum Resale Price.

The following are not considered violations of this UPP:

- Offering free training, setup, and product support services along with the purchase of Covered Product(s)
- Offering free shipping or financing on Covered Product(s)
- Offering a gift card, redeemable for value on a future purchase, along with the purchase of Covered Product(s)

This policy is unilateral and does not represent an agreement between Blue Vigil and any Reseller, and Blue Vigil does not and will not seek or accept agreement with respect to resale prices. As such, this policy is non-negotiable and individual representatives of Blue Vigil are not authorized to alter, waive, modify, or negotiate this policy. Blue Vigil may amend or withdraw this Policy in its sole discretion at any time. This Blue Vigil UPP applies only in the United States and sets forth the terms upon which Blue Vigil will sell its Covered Products to Resellers. Blue Vigil may change or discontinue this UPP at any time in its sole discretion. Blue Vigil does not and will not enter into any kind of agreement or understanding with any Reseller or other third party in connection with the advertising or selling prices of any Blue Vigil products. Blue Vigil will not entertain any request for exceptions to this UPP, which is non-negotiable.

This UPP is not an agreement between Blue Vigil and any third party and is not susceptible of acceptance by any third party with regard to any subject whatsoever, including but not limited to the prices at which any Reseller or other third party will sell any Covered Product, or that any Reseller or other third party will comply with this UPP. Resellers must comply with all policies, except for those where compliance is not mandatory. All determinations of compliance or non-compliance with this UPP will be made by Blue Vigil in its sole discretion. Blue Vigil personnel are not authorized to discuss this UPP or any similar pricing policies or practices of any other manufacturer, distributor, or reseller. Blue Vigil reserves the right at any time and for any reason to modify this Policy, to establish new or different policies or to discontinue any or all such policies. This Policy shall remain in effect until modified or terminated by Blue Vigil.

Blue Vigil will monitor the retail pricing in the marketplace either directly or via a third-party agency. It is the sole responsibility and discretion of Blue Vigil to determine if a violation has occurred and the corresponding penalty. If Blue Vigil determines that a Reseller has violated the Policy, on the first offence Blue Vigil shall cancel any Reseller orders and will not accept any new orders for 90 days. On the second offence, Blue Vigil will cancel any orders, will not accept any new orders and will terminate the Reseller relationship.