

Schedule A
DYNABOOK AMERICAS, INC.
DIRECT MERCHANDISING RESELLER AND
PREFERRED PARTNER RESELLER MAP PROGRAM

Effective: March 16, 2020

DYNABOOK SPECIAL TERMS.

Dynabook MAP Products are defined as Dynabook Authorized Notebook Products for which rebates are payable by Dynabook in accordance with the Terms and Conditions for the Preferred Partner Program.

Dynabook MAP Accessories are defined as Dynabook Authorized Accessories for which rebates are payable by Dynabook in accordance with the Terms and Conditions for the Preferred Partner Program.

Advertising on the Internet shall include all price information available through publicly available places on Dynabook Reseller's website. However, price information found in the internet shopping cart is not considered a violation of this Program.

Advertising Embargo Date is defined as the date established by Dynabook and prior to which eligible product advertising may not be run.

DYNABOOK MAP FUNDING.

Dynabook MAP Funding means market development funds based on Dynabook MAP Products purchased by Dynabook Reseller during a calendar quarter. In order to be eligible, Dynabook Reseller shall at all times:

- Advertise Dynabook MAP Products at or above the MAP as established and communicated by Dynabook in writing to Dynabook Reseller from time to time;
- Comply with all Advertising Embargo Dates as established and communicated by Dynabook in writing to Dynabook Reseller from time to time; and
- Comply with the Program advertising guidelines.

PROGRAM VIOLATIONS

- **1st Violation – Written Warning**
 - Dynabook understands that advertisements can, on rare occasions, contain pricing errors such that Dynabook Reseller may inadvertently violate the Dynabook MAP Program. For the first time that Dynabook Reseller violates the Dynabook MAP Program for a Dynabook MAP Product, Dynabook will issue a letter advising of the violation, and that Dynabook will not permit any future violations whether inadvertent or otherwise for any Dynabook MAP Product within six (6) months of the first violation.
 - If Dynabook Reseller violates the Dynabook MAP Program again for any Dynabook MAP Product within six (6) months of the first violation, it will be considered a 2nd violation.
- **2nd Violation – Loss of MAP Funding for the calendar quarter**
 - Dynabook Reseller will not be permitted to apply credit or receive any Dynabook MAP Funding for the calendar quarter in which the 2nd violation occurred. For example, if a Dynabook Reseller advertised a Dynabook (and/or Toshiba) Tecra PC below MAP guidelines for its first violation and a Dynabook Portege PC for the second violation

within six (6) months of the first violation, the Reseller will not receive any Dynabook MAP Funding for the calendar quarter in which the 2nd violation occurred.

- **Any Subsequent Violation Beyond 2nd Violation (a “Subsequent Violation”) – Loss of MAP Funding for the calendar quarter**
 - If Dynabook Reseller has one or more Subsequent Violations within six (6) months of the 1st violation, the Reseller will not receive any Dynabook MAP Funding for the calendar quarter in which the Subsequent Violation occurred. If the Subsequent Violation occurred in the same calendar quarter as the 2nd violation, Dynabook MAP Funding will be withheld for the following calendar quarter and so forth.
- Dynabook Reseller starts a “clean slate” (i.e., the count starts all over from 1st violation) if there have been no MAP violations for at least six (6) months.

Dynabook may, from time to time, provide Dynabook Reseller with a current **Schedule A** setting forth updated Dynabook Program violations and any additional Dynabook Program information.