

eero LLC

Service Provider Marketing Agreement

THIS AGREEMENT (including all schedules and exhibits hereto, the "Agreement") is made effective the date of its latest date of execution (the "Effective Date"), by and among eero LLC, a Delaware limited liability company with principal offices at 660 Third Street, 4th Floor, San Francisco, CA 94107 ("eero") and the provider of internet services that has executed this Agreement as shown on the signature page below ("Provider"). This Agreement describes the rights and obligations of Provider and eero with respect to the marketing and promotion of Products that are deployed by an Authorized Distributor of eero's Products in connection with the Provider Service. eero and Provider are each sometimes referred to herein as a "Party" and collectively as the "Parties." The Parties agree as follows:

1. Definitions.

- a. Affiliates: "Affiliates" means, with respect to a particular person, any entity that directly or indirectly controls, is controlled by, or is under common control with such person.
- b. Applicable Law: "Applicable Law" shall mean all applicable Territory or U.S. Federal and State laws and regulations, Territory or U.S. export regulations, FTC consent orders, county and city ordinances and regulations and any other law, regulation or ordinance applicable to a Party's actions or performance in connection with the subject matter of this Agreement.
- c. Authorized Distributor: An "Authorized Distributor" shall mean a person or entity authorized by eero and Provider to distribute Products to Provider Customers and to Deploy to Provider Customers in the Territory in connection with a Provider Service.
- d. Deploy: "Deploy" means to distribute the Products via loan or rental to Provider Customers in connection with a Provider Service.
- e. eero Marks: "eero Marks" means the eero trademarks and logos, and any other mark or logo of eero furnished by eero or any of its Affiliates to Provider pursuant to this Agreement.
- f. eero Personal Data: "eero Personal Data" means any Personal Data of End-Users that eero receives from or through any eero Product or eero Service.
- g. eero Services: "eero Services" means the services provided by eero to Authorized Distributor (or, indirectly, to Provider) or performed by eero under or in connection with an agreement with Authorized Distributor (and, indirectly, performed for Provider).
- h. "eero Insight" or "RNM" shall mean eero's hosted remote network management tools application that gives an Authorized Distributor access to certain data concerning Provider Customers' network configuration and status.
- g. End-User or Provider Customer: "End-User" or "Provider Customer" shall mean any renter or direct recipient of the Product(s) from an Authorized Distributor who is a broadband internet customer of the Provider Service and the ultimate consumer for whom the Product is designed, and who to Authorized Distributor and Provider's knowledge does not intend to resell the Product to a third party.
- h. Intellectual Property Right or IPR: "Intellectual Property Rights" or "IPR" means all patents, copyrights, moral rights, trademarks, trade secrets, mask work rights and any other form of proprietary rights or rights to intellectual property recognized in any jurisdiction, including applications and registrations for any of the foregoing.

- i. Licensed IP: “Licensed IP” shall mean the eero Marks, tradenames, product images, and/or marketing banners provided by eero in writing in the approved image or form provided by eero.
 - j. Mobile Application: “Mobile Application” means the current version of eero’s mobile application for Android and iOS, as periodically updated by eero.
 - k. Personal Data: “Personal Data” shall mean any information relating to an identified or identifiable End-User where an identifiable person is one who can be identified, directly or indirectly, in particular by reference to their name, address, phone number, email address, an identification number or to one or more factors specific to their physical identity, geolocation or other personally identifiable characteristics.
 - l. Personnel: “Personnel” shall mean Provider’s employees, contractors or agents.
 - m. Products: “Product(s)” shall mean the eero brand products, services (including eero Secure subscriptions) and related equipment and accessories.
 - n. Provider Service: “Provider Service” shall mean high-speed internet services marketed and sold by Provider to Provider Customers, but managed, delivered and Deployed to Provider Customers by an Authorized Distributor, pursuant to an applicable agreement or terms of use between Provider and each such Provider Customer.
 - o. Territory: “Territory” shall mean the 50 states of the United States of America and the District of Columbia.
2. Obligation to Promote. For the Term of this Agreement, Provider will offer, market and promote eero Products as Provider’s preferred and primary managed wifi solution for its end-user customers as part of the Provider Service.
3. Intellectual Property.
- a. Grant. eero hereby grants to Provider a limited, non-exclusive, non-transferable, revocable license to use the Licensed IP during the Term for the sole purpose of advertising and promoting Products within the Territory to End-Users; provided that, with respect to any use of the Licensed IP on the Internet, Provider is only granted the right to use the Licensed IP on its own website for the purposes of marketing and promoting the eero Products.
 - b. Restrictions and Limitations.
 - (i) Provider shall ensure that the Licensed IP is: (a) not modified in any manner without the prior written consent of eero; (b) used alone without any other terms, marks, or designs which may detract from the Licensed IP; and (c) displayed according to specifications which eero may provide or amend from time to time.
 - (ii) Provider shall perform all acts requested by eero and its Affiliates to ensure that the nature and quality of Provider’s use of the Licensed IP is consistent with and does not detract from the goodwill associated with the Licensed IP. Provider is specifically prohibited from registering or using any domain name containing any of eero’s Licensed IP.
 - (iii) Provider shall have no right, title, or interest in the Licensed IP. All use of the Licensed IP and the goodwill associated therewith shall inure to the benefit of eero and its Affiliates. Provider shall not do anything inconsistent with eero’s (or eero’s Affiliates’) ownership of the Licensed IP, including, but not limited to, using, causing

or permitting another party to use the Licensed IP as any part of a uniform resource locator (“URL”), metadata tag, or as a keyword or search engine term. Provider shall not, during the Term or thereafter, challenge the validity of the Licensed IP or eero’s (or eero’s Affiliates’) title to or rights in the Licensed IP.

- (iv) Provider shall not use the Licensed IP in a manner that disparages eero or the Products, blurs, dilutes or otherwise diminishes the Licensed IP, or portrays eero or the Products in a false, competitively adverse or poor light.
 - (v) Except as otherwise stated in this Agreement (including but not limited to Section 10.b), upon termination of this Agreement Provider shall immediately discontinue and abandon its use of the Licensed IP, shall cease to advertise or represent itself as a distributor or reseller of eero Products, and shall cease to market or advertise the Products.
 - (vi) Promptly after Provider’s knowledge of the same, Provider shall promptly inform eero of any action or conduct of any person which may infringe upon any of eero’s Intellectual Property Rights. eero shall have the sole discretion whether to take legal action against any such infringement, and any damages or other monies recovered on account of such infringement, whether by judgment, settlement or otherwise, shall belong exclusively to eero. Provider shall reasonably cooperate with eero, at eero’s expense, in connection with any legal action taken by eero in connection with any such infringement.
 - (vii) Provider shall comply with the additional conditions regarding the use of eero Marks described in Schedule B.
 - (viii) Provider shall not add any of its own logos or trademarks to any Product, including physical hardware or packaging, without eero’s prior written approval.
- c. Intellectual Property Rights. eero and its Affiliates shall own all right, title and interest in any and all Intellectual Property Rights developed, invented or reduced to practice by eero in the course of or in connection with providing (directly or through an Authorized Distributor) any Products to Provider or Provider Customers (“Inventions”) (in the event any Products are provided to Provider or Provider Customers (i.e, through an Authorized Distributor)); provided that eero shall not thereby gain any right, title, and interest in any IPR previously owned by, and/or licensed from a third party by, Provider. Provider hereby assigns to eero all right, title and interest in and to any such Inventions, and agrees to cooperate with eero and to execute all documents required to give effect to this paragraph.
- d. Provider’s Marks. eero acknowledges that the name of Provider and any of its parent company, affiliates, and subsidiaries, and each of their respective logos, trademarks, service marks, and other intellectual property (collectively, “Provider’s Marks”) are the exclusive property of Provider (or such Provider-affiliated entity). eero has not and will not acquire any proprietary rights in any of Provider’s Marks by reason of this Agreement or the marketing, promotion, rent or lease of the Products. Provider hereby grants to eero a limited, non-exclusive, non-transferable, revocable license to use Provider’s Marks during the Term for the purposes of co-branding the Mobile Application where eero has agreed to do so. As a condition to any further right to use Provider’s Marks, eero shall obtain the prior written consent of Provider.

4. Provider Obligations. Provider shall:

- a. use reasonable efforts to display, promote, demonstrate, and market the Products during the Term;
- b. ensure at all times that all promotional and marketing information published by Provider about the Products (i) complies with Schedule B, and (ii) is in all material respects consistent with information and specifications about the Products provided to Provider or published by eero, and that Provider does not, and does not allow any of its representatives, agents or affiliates to, misrepresent the features, attributes or capabilities of the Products in any communication or publication;
- c. maintain qualified Personnel with knowledge of the specifications, features and use of the Products during the Term sufficient for Provider to comply with the obligations in this Agreement;
- d. preserve the reputation and goodwill of eero and the Products;
- e. conduct and maintain at all times its operations in compliance with Applicable Law and applicable privacy policies, including but not limited to the following:
 - (i) Provider agrees not to engage in any unfair trade practices in connection with its performance of its obligations under this Agreement (e.g., the marketing or distribution of Products), including without limitation “bait and switch” practices;
 - (ii) Provider agrees that any Personal Data that it collects independently from End-Users (i.e. in connection with a Provider Service and not through an eero Product) shall be collected and used in compliance with Applicable Law and Provider’s own privacy policies; provided, however, that Provider shall not have access to any eero Personal data;
- f. take appropriate steps to protect and secure Personal Data and eero Confidential Information from unauthorized disclosure;
- g. enter into a written agreement with the Authorized Distributor appointing Authorized Distributor as the provider of customer support for Provider Customers;
- h. disclose in writing to Provider Customers that the Authorized Distributor, and not Provider, will be the customer support provider for the Provider Service; and
- i. Provider shall not obscure or alter in any fashion the serial number on any Product or its packaging.

For avoidance of doubt, Provider shall not have access to eero Insight.

5. eero Obligations. During the Term, eero shall maintain qualified personnel with knowledge of the specifications, features and use of the Products.

6. Disclaimer. EERO HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ALL WARRANTIES OF MERCHANTABILITY, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES OF TITLE AND NON-INFRINGEMENT. EERO DOES NOT WARRANT THAT ITS SOFTWARE WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE OR FREE FROM VIRUSES OR OTHER MALICIOUS SOFTWARE, AND NO INFORMATION OR ADVICE

OBTAINED BY PROVIDER FROM EERO SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

7. Indemnity.

- a. eero will (i) defend, or at its option, settle, any third party claim brought against Provider alleging that the Licensed IP infringes or misappropriates any third party Intellectual Property Rights (“IP Claim”) and (ii) indemnify Provider against any and all damages, losses, liabilities, costs and expenses that are finally awarded, or settled for, in connection with any such IP Claim. eero shall have no obligation to Provider or to any other party with respect to any IP Claim based upon or arising out of the use of any Product, or any part thereof, if the Licensed IP has been used: (A) in a manner for which it was not intended or in breach of this Agreement; (B) in a modified form without the express written permission of eero; or (C) in combination with any other system, equipment or devices not contemplated by the applicable model specifications. eero shall further have no obligation to the Provider or to any other party with respect to any third party claim alleging that the Products infringe or misappropriate any third party Intellectual Property Rights where such infringement or misappropriation is based upon, or arising out of, the use of any part, component or other device furnished or supplied by Provider. If any Licensed IP, or any part thereof, supplied by eero hereunder, becomes, or in eero’s opinion is likely to become, the subject of an IP claim, Provider shall permit eero, in eero’s sole discretion and at eero’s sole expense to either (y) procure for Provider the right to continue using and distributing the Licensed IP upon terms and conditions satisfactory to eero and the third party claimant, or (z) to replace or modify the Licensed IP so that it becomes non-infringing. The remedies in this Section 7.a set forth eero’s sole and exclusive obligation, and Provider’s sole and exclusive remedy, for any and all claims of infringement or misappropriation of third party Intellectual Property Rights.
- b. eero will (i) defend, or at its option, settle, any third party claim brought against Provider alleging death, personal injury or tangible property damage directly caused by a defective Product, except to the extent based on Provider’s negligence, unauthorized actions or alterations of the Product that gave rise to such claim, and (ii) indemnify Provider against any and all damages, losses, liabilities, costs and expenses that are finally awarded, or settled for, in connection with any such claim.
- c. Provider (i) will defend, or at its option, settle, any third party claim brought against eero, its officers, employees, agents and Affiliates arising out of or in connection with Provider’s (a) failure to comply with Applicable Law in its performance of its obligations and exercise of its rights under this Agreement or (b) breach of Sections 4.e, 4.f or 4.g above, including but not limited to accessing, using or distributing Personal Data in violation of this Agreement; and (ii) will indemnify eero, its officers, employees, agents and Affiliates against any and all damages, losses, liabilities, costs and expenses that are finally awarded, or settled for, in connection with any such claim.
- d. Provider (i) will defend, or at its option, settle, any third party claim brought against eero, its officers, employees, agents and Affiliates arising out of or in connection with any (a) representation by Provider of the features or capabilities of a Product in any way that is inconsistent with eero’s own marketing and Product literature (including a breach of Section 8.c.) or (b) infringement of any copyright or trademark rights of any third party by any promotional or marketing materials developed or created by or on behalf of Provider; and (ii) will indemnify eero, its officers, employees, agents and Affiliates against any and all damages, losses, liabilities, costs and expenses that are finally awarded, or settled for, in connection with any such claim.
- e. Each Party to whom an indemnification obligation may be owed hereunder (the “Indemnitee”) shall not be entitled to indemnification by the Party owing an indemnification

obligation (the “Indemnitor”) unless the Indemnitee: (A) gives the Indemnitor prompt written notice of any action or threat of action, the ground for such action and all prior claims relating to any actual or threatened action (provided that the Indemnitor shall be relieved of its indemnification obligations hereunder only the extent prejudiced by the Indemnitee’s failure to provide prompt written notice of any such action); (B) allows the Indemnitor to maintain the sole control of the defense of the action and all negotiations for its settlement or compromise; and (C) fully and completely cooperates with the Indemnitor in all reasonable respects (and at the Indemnitor’s cost and expense) in its defense of the action and all negotiations for its settlement or compromise to third parties. Notwithstanding the foregoing, the Indemnitor shall not settle or resolve any such claim without the Indemnitee’s prior written consent, which shall not be unreasonably withheld, unless such settlement or resolution provides for the full and unconditional release of Indemnitee from performing any obligation, or taking any action or forbearance (including, without limitation, any obligation to make any payment in exchange for settlement).

8. Marketing and Publicity.

- a. Marketing. eero shall deliver Product samples and marketing collateral (such as print, photographs, graphics, video and display materials) for use by Provider in marketing eero Products. All such materials are for marketing purposes only and are not for resale by Provider. Provider may modify marketing collateral (but not samples) as reasonably necessary to promote eero Products, provided that Provider shall not publish, display or distribute such modified materials, or otherwise market eero Products in any manner inconsistent with eero’s marketing collateral, including but not limited to the eero Trademark and Branding Guidelines in Schedule A, without prior written approval by eero. eero reserves the right to survey Provider’s marketing of eero Products and require changes where reasonably necessary for Provider to comply with the previous sentence.
- b. Publicity. Unless required by Applicable Law, neither Party will make any public statement, press release, or other public announcement relating to the terms of this Agreement without the other Party’s prior written consent, which consent will not be unreasonably withheld and which may be provided by email.
- c. Authorized Distributor Branding.
 - (i) Provider will, and contractually require any Authorized Distributor to, inform any prospective and actual End User that any Provider Service (or any Authorized Distributor service that is made available with a Provider Service) that incorporates, or is intended to be used with, a Product (including an eero Service) is provided by both Provider and such Authorized Distributor (e.g., “[Provider name] internet powered by [Authorized Distributor]”).
 - (ii) Provider agrees, and will contractually require any Authorized Distributor to agree, that eero will co-brand the Mobile Application with the name and mark of each of Provider and such Authorized Distributor (e.g., “[Provider name] and [Authorized Distributor]”).
 - (iii) Any and all marketing material, promotions and promotional material, and branding of a Provider Service (or any Authorized Distributor service that is made available with a Provider Service) that incorporates, or is intended to be used with, a Product (including an eero Service) shall make a reasonable End-User aware of an Authorized Distributor’s involvement in the Provider Service.

9. Term and Termination. This Agreement may be terminated as follows:

- a. Term. This Agreement shall begin on the Effective Date and, unless sooner terminated as provided herein, continue in full force and effect for two (2) years from the Effective Date (the "Initial Term"). This Agreement will automatically renew for additional one (1) year terms ("Renewal Term(s)", and together with the Initial Term, the "Term"), unless sooner terminated as provided herein.
- b. Termination. This Agreement may be terminated as follows:
 - (i) upon thirty (30) days' written notice by either Party if the other Party has materially breached any provision of this Agreement, the non-breaching Party has provided notice thereof, and such breach is not remedied within thirty (30) days of receipt of the written notice;
 - (ii) by either Party for convenience and without cause upon not less than ninety (90) days' prior written notice to the other Party;
 - (iii) by Provider in accordance with Section 11.b;
 - (iv) by either Party immediately upon notice if the other Party files a petition in bankruptcy (which is not discharged within fifteen (15) days), undergoes a reorganization pursuant to a petition in bankruptcy, is adjudicated a bankrupt or insolvent, or becomes dissolved or liquidated, files a petition for dissolution or liquidation, makes an assignment for benefit of creditors, or has a receiver appointed for its business, or is subject to property attachment or court injunction or court order that has a substantial negative effect on its ability to fulfill its obligations under this Agreement; or
 - (v) by either Party upon a continuing force majeure as set forth in Section 24 below.

10. Liability & Obligations Upon Expiration/Termination.

- a. Neither eero nor Provider shall be liable to the other solely by reason of the expiration or termination of this Agreement in accordance with Section 9.b, including, without limitation, liability based in law or in equity, compensation, reimbursement, or damages for present or prospective profits, or on account of investments, expenditures or commitments made by either Party, or as a result of the establishment, development or maintenance of the goodwill of eero, Provider or the Licensed IP. Notwithstanding the foregoing, any termination or expiration of this Agreement shall not relieve either Party of any outstanding obligation for any matter or reason that accrued prior to the termination or expiration of this Agreement.
- b. Upon expiration or termination of this Agreement for any reason other than Provider's uncured material breach, Provider shall have thirty (30) days after the end of the Agreement to continue using Licensed IP solely for the purpose set forth in this Agreement. Thereafter, except as otherwise provided for herein, Provider shall immediately cease all use of eero's intellectual property (including but not limited to software, if any) and return to eero all (a) Confidential Information (as defined in Section 14 below), including all documents and information concerning prices, marketing, advertising and promotional activities, and (b) advertising, promotional, display and other materials that have been furnished to Provider by eero.

11. Amendments, Waivers & Changes.

- a. Except as otherwise set forth in Section 11.b of this Agreement, this Agreement may be amended, waived, or modified only by a written instrument signed by an authorized officer

of each Party stating specifically that it is an amendment, waiver or modification of this Agreement, as the case may be. No waiver of any provision at any particular time shall be deemed a permanent waiver of such provision, or a waiver of any other provision of this Agreement. Failure to enforce a provision shall not be deemed a waiver.

- b. eero may modify any Schedule in this Agreement by providing notice to Provider, and any such amendment or modification shall become effective immediately upon delivery of such notice; provided, however, that Provider may terminate this Agreement by providing a ninety (90) day notice of termination to eero within fifteen (15) days of the notice of the modification, if any such modification results in a material adverse effect to Provider's rights and obligations hereunder.
 - c. eero reserves the right at any time to discontinue the production, sale or distribution of any of its Products, to change the design of its Products and any parts thereof, and to change its service, the Licensed IP, warranty, or other policies. Provider agrees that it shall have no claim against eero or any of its agents or Affiliates for failure to furnish such Products, whether or not such Products are of a model, design or type previously sold.
12. Law and Forum. This Agreement shall be deemed to have been entered into and fully performed in the State of Washington and shall be governed by and construed in accordance with the laws of the State of Washington without regard for the conflicts of laws rules thereof. Provider agrees that all controversies, disputes and claims arising out of this Agreement shall be adjudicated exclusively by a state or federal court of competent jurisdiction within Seattle, Washington, except that any judgment in any such action may be enforced in other jurisdictions by suit or in any other permitted manner. Provider irrevocably consents to the jurisdiction and venue of such state and federal courts of Washington and waives any rights to seek a transfer of venue for any reason, including that the forum is inconvenient.
13. Limitation of Liability.
- a. EXCLUDING CLAIMS FOR BREACH OF CONFIDENTIALITY, MISUSE OF CUSTOMER DATA, MISAPPROPRIATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY, GROSS NEGLIGENCE, WILLFUL MISCONDUCT, FRAUD, BODILY INJURY TO THE EXTENT CAUSED BY A PARTY OR A DEFECTIVE PRODUCT DEPLOYED HEREUNDER OR IN CONNECTION WITH THIS AGREEMENT, INDEMNIFICATION CLAIMS UNDER SECTION 7, EACH PARTY'S TOTAL LIABILITY IN CONTRACT, TORT OR OTHERWISE SHALL BE LIMITED TO ONE MILLION DOLLARS (\$1,000,000). ABSENT AN INDEMNITOR'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD, EACH PARTY'S TOTAL LIABILITY FOR INDEMNIFICATION CLAIMS UNDER SECTION 7 SHALL BE LIMITED TO TEN MILLION DOLLARS (\$10,000,000).
 - b. EXCLUDING CLAIMS FOR BREACH OF CONFIDENTIALITY, MISUSE OF CUSTOMER DATA, MISAPPROPRIATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY, WILLFUL MISCONDUCT, OR ALL COURT-ORDERED AMOUNTS FINALLY AWARDED OR ALL AMOUNTS FINALLY SETTLED FOR THAT ARE PAID BY A PARTY PURSUANT TO SECTION 7 ("INDEMNITY"), IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER IN CONTRACT, TORT OR OTHERWISE (INCLUDING NEGLIGENCE) FOR ANY INDIRECT, INCIDENTAL, COLLATERAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES, INCLUDING LOSS OF PRODUCTION, LOSS OF PROFITS OR SAVINGS, LOSS OF REVENUE, LOSS OF USE OF REVENUE, LOSS OF USE OF THE PRODUCTS, LOSS OF TIME, DAMAGE TO PROPERTY CAUSED BY THE PRODUCTS, INCONVENIENCE, AND OTHER CONSEQUENTIAL ECONOMIC LOSS, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

- c. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT OR OF ANY OTHER CONTRACT, THIS SECTION 13 SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW REGARDLESS OF FAULT.

14. Confidentiality.

- a. In connection with the business relationship contemplated by this Agreement, each Party may receive or have access to commercially valuable technical and non-technical confidential or proprietary information of the other Party, including information in whatever form, relating to the business of such Party that is not generally known or available to others, including Personal Data, new product styles and designs, trade secrets, pricing strategies, marketing, business plans, and any logins and passwords provided by eero (the "Confidential Information"). Each Party acknowledges and agrees that any Confidential Information received or obtained from the other Party will be the sole and exclusive property of the other Party; may not be used, disseminated or disclosed except as may be necessary to perform the obligations required under this Agreement or as may be required by Applicable Law; and shall be held in confidence by the receiving party using at least the same degree of care as it normally exercises to protect its own proprietary information of a similar nature, but in no event less than a reasonable standard of care. If disclosure is required by Applicable Law, the Party required to disclose Confidential Information shall reasonably cooperate with the other Party (at the other Party's request and expense) so that the other Party may preserve the confidentiality of the Confidential Information. Notwithstanding the foregoing, Confidential Information shall not include, and neither Party will be liable for disclosure of, any information received by the receiving Party under this Agreement if the information: (a) is or becomes generally available to or known to the public through no wrongful act of the receiving Party; (b) was previously known by the receiving Party through no wrongful act of the receiving Party; (c) was independently developed by the receiving Party without use of or reference to the other Party's Confidential Information; or (d) was lawfully disclosed to the receiving Party by a third party under no obligation of confidentiality to the other Party.
- b. Provider shall not publicly disclose the terms of this Agreement or any amendment to this Agreement unless Provider (i) receives a specific request for the terms of this Agreement or any amendment to this Agreement made in accordance with Washington Public Records Act (RCW 42.56.001 et. seq.) or is compelled to disclose this Agreement or any amendment to this Agreement pursuant to any other Applicable Law or a court order, and (ii) prior to such disclosure, provides eero with written notice and the opportunity to redact any terms that it deems confidential, including, but not limited to, data, trade secrets, and information concerning eero's conduct of business, subject to any requirements or restrictions of the Applicable Law or court order requiring disclosure. Provider will notify eero as soon as commercially possible of any such request, including sending an email to legal@eero.com informing eero of the request and providing any statutory deadline for Provider's response. This Agreement and any amendments made hereto constitute eero Confidential Information.

15. Records and Audit. Provider agrees to maintain complete, clear and accurate records of all orders, customers and transactions completed with respect to this Agreement, including copies of all signed agreements with End-Users who receive Products in connection with the Provider Service. Upon at least thirty (30) days advance written notice, Provider shall permit eero or its representative to review such records and any other books and records of Provider that relate to Provider's performance under the Agreement to ensure Provider's compliance with its obligations. Any such audit will be conducted during normal business hours and in a manner designed to minimize any impact on Provider's ordinary business activities. Audits under this provision shall be conducted at the expense of eero, unless such audit reveals non-compliance with the terms of this Agreement by Provider, in which case the audit shall be at the expense of Provider. Provider shall

maintain all records required under this Agreement for at least two (2) years following expiration or termination of the Agreement.

16. Assignment and Subcontracting. This Agreement shall not be transferred or assigned by Provider, in whole or in part, nor shall Provider delegate or sublicense any of its rights or obligations hereunder without the prior written consent of eero; except that Provider may assign this Agreement, without consent, to any Affiliate, or to any entity that succeeds to all or substantially all of Provider's assets or equity by merger or reorganization. Provider shall not be relieved of liability for breach by such Affiliate of these terms and conditions of this Agreement. Each of the Parties' permitted successors and assigns shall be bound by the terms and conditions of this Agreement. Provider may delegate, assign or subcontract any of Provider's rights, duties and obligations under this Agreement to any third party agent, sub-agent, vendor, independent contractor or similar person (each a "Subcontractor"). Provider will remain exclusively and fully liable to eero for any Subcontractor's performance of Provider's obligations.
17. Contract Interpretation. Each Party hereto acknowledges that it has had ample opportunity to review and comment on this Agreement and to consult with legal counsel. This Agreement shall be read and interpreted according to its plain meaning and any ambiguity shall not be construed against either Party. It is expressly agreed by the Parties that the judicial rule of construction that a document should be more strictly construed against the draftsman thereof shall not apply to any provision of this Agreement. If any provision (or part thereof) of this Agreement shall be deemed invalid or unenforceable, the remainder of the provisions of this Agreement shall continue in full force and effect to the maximum extent consistent with the intent of the Parties. Notwithstanding anything to the contrary herein, nothing in this Agreement shall be interpreted or construed to induce or require any party hereto to act in any manner (including taking or failing to take any actions in connection with a transaction) which is inconsistent with or penalized under any U.S. laws, regulations, rules or requirements that apply to any party to this Agreement.
18. Remedies. Because the damages associated with any breach of this Agreement may be difficult to ascertain, eero shall have the right to seek immediate injunctive relief (including but not limited to a temporary restraining order, preliminary and/or permanent injunctive relief) against Provider for any such breach without having to provide notice to Provider or to post a bond. eero's right to seek injunctive relief shall be in addition to and not in lieu of its right to obtain any other damages. Provider hereby waives its right to an injunction to allow it to continue marketing, advertising, offering for Deployment, and/or Deploying Products or to use the Licensed IP once this Agreement has been terminated for any reason. Except for breaches of confidentiality, Applicable Law, or obligations concerning the use and protection of Personal Data, a party must notify the other party in writing of any alleged breach and give such party the opportunity to cure such breach within no more than 30 days of receipt of such notice; otherwise the uncured breach shall not be deemed material regardless of its scope or subject. Notwithstanding any statutory provision to the contrary, Provider must bring any alleged claims against eero arising under this Agreement or its termination within one hundred eighty (180) days of the claim arising or any such claim shall be waived.
19. Ineffectiveness Clause. Should a provision in this Agreement be or become ineffective, the effectiveness of all other terms shall not thereby be affected. Ineffective terms shall be replaced by legally valid provisions, which best reflect the requisite commercial intent of the Parties.
20. Captions. Titles or captions contained in this Agreement are inserted only for convenient reference, and in no way define, limit or describe the scope or intent of this Agreement or any provision hereof.
21. Independent Entities; No Franchise Relationship. Nothing contained herein shall affect, modify or change the fact that eero and Provider are separate legal entities and are not representatives or agents of each other. Provider specifically acknowledges that this Agreement does not create any agency or franchise relationship and that no direct or indirect fee has been paid by Provider in connection with the establishment of this relationship. This Agreement does not create a joint venture, partnership and/or agency relationship. eero shall bear no responsibility, directly or

indirectly, for the Provider locations or for the transactions with End-Users made through said Provider locations.

22. Survival. In addition to any sections that by their nature are designed to survive expiration or termination, or which expressly state that they shall do so, the following sections of this Agreement shall also survive the expiration or termination of this Agreement: 3.b, 3.c, 3.d, 6, 7, 10, 12-14 (inclusive), 16-25 (inclusive) (and the sections and Schedules incorporated therein by reference).
23. Notices. All notices, demands, requests or other communications given under this Agreement shall be in writing and shall be given by personal delivery, US mail, overnight delivery service, or electronic mail with acknowledged receipt. Notice given by mail shall be considered to have been given three (3) days after the date of mailing, postage prepaid, certified or registered mail, and notice given by other means shall be considered to have been given when received, addressed as follows:

Provider:

See signature page below

eero LLC:

660 Third Street, 4th Floor
San Francisco, CA 94107
Attn: Legal Dept.
e-mail: legal@eero.com

With a copy to:

By mail:
Amazon.com
P.O. Box 81226
Seattle, WA 98108
Attention: General Counsel

By courier or overnight delivery:
Amazon.com
410 Terry Avenue North
Seattle, WA 98109
Attention: General Counsel

Email: contracts-legal@amazon.com; attention: General Counsel

or to such other address as either Provider or eero may from time to time designate by providing written notice in accordance with the provisions set forth in this Section 23.

24. Force Majeure. Neither eero nor Provider shall be held liable or in default for failure of performance for any cause beyond its reasonable control such as, for example, acts of God, declared or undeclared war, fire, flood, pandemic, interruption of transportation, embargo, insurrections, accident, explosion, governmental orders, regulations, restrictions, priorities or rationing, any strike, lockout or other labor troubles interfering with the production or transportation of the Products or interference with the supply of raw materials for production of the Products (all incidents of "Force Majeure"). If the Force Majeure in question prevails for a continuous period in excess of sixty (60) days, either Party shall be entitled to give notice in writing to the other Party to terminate this Agreement, specifying the termination date, which must not be less than fifteen (15) days, or more than thirty (30) days, after the date on which the notice to terminate is given. Once a notice to terminate has been validly given, this Agreement shall terminate on the termination date set out in such notice.
25. Entire Agreement. This Agreement, the attached Schedules, any additional terms and conditions mutually agreed upon in writing by the Parties set forth the entire understanding and agreement of the Parties and supersede any and all oral and/or written agreements or understandings between the Parties as to the subject matter of this Agreement. The Parties hereby acknowledge and represent, by execution hereof, that said Parties have not relied on any representation, assertion,

guarantee, warranty, collateral contract or other assurance, except those set out in this Agreement, made by or on behalf of any other Party or any other person or entity whatsoever, prior to the execution of this Agreement. The Parties hereby waive all rights and remedies, at law or in equity, arising or which may arise as the result of a Party's reliance on any such representation, assertion, guarantee, warranty, collateral contract or other assurance, provided that nothing herein contained shall be construed as a restriction or limitation of said Party's right to remedies associated with the gross negligence, willful misconduct or fraud of any person or Party taking place prior to, or contemporaneously with, the execution of this Agreement. The Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument. This Agreement may be executed and delivered by facsimile signature, PDF or any electronic signature (e.g., www.docusign.com) complying with Applicable Law (e.g., the U.S. federal ESIGN Act of 2000).

[Signatures on Next Page]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

Provider: City of Cheney, Washington

Signed by: _____

Printed name: _____

Title: _____

Date: _____

Address for Notices to Provider:

Mailing Address:

Email:

eero LLC

Signed by: _____

Printed name: _____

Title: _____

Date: _____

SCHEDULE A
eero Trademark and Branding Guidelines

These Guidelines apply to your use of the eero Licensed IP in materials that have been approved in advance by eero. Strict compliance with these Guidelines is required at all times, and any use of the eero Marks in violation of these Guidelines will automatically terminate any license related to your use of the eero Marks.

1. You may use the eero Marks solely for the purpose expressly authorized by eero and your use must: (i) comply with the most up-to-date version of all agreement(s) with eero regarding your use of the eero Marks (collectively "Agreements"); (ii) comply with the most up-to-date version of these Guidelines; and (iii) comply with any other terms, conditions, or policies that eero may issue from time to time that apply to the use of the eero Marks, including but not limited to the eero Brand Blueprint.
2. We will supply an image or images of the eero Marks for you to use. You may not alter the images of the eero Marks in any manner, including but not limited to, changing the proportion, color, or font of the eero Marks, or adding or removing any element(s) from the eero Marks.
3. Never abbreviate an eero Mark or create an acronym from them. When using an eero Mark, never vary the spelling, add or delete hyphens, make two words one, or make one word two. Do not combine eero Marks with your or any third-party names or trademarks. Do not use an eero Mark as a verb, and never make an eero Mark possessive or plural. eero Marks may not be used as part of the product name for any third-party product.
4. You may not use the eero Marks in any manner that implies sponsorship or endorsement by eero other than by using the eero Marks as specifically authorized under the Agreements.
5. You may not use the eero Marks to disparage eero, its products or services, or in a manner which, in eero's sole discretion, may diminish or otherwise damage or tarnish eero's goodwill in the eero Marks.
6. The eero Marks must appear by themselves, with reasonable spacing between each side of a eero Mark and other visual, graphic or textual elements. Under no circumstance should the eero Marks be placed on any background which interferes with the readability or display of the eero Marks. Do not use a trademark symbol with the eero Marks.
7. Do not add any logos, stickers, or other additional content to any eero Product or Product packaging without eero's prior review and written consent.
8. Unless otherwise instructed by eero, you must include the following statement in materials that display the eero Marks: "List Mark(s) and all related marks are trademarks of eero LLC or its affiliates."
9. You acknowledge that all rights to the eero Marks are the exclusive property of eero, and all goodwill generated through your use of the eero Marks will inure solely to the benefit of eero. You will not take any action that is in conflict with eero's rights in, or ownership of, the eero Marks.

eero reserves the right, exercisable at its sole discretion, to modify these Guidelines and/or the approved eero Marks at any time and to take appropriate action against any use without permission or any use that does not conform to these Guidelines.